IN THE NATIONAL COMPANY LAW TRIBUNAL
AMARAVATI BENCH
(Through Hybrid Mode)

Item No.1
CP/2/59/AMR/2022

IN THE MATTER OF:

Shri Hemanth Kumar Patibandla & Anr. … Petitioners

Versus

STBL Projects Limited & 8 Ors. … Respondents

Under Section: 59, 210, 213, 447, 448 of Companies Act, 2013

Order delivered on 17.07.2026

CORAM:

SHRI KISHORE VEMULAPALLI, HON'BLE MEMBER (JUDICIAL)
SHRI UMESH KUMAR SHUKLA, HON'BLE MEMBER (TECHNICAL)

PRESENT:

For the Petitioners	:	Mr. A. Nagaraj Kumar, Advocate
For the Respondents	:	Ms. B. Suchiri, Proxy for Mr. Rajasekhar Salvaji, Advocate

ORDER

Order pronounced and recorded *vide* separate sheets with directions to the RoC, Vijayawada. The Registry is directed to send a copy of this Order to the RoC, Vijayawada.

For consideration of the Report of the RoC, Vijayawada, list the matter on 10.09.2026.

Sd/-
(UMESH KUMAR SHUKLA)
MEMBER (TECHNICAL)

Sd/-
(KISHORE VEMULAPALLI)
MEMBER (JUDICIAL)

Venkatesh (Steno)

Case Citation: (2026) ibclaw.in 2981 NCLT

IN THE NATIONAL COMPANY LAW TRIBUNAL
AMARAVATI BENCH AT MANGALAGIRI
(Through Hybrid Mode)

CP/2/59/AMR/2022

Under Sections 59, 210 read with 213,[1] 447 and 448 of the Companies Act, 2013.

IN THE MATTER OF:

1. **Shri Hemanth Kumar Patibandla**
S/o Shri Srinivasa Babu Patibandla
R/o. 60-13-4, Plot No. E4, 2nd Floor,
SBI Colony, Road No. 3, Siddarthanagar,
Vijayawada, Krishna District-520010, Andhra Pradesh.
……………………………..……… **Petitioner No. 1**

2. **Shri Srinivasa Babu Patibandla**
S/o Shri P. Ramanatham,
R/o 60-13-4, Plot No. E4, 2nd Floor,
SBI Colony, Road No. 3, Siddarthanagar,
Vijayawada, Krishna District-520010, Andhra Pradesh.
Represented through his son and Power of Attorney holder
Shri Hemanth Kumar Patibandla
……………………………..……… **Petitioner No. 2**

Versus

1. **STBL Projects Limited**
Registered Office: D.No. 6 -175/20,
Beside STBL Cineworld,
Near Ayyappa Swamy Temple, Sheela Nagar,
Visakhapatnam-530012, Andhra Pradesh.
Email: stblvsp@gmail.com.
Represented by its Managing Director
Shri Veerabadra Rao Guthikonda S/o Shri G Sambasiva Rao.
……………………………..……… **Respondent No. 1**

2. **Shri Veerabadra Rao Guthikonda**
S/o Shri G Sambasiva Rao
Managing Director of STBL Projects Limited

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[1] In Petition e-filed, words “*210 read with 206” are missing.*

R/o House No. 40-5/3-13, Shyam Nagar, Tikkle Road,
Vijayawada-520008, Andhra Pradesh.
……………………..……… **Respondent No. 2**

3. **Smt. Venkatanaga Lakshmi Guthikonda**
W/o Shri Veerabadra Rao Guthikonda,
Director of STBL Projects Limited,
R/o House No. 40-5/3-13, Shyam Nagar, Tikkle Road,
Vijayawada-520008, Andhra Pradesh.
……………………..……… **Respondent No. 3**

4. **Shri Venkata Krishnaiah Gorripati,**
S/o Shri Venkateswara Rao Gorripati,
Director of STBL Projects Limited,
R/o H. No. 31-50-10/82, Kapujaggaraju Peta,
Lakshmi Narasimha Gardens, Gakuwaka Mandal, Duvvada,
Visakhapatnam-530046, Andhra Pradesh.
……………………..……… **Respondent No. 4**

5. **Smt. Tanuja Guthikonda,**
D/o Shri Veerabadra Rao Guthikonda,
Director of STBL Projects Limited
R/o House No. 31-50-10/105, Kapujaggaraju Peta,
Lakshmi Narasimha Gardens, Gakuwaka Mandal, Duvvada,
Visakhapatnam-530046, Andhra Pradesh.
……………………..……… **Respondent No. 5**

6. **Shri Naga Kumar Kokku,**
S/o Shri Venkateswara Rao Kokku,
Director of STBL Projects Limited,
R/o Buddalapalem, Machilipatnam, Krishna District,
Machilipatnam-521366, Andhra Pradesh.
……………………..……… **Respondent No. 6**

7. **Shri Dear Dinesh Guthikonda,**
S/o Shri Veerabadra Rao Guthikonda
R/o House No. 31-50-10/105, Kapujaggaraju Peta,
Lakshmi Narasimha Gardens, Gakuwaka Mandal, Duvvada,
Visakhapatnam-530046, Andhra Pradesh.
……………………..……… **Respondent No. 7**

8. **Shri Ganji Aveen Kumar**
R/o Door No. 4-23, OC Colony,
Pavuluri Vari Gudem, Tirumalampalem,

West Godavari-534426, Andhra Pradesh.

……………………………… **Respondent No. 8**

9. **Shri Surendra Kuchipudi**
Practicing Company Secretary,
Having office at D. No. 9-29-19/A, Flat No 201,
Level-2, Waltair Heights, Balaji Nagar, VIP Road,
Near Tycoon Hotel Siripuram,
Visakhapatnam-530 003, Andhra Pradesh.

……………………………… **Respondent No. 9**

ORDER DELIVERED ON: 17.07.2026

CORAM: HON'BLE Mr. KISHORE VEMULAPALLI, MEMBER (JUDICIAL)
HON'BLE Mr. UMESH KUMAR SHUKLA, MEMBER (TECHNICAL)

COUNSELS/ PARTIES PRESENT:

For the Petitioners : Mr. A. Nagaraj Kumar, Advocate.
For the Respondents : Ms. B. Suchiri, Proxy for Mr. Rajasekhar Salvaji, Advocate.

ORDER
[PER: BENCH]

This Petition bearing no. CP/2/59/AMR/2022 (hereinafter referred to as the "**Petition**" or "**CP 2/2022**") was filed on 10.02.2022 vide Diary No. 237 by Shri Hemanth Kumar Patibandla (hereinafter referred to as the "**Petitioner No. 1**" or "**P1**") and Shri Srinivasa Babu Patibandla (hereinafter referred to as the "**Petitioner No. 2**" or "**P2**") (hereinafter Petitioner Nos. 1 & 2 together referred to as the "**Petitioners**") Under Sections 59, 210 read with 213, 447 and 448 of the Companies Act, 2013 (hereinafter referred to as the "**CA, 2013**") against STBL Projects Limited (hereinafter referred to as the "**Respondent No. 1**" or "**R1 Company**"), Shri Veerabadra Rao Guthikonda (hereinafter referred to as the "**Respondent No. 2**" or "**R2**"), Smt. Venkatanaga Lakshmi Guthikonda (hereinafter referred to as the "**Respondent No. 3"** or "**R3**"), Shri Venkata Krishnaiah Gorripati (hereinafter referred to as the "**Respondent No. 4**" or "**R4**"), Smt. Tanuja Guthikonda (hereinafter referred to as the "**Respondent No. 5**" or "**R5**"), Shri Naga Kumar Kokku (hereinafter referred to as the "**Respondent No. 6**" or "**R6**"), Shri Dear Dinesh Guthikonda (hereinafter referred to as the "**Respondent No. 7**" or "**R7**"), Shri Ganji Aveen Kumar (hereinafter referred to as the "**Respondent No. 8**" or "**R8**") and Shri Surendra Kuchipudi (hereinafter referred to as the "**Respondent No. 9**" or "**R9**") (hereinafter Respondent Nos. 1 to 9 together referred to as the "**Respondents**") for the following relief(s) and to pass an Order(s) for:

<u>Interim Reliefs:</u>

i. Direct the Respondents to keep in abeyance the subject 1,000 equity shares of each of the Petitioners, and rights emanating therefrom, until further orders;

ii. Direct the R1 Company to produce and deposit the original documents before this Tribunal pertains to the alleged share transfers of Petitioners, viz. instruments of share transfer, i.e. Form SH-4, request letter for transfer of shares, the mode of deposit of share transfer form with the R1 Company, register of members, register of share transfers, register of directors attending to the board meetings and the registers of board meeting minutes etc.

iii. Direct the R1 Company to produce and deposit the original documents before this Tribunal pertains to the resignation of P1 as director of R1 Company, viz. resignation letter, covering letter to resignation letter, if any, the mode of deposit of resignation letter with the R1 Company, register of directors, register of directors attending to the board meetings and the registers of board meeting minutes etc.

iv. Direct the R5 to produce certified copy of her passport evidencing her travel details since from January 2014 to December 2016.

Permanent Reliefs:

i. Rectification of register of members of the R1 Company in particular reference to both the Petitioners shares, illegally transferred by the Respondents;

ii. Imposing fine under Section 447 and 448 of the CA, 2013, independently against all the Respondents in respect of defaults committed against both the Petitioners;

iii. Investigation on the affairs of the R1 Company under section 210 read with section 213 of the CA, 2013[2];

iv. Costs of the petition to the Petitioners and

v. Any other Order(s), as the Tribunal may deem fit and proper in the circumstances of the case and in the interest of justice.

2. The registered office of the R1 Company is presently situated at D.No.6-175/20, beside STBL Cineworld, Near Ayyappa Swamy Temple, Sheela Nagar, Vishakapatnam-530012 within the State of Andhra

[2] In the Petition e-filed, it is written as *"Investigation on the affairs of R1 Company and inspections of records and registers of the R1 Company under section 210 and 206 of the CA, 2013"*

Pradesh. Therefore, the territorial jurisdiction lies with this Bench of National Company Law Tribunal.

FACTS OF THE CASE:

3. The facts of the case, as stated by the Petitioners in the Petition are summarised below:

(i) The R2 along with his wife R3, promoted R1 Company and are managing the affairs of R1 Company since its inception/ incorporation[3], i.e. 05.03.2007. As on the dates of offences, the R2 and R3 are designated as Managing Director and Director respectively of the R1 Company, which is having registered office in Visakhapatnam.

(ii) The P2 and R2 being family friends since 2003 and having business relations for almost 13 years, the P2, immediately in the succeeding year of incorporation of the R1 Company, was appointed as director of the R1 Company on 06.10.2008, and was also allotted 1,000 equity shares of the R1 Company.

(iii) Accordingly, long-term friendship and business relationship of the P2 and R2 turned-out into an alliance and on 14.08.2014, the P1 married to the R5, who is the daughter of the R2.

(iv) Based on the mutual understanding, on 21.07.2014, the P2 resigned and the P1 was appointed as director of the R1 Company effective from 06.08.2014. Further on 07.03.2015, Shri Sattu

[3] The copies of certificate of incorporations of the R1 Company are enclosed as Annexure-1 of the Petition.

Ramesh transferred 1,000 equity shares of the R1 Company in favour of the P1 and disclosures by the R1 Company was made through the requisite forms to the Registrar of Companies, Andhra Pradesh (hereinafter referred to as the "**RoC**") by uploading the mandatory forms[4] on www.mca.gov.in.

(v) The P1 managed the Vijayawada Branch operations & affairs of the R-1 Company and operated, as one of the signatory, the bank account of the R-1 Company maintained with Union Bank of India, Vijayawada. The P1 also received Rs.1,00,000/- per month remuneration from August 2014 to December 2015 from the R1 Company.

(vi) The P1 and R5 together as well as independently travelled abroad on pleasure trips and in pursuit of the R5 higher education.

(vii) Due to the personal differences arisen after the marriage, between the P1 and the R5, the R5 filed original petition for divorce vide O.P. No.510 of 2016 on 11.04.2016. Hon'ble V Additional District and Sessions cum Family Judge (hereinafter referred to as the "**Family Court**"), vide Order dated 02.08.2017 declared that the marital tie between the P1 and R5 dissolved by a decree of divorce by mutual consent.

(viii) During August/ September 2020, the P1 upon due enquiry, verification and inspection of documents uploaded by the R1

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[4] The copies of Form Nos. DIR-11, DIR-12 & 66 and Form No. MGT-7 of the financial year 2014-15 are enclosed as Anneuxre-2 and Annexure-3 respectively of the Petition.

Company on www.mca.gov.in, came to know that the Respondents with conspiracy and collusion, illegally and fraudulently in gross violation of the CA, 2013, by uploading Form No. MGT-7[5] (hereinafter referred to as the "**MGT-7**") on 03.01.2020 & Form No. DIR-12 (hereinafter referred to as the "**DIR-12**") on 15.04.2016 informed to the RoC that:

- On 27.04.2018, the P1's 1,000 equity shares of the R1 Company transferred 500 each to the R7 and R8;
- On 27.04.2018, the P2's 1,000 equity shares of the R1 Company transferred to the R8;
- On 25.03.2016, the P1 resigned as director of R1 Company.

<u>Fraud committed by the Respondents:</u>

<u>Illegal Transfer of Shares:</u>

(ix) The modus operandi adopted by the Respondents to commit the above offences is by filing MGT-7 in the office of RoC uploading the same by the R1 Company on 03.01.2020 under the digital signature of the R2 illegally disclosing the alleged and purported, transfer of 1,000 equity shares of the P1, 500 each to R7 and R8 and transfer of 1,000 equity shares of the P2 to the R8, with antedate, i.e. 27.04.2018.

(x) The MGT-7 is not only a false declaration, which amounts to an offence under section 448 of the CA, 2013, but also is brought into

[5] The copy of MGT-7 of the financial year 2018-19 is enclosed as <u>Annexure-4</u> of the Petition.

existence through fraudulent means, which amounts to "fraud", punishable under section 447 of the CA, 2013.

(xi) The P1 and P2 have not transferred their holding of 1,000 equity shares of Rs.10 each of the R1 Company to any one at any time till date and have not executed any instruments of transfer, i.e. Form No. SH-4 (hereinafter referred to as the “**SH-4**”), in favour of the R7 and R8 for transfer of their holding of 1,000 equity shares of Rs.10 each of the R1 Company. Further, the P1 and P2 have not received any consideration from the R7 and R8 for the alleged transfer of 1,000 equity shares each of the R1 Company.

(xii) In the absence of execution of the SH-4 by the P1 and P2, the R1 Company approving the transfer of 1,000 equity shares each of the P1 and P2 to the R7 and R8 on 27.04.2018 is in gross violation of the provisions of section 56 and 59 of the CA, 2013 and rules made there under, as well as Article 34 to 44 of the Articles of Association (hereinafter referred to as the “**AoA**”) of the R1 Company.

(xiii) The alleged and purported unlawful transfer of shares of the P-1 and P2 amounts to forgery leading to fraud under Section 447 of the CA, 2013, and the Respondents are guilty of fraud committed with an intent to deceive the Petitioners.

(xiv) Further, the R1 Company by circumventing the mandatory compliance requirement of Ministry of Corporate Affairs Notification G.S.R. 853(E), dated 10.09.2018, for dematerialization of all its securities effective from 02.10.2018, belatedly filed MGT-7 on

03.01.2020 disclosing the alleged transfer of shares of the P1 and P2 to the R7 and R8 with antedate, i.e. 27.04.2018, in physical mode with fabrication of documents in order to avoid with the strict compliance of transfer of shares in dematerialization mode.

Illegal cessation of the Petitioner as Director:

(xv) The R1 Company along with the collusion and conspiracy of the R2 to R9 illegally filed by uploading DIR-12[6] on 19.04.2016 along with fabricated resignation letter with forged signature of the P1 on www.mca.gov.in, and informed to the ROC and confirmed that the P1 ceased to be a director of the R1 Company and is not associated with the R1 Company with effect from 25.03.2016 due to resignation under section 168 of the CA, 2013.

(xvi) The P1 has never tendered his resignation as director of the R1 Company, much less never signed alleged resignation letter dated 25.03.2016 and never forwarded to the Board of directors of the R1 Company in order to sign and acknowledge as "Received on 30.03.2016" by the Managing Director for the R1 Company.

(xvii) In gross violation of Section 173(3) of the CA, 2013 as well as Article 114(2) of the AoA of the R1 Company, the R1 Company not served the notice of board meeting of the R1 Company held on 31.03.2016 to the Petitioner, wherein the Board of Directors of the R1 Company noted and taken on record of the notice of resignation dated

[6] The copy of DIR-12 is enclosed as Annexure-5 of the Petition.

25.03.2016 of the Petitioner as director of the R1 Company effective from 25.03.2016.

(xviii) Further, in the process of fabrication of purported documents, the Respondents committed another mistake of contravention of the provisions of section 168(2) of the CA, 2013, whereas the purported resignation of the Petitioner is taken on record effective from 25.03.2016 instead of 30.03.2016, the receipt of purported resignation letter.

(xix) Further, the e-mail ID of director mentioned as "gokeda@gmail.com" as against column 1.xvi at page 2 of 5 of the DIR-12 does not belong to the P1 and is a fictitious e-mail ID created by the Respondents for the sole purpose of filing the DIR-12 without the notice of the P1 as well as to avoid the attention of the P1. All the times, the P1 used “hemanthchowdary2727@gmail.com” and “stblvja@gmail.com”, e-mail IDs, while corresponding with the Respondents.

(xx) As per the technical procedure being followed by the Ministry of Corporate Affairs, whenever DIR-12 is filed by any Company, immediately after approval of the same, by default an e-mail is forwarded to the Company registered e-mail ID as well as ceased director's e-mail ID being mentioned in the DIR-12.

(xxi) In order to circumvent the above process, the Respondents intentionally mentioned "gokeda@gmail.com" knowingly false email ID of the P1 to keep the P1 in dark as far as his alleged and purported resignation is concerned.

(xxii) Further, the R2 in the capacity of Managing Director of and on behalf of the R1 Company signed and provided 'proof of dispatch of resignation letter' confirming that "Mr. P. Srinivas Babu, who has resigned from the Board, submit his resignation letter by hand to the Company on this day 21.07.2014" and certified true copy of Board Resolution taking on record "Resignation of Mr. Srinivasa Babu Patibandla as director of the Company" to the P2 for filing DIR-11 for his resignation as director of the R1 Company effective from 21.07.2014.

(xxiii) Since the Respondents fabricated the resignation documents of the P1 and therefore not provided the copies of 'Proof of Dispatch of Resignation Letter' and board resolution to enable the P1 to file DIR-11 for his alleged resignation in March 2016.

(xxiv) Further, the R2 and R9 on behalf of the R1 Company made false disclosure in MGT-7 stating that the R5 attended all the board meetings held during 2015 to 2020, whereas in fact, the R5 frequently travelled abroad on many occasions in pursuit of pleasure trips as well as higher education and accordingly, not attended the board meetings of the R1 Company.

(xxv) The Respondents uploading above fabricated documents, viz. MGT-7 and DIR-12 amounts to default under Section 59 and violation of sections 447, 448 of the CA, 2013. Therefore, this

Petition is filed in accordance with section 59 read with sections 447 and 448 of the CA, 2013 for the defaults and violations committed by the Respondents.

(xxvi) Both the Petitioners have filed private complaints against the Respondents, before the Hon'ble IV Additional District Judge Special Judge Economic Offences, Visakhapatnam (hereinafter referred to as the "**ADJ-SJ for EA**"), which are registered as C.C. No. 29/2021 and C.C. No. 30/2021.

(xxvii) The P2 authorised his son, P1, vide Power of Attorney dated 13.07.2021 to file this Petition on behalf of the P2.

COUNTER OF THE R1, R2 and R3 TO R8:

4. The R2 vide Diary No. 341 dated 25.07.2022, filed the Counter dated 12.07.2022 on his behalf and behalf of the R1 & R3 to R8, which has been summarized below:

(i) The Petition is false, motivated, malicious, barred by limitation, and not maintainable.

(ii) The R2, along with the R3, promoted the R1 Company on 05.03.2007 and the Petitioners were neither promoters nor first directors of the R1 Company and were inducted at a later stage. The R2 is the Managing Director and in-charge of its day-to-day affairs of the R1 Company. The paid-up share capital of the R1 Company is Rs.1,49,50,000/- divided into 14,95,000 equity shares of Rs.10/- each and the reserves and surplus amount to Rs.40,87,59,000/-. The R1 Company was incorporated to carry on the business of construction, development of housing projects, real estate, and allied activities and has earned goodwill and reputation during its business operations spanning more than one and a half decades[7]. The R1 Company is a public limited company and there are no additional restrictions in its AoA in the matter of appointment and resignation of the Directors and transfer and allotment of shares other than what was prescribed by the CA, 2013. The R1 Company has been doing well and is being run on sound lines[8].

(iii) The Petitioners were holding 1,000 equity shares each before they ceased to be shareholders of the R1 Company, which constituted only 0.01% of the total paid-up capital of the R1 Company, that too, was originally given and caused to be given to them by the R2 at his own cost in order to accommodate them in the R1 Company and give them a position in the society, as the P2 was a long-time acquaintance of the R2.

(iv) As part of this strategy, the Petitioners came close to the R2 with a predetermined plan to get into the R1 Company and became shareholders and directors. After their induction into the R1 Company, the Petitioners by their gullible talks and acts got into family ties with the R2's family through marriage of the P1, who is son of the P2, with the R5, who is the daughter of the R2. The R2

[7] The Memorandum of Association and AoA of the R-1 Company are enclosed as Annexure R-2 of the Counter.

[8] The audited financial statements for the year ended 31.03.2021 are attached as Annexure R-1 of the counter

gave the Petitioners, a position and made the P1 one of the directors with a remuneration of Rs.1,00,000 per month.

(v) The disputes arose between the families of the Petitioners and the R2 on account of matrimonial issues involving the P1 and the R5, after which the R-2 in order to buy peace, agreed to a settlement of the matrimonial relationship and disputes between the P1 and R5. As a part of this settlement, an agreement was entered into on 26.07.2017 between the members of the R2 and P2 as per which, both the parties ended their business and personal relationship as well as the marital relationship of the R5 with the P1. As per this agreement and general and implied understanding, the parties have no further claim against each other. The Learned Family Court, by order dated 02.08.2017 decreed the OP No. 510 of 2016, nullifying and dissolving the marriage and marital relationship between the P1 and R5. The cessation of the Petitioners, as shareholders and directors of the R1 Company, is the consequence of the above settlement.

(vi) The R5 since married to a person very respectable in the society, and knowing this fact very much, the Petitioners resorted to referring to the R5 as unmarried and mentioned her maiden name containing the father's surname instead of her in-laws' surname, deliberately to humiliate the R2's family.

(vii) The P2 was originally appointed as Director on 06.10.2008 by the R1 Company, even though he did not have any stake and directorship was conferred only because of his long acquaintance with the R2 and his pretended loyalty. In order to give him some position, the P2 was also given 1000 equity shares in the R1 Company through transfer. After marriage of the son of the P2 with the daughter of the R2, in order to promote the P1, being ex-son in the law of the R2, the P2 was appointed as an additional director on 06.10.2014, was given the salary of Rs.1,00,000 per month plus perks and was entrusted with the management of Vijayawada operations of the R1 Company and thereafter, was also given 1,000 shares through transfer. Consequent to the above developments, the P2 resigned as director of the R1 Company with effect from 21.07.2014[9].

(viii) Subsequent to the cessation of the relationship and exit of the Petitioners from the R1 Company, many startling facts about the misappropriation of the funds and properties of the R1 Company committed by the Petitioners in connection with the management of the affairs of the R1 Company's Vijayawada branch have come out and inquiry is on and once, the inquiry report is received by the board, necessary action will follow.

(ix) There is no dispute regarding the cessation of the directorship of the P2, as it has been admitted by him that he resigned with effect from 21.07.2014 on his own to accommodate his son as director of the R1 Company, as he was to marry the daughter of the R2, and

[9] DIR-12 for the appointment of the P2, and P1 along with statement of the salary drawn by the P1 and DIR-12 for the resignation of the P2 along with their respective letters of consent and resignation are attached as Annexure R-3 to Annexure R-6 of the Counter.

in his place, the P1 was appointed as director with effect from 06.08.2014.

(x) The P1, as a consequence of marital disputes and pending settlement of the issues, resigned on 25.03.2016. The P1 was appointed as a director of the R1 Company and 1,000 shares were transferred to him as a consequence of his marriage with the daughter of the R2. When their relationship ended and both the parties settled their rights and properties, he resigned his director's post and transferred his nominal shareholding. There was neither fabrication nor forgery as alleged by the Petitioners.

(xi) As per section 168 (2) of the CA, 2013, the resignation of a director shall take effect from the date, on which the notice is received by the company or the date if any, specified by the director in the notice, whichever is later. The P1 submitted his resignation to the R1 Company on 25.03.2016 as such; he ceased to be the director with effect from 25.03.2016 and therefore, was not entitled to any notice of the subsequent board meeting held on 31.03.2016, in which his resignation was taken note of. Thereafter, the DIR-12 was filed with the RoC on 12.04.2016[10] and thus, there was no irregularity in the matter, as alleged by the Petitioners.

(xii) The P1 resignation has been in the public domain for the last seven years and he was not called to any board meeting after his

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[10] DIR-12 intimating the resignation of the P1 as director filed with ROC, copy of the resignation letter of the P1, board meeting dated 31.03.2016 taking note of the resignation of the P1 are enclosed as <u>Annexure R-7 to Annexure R-9</u> respectively.

resignation. However, he did not question the same. Had he not resigned, he ought to have sent a notice or mail to the management of the R1 Company for not sending the board meeting notices to him, but he did not do so, which means that he has no ground to agitate on the above issue.

(xiii) The Petitioners also borrowed loans from the R2 from time to time through their family Company namely Marco Cast Private Limited (hereinafter referred to as the "**MCPL**") and have failed to pay the outstanding dues of Rs.28 lakhs to date, for which the R2 had issued notice under section 138/141 of the Negotiable Instruments Act, 1881 (hereinafter referred to as the "**NI Act**") and thereafter, filed complaint against the P2, being the signatory of the post-dated cheques that were dishonoured, before the competent Court[11].

(xiv) The R2 and his family members hold more than 99.99% of the shareholding of the R1 Company and control the board of directors. If the respondents desired, they could have also legally removed the P1 as a director following due process of law under section 169 of the CA, 2013 by invoking their right as shareholders under the above section. There was no reason for them to resort to any illegal means in relation to either the resignation of the P1 or the transfer of the Petitioners' shares.

[11] Copies of the bank statements evidencing the loans borrowed by the Petitioners through MCPL, notice under section 138 issued, ledger account of the R2 in the books of MCPL, and copy of the criminal complaint filed under NI Act are enclosed as Annexure R-10 to Annexure R-13 of the Counter.

(xv) Section 433 of the CA, 2013 states that the provisions of the Limitation Act, 1963 shall, as far as may be, apply to proceedings or appeals before the Tribunal. The limitation period to agitate on the cessation of the directorship is only three years as such, the issue is barred by time.

(xvi) The Petition has been filed under Section 59 of the CA, 2013 seeking relief of rectification of register of members and no relief was sought with respect to any other matters including resignation to the directorship by the P1 as such, the Petition is an attempt to address issues, for which no relief was either sought or is possible under section 59 of the CA, 2013. The Petition, therefore, is not maintainable as it is bad in law and misleading.

(xvii) The Notification G.S.R. 853(E) dated 10.09.2018 relating to dematerialization of securities has no application to the present case. The impugned share transfers took place on 27.04.2018, prior to the notification coming into force on 02.10.2018, and the R1 Company had not issued any securities after the effective date attracting the provisions of the said notification.

(xviii) The Petitioners have pursuant to the overall settlement of the issues and properties[12], transferred 2,000 shares in the R1 Company to the Respondents by executing transfer deeds and surrendering share certificates to the Transferees[13]. This transfer was taken

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[12] The agreements are enclosed as. Annexure R-14 to Annexure R-16 of the Counter.

[13] Transfer deeds dated 10.04.2018 executed by the Petitioners with their signatures attested by a Notary Public dated 27.04.2018 approving the transfer of shares of the

place on 27.04.2018, which is around the dates of the settlement agreement. Since the resignation from the directorships and transfers of the shares of the Petitioners in the R1 Company are a natural consequence of the end of the relationship between the Petitioners and the Respondents and the dissolution of the marriage of the P1 with the R5, no special mention was made about the above transactions in the agreements, but it is very clear that with the settlement concluding, no party has a claim against the other. One of the employees of the R1 Company was deputed by the management to the Petitioners at their request on 27.04.2018 to collect the Transfer deeds and certificates and bring bank the same to the Office and the said Employee has gone to Vijayawada, proceeded to the Petitioners house and collected the executed Transfer deeds and the relevant share certificates on 27.04.2018 and brought them back to Visakhapatnam and delivered them in the Office on the same day[14].

(xix) The Petitioners have neither produced their share certificates nor made any mention of the same in their Petition. If the Petitioners had not transferred their shares as claimed by them, they ought to have the share certificates in their possession. The Petitioners have no share certificates in their possession, as they have surrendered

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Petitioners to the R7 and R8 are enclosed as Annexure R-17 to Annexure R-18 of the Counter.

[14] An affidavit given by the Employee swearing to the fact of collecting the share transfer deeds and share certificates from the Petitioners personally and delivering the same in the office on 27.04.2018 is enclosed as Annexure R-19 of the Counter.

the same to the Transferees, which alone proves beyond reasonable doubt that the Petitioners have transferred their shares.

(xx) The signatures of the Petitioners on their resignation letters & agreements enclosed to this Counter vary from page to page and the bank operations signature of the P1 also slightly differs from his signatures on the above agreements. However, the curves easily prove that the forgery and fabrication are empty allegations to prosecute this vexatious litigation and abuse the process of law. The Petitioners have signed the transfer deeds by themselves and got them attested by the Notary Public and submitted the same together with the share certificates to the R1 Company for necessary action, after which the Board approved the transfers and disclosed the same in the Annual Return.

(xxi) The establishment of forgery and fabrication is not within the scope of section 59 of the CA, 2013 and a case under section 447 of the CA, 2013 does not lie before this Tribunal.

(xxii) The offense under Section 447 of the CA, 2013 is triable by the competent criminal court designated for trying such offense and offense under section 435 of the CA, 2013 is triable by the Central Government designated special courts in respect of severe offenses and magistrate courts for other offenses. Under section 436 of the CA, 2013, all the cases and offenses under the Companies Act, shall be tried by the Special Court designated by the Government. Fraud under section 447 cannot be established by, levelling mere allegations, but the same should be tried before the designated and notified special court and a trial has to be conducted as per the procedure under Cr.P.C for a trail of summary and criminal cases as may be applicable has to be strictly followed and the designated prosecutor under the CA, 2013 has to prosecute the complaint. Unless the fraud is established as stated above, by the competent court having jurisdiction, fraud cannot be taken cognizance by this Tribunal.

(xxiii) The share transfers were antedated and disclosed belatedly in the Annual Return is incorrect. The transfers took place on 27.04.2018 and the Annual Return for the financial year 2018-19 was filed on 28.12.2019 within the extended time granted by the Central Government vide Notification No.13/2019 dated 29.10.2019.

(xxiv) Article 137 (under Part II) of the Schedule to the Limitation Act, 1963 provides the limitation period of three years dealing with "any application for which no period of limitation is provided elsewhere in this Division. According to the ***Judgment of the Hon'ble Supreme Court of India in the matter of Kerala State Electricity Board v. T.P. Kumhaliumma, AIR 1977 SC 282***, it was held that Article 137 of the Limitation Act, 1963 will apply to any petition for rectification of the share register, which prescribes a period of three years of the transfer of shares.

(xxv) The disputed questions raised by the Petitioners are in respect to the personal and civil rights, which are outside the jurisdiction of this Tribunal, as these require a trial, recording evidence, and marking exhibits and this is possible only, when the Petitioners invoke the jurisdiction of the competent civil court.

(xxvi) The Petitioners filed criminal cases independently before the Learned ADJ-SJ for EA against the R1 Company and R2 to R8 under Sections 447/448 read with Section 120-B of the IPC vide CC Nos. 29 of 2021 and 30 of 2021[15], which are verbatim of this Petition and the relief sought is to adjudicate the fraud allegedly committed by the Respondents under sections 447 and 448 of the CA, 2013.

(xxvii) The *Hon'ble Supreme Court vide Judgment dated 06.07.2020 in the matter of Aruna Oswal vs. Pankaj Oswal & Ors. in Civil Appeal No. 9340 of 2019* held that with regard to the dispute as to the rights, title, and interest in the securities, the finding of the civil court would be final and thus, refrained from deciding the issues therein considering that it is a civil dispute and cannot be decided in these proceedings since the decision would jeopardize the parties' rights and interests in the civil suit.

(xxviii) The Order dated 07.02.2000 of the *Company Law Board, Northern Region in the matter of Tarsen Kansil vs. Dev Spinners Limited, 2000 SCC OnLine CLB 5* observed that the matter with a dispute, wherein the allegation of transfer of shares fraudulently and collusively is for consideration, involves highly disputed questions of fact regarding fraud, forgery, misrepresentation and manipulation and relying on the Judgement of the Hon'ble *Bombay High Court in*

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[15] Copies of the private criminal complaints 29 of 2021 and 30 of 2021 are enclosed as Annexure-20 of the Counter.

National Insurance Company Limited vs. Glaxo India Limited, (1999) 98 Comp Cas 378 held that such matters cannot be decided in summary jurisdiction and the Supreme Court directed the Petitioners, if so advised, to approach the Civil Court.

(xxix) This Tribunal taking into account some of the Supreme Court cases discussed above held in *TCP. No.134/241/AMR/2019 in the matter of Ganta Venkata Subhash Kumar vs. Naga Chandra Lime Briquettes Private Limited* in similar circumstances and facts including disputes as regards transfer of shares as existed in the present Petition, by an Order dated 04.05.2022 of this Tribunal held that there need to decide several questions of fact, which are not within the purview of this Tribunal.

COUNTER FILED BY THE R9:

5. The R9 vide Diary No. 340 dated 25.07.2022, filed the Counter dated 12.07.2022 praying that his name be deleted from the array of parties and that the proceedings against him be dismissed based on the following facts:

(i) The R9 is a practicing Company Secretary registered with the Institute of Company Secretaries of India (hereinafter referred to as the "**ICSI**") vide Membership No. A34205 and Certificate of Practice No. 12732.

(ii) The R9 was concerned with neither the internal affairs of the R1 Company nor the disputes between the Petitioners and

Respondents and no substantive relief had been sought against him in the Petition.

(iii) The R9 has been providing secretarial services to the R1 Company since the financial year 2014-15 and has been discharging his professional duties in accordance with the provisions of the Companies Act, applicable Secretarial Standards, and the guidelines issued by the ICSI and no complaint had ever been made against him by the Petitioners or any other person during the course of rendering such professional services.

(iv) The disputes raised in the Petition are essentially between the Petitioners and the management of the R1 Company and a practicing Company Secretary has no role in the internal disputes of the shareholders or directors. The allegations against him relate principally to the filing of DIR-12 concerning the cessation of directorship of the P1 and the certification of MGT-7 (Annual Return) for the financial year 2018-19.

(v) With regard to DIR-12, the R1 Company had forwarded to him the copy of the Board Resolution taking note of the resignation of the P1 as Director with effect from 25.03.2016 along with a copy of the resignation letter dated 25.03.2016. Based on the documents furnished by the R1 Company, he verified the same and uploaded DIR-12 on the MCA portal using the digital signature of the R2. There was no irregularity in the verification or filing of the said form and he had acted strictly on the basis of the documents and information supplied by the management of the R1 Company. A practicing Company Secretary has no authority to investigate the affairs of the R1 Company or independently verify the genuineness of a resignation beyond the documents placed before him. The DIR-12 was filed before the RoC on 12.04.2016 and the Petitioners had not questioned the said filing for more than six years.

(vi) Under the provisions of the CA, 2013, the MGT-7 is required to be certified by a practicing professional and the R1 Company engaged his services for certification and filing of the MGT-7 for the financial year 2018-19 and after due verification, he certified and uploaded the same using the digital signature of the R2 and the list of shareholders as on 31.03.2019 formed part of the MGT-7 and he had no role in the transfer of shares disputed by the Petitioners. His role was confined to certification of the Annual Return on the basis of records produced before him and he had no personal interest in the affairs of the R1 Company or the disputes between the shareholders and there is no irregularity in certification of MGT-7.

(vii) It has been observed by the *Hon'ble NCLAT, Principal Bench vide Order dated 06.11.2017 in the matter of Shanta Prasad Chakravarty & Ors. vs. Bochapathar Tea Estate Private Limited & Ors. in Company Appeal (AT) No.297 of 2017* that professionals, such as auditors are not necessary parties to proceedings concerning disputes between shareholders and management.

<u>PETITIONERS' REJOINDER TO THE COUNTER OF R1 TO R8:</u>

6. The Petitioners vide Diary No. 1829 dated 01.03.2023, filed the Rejoinder dated 01.03.2023, which has been summarized as under:

(i) The acts of forgery and fabrication of documents constituting fraud under Section 447 of the CA, 2013 and false statements under Section 447 of the CA, 2013, does not rescue the Respondents with the quantum of shareholding/ size/ brand/ reputation of the R1 Company. The explanation to section 447 of the CA, 2013, abundantly makes it clear about the fraud read with wrongful gain and wrongly loss.

(ii) An FIR No. 02 of 2023 dated 03.01.2023[16] is registered against the R2 by the Suryaraopeta, Vijayawada Police Station, inter-alia, for forgery of the P2 signature on vakalatnama and impersonating and misrepresenting the P2, based on the reference under Section 156(3) of the CrPC, by the Hon'ble I Additional Junior Civil Judge-cum-I Additional Metropolitan Magistrate, Vijayawada (hereinafter referred to as the "**Metropolitan Magistrate**").

(iii) The Petitioners relied upon the public documents[17] available on www.mca.gov.in, wherein the R5 is still continuing with her father's surname even today. When the R2 and R5 themselves mentioning the R5 name with her father's surname in all the ongoing litigations between the Petitioners and Respondents, on what basis the R2 can question the Petitioners using the R5 name with her father's surname. It is not clear that how mentioning the R5 name with her father's surname will defame or bring disrepute to the R2 family.

[16] The Copy of FIR and complaint is annexed as Annexure-A1 of the Rejoinder.

[17] The Copy of R1 Company Master Data and the R5 Director Master Data downloaded by the Petitioners on 28.02.2023 from www.mca.gov.in is annexed as Annexure-A2 of the Rejoinder.

(iv) The R5 originally filed O.P.No.510 of 2016 under Section 13(1)(ia) of Hindu Marriage Act, 1955, for divorce for cruelty and later converted the said Original Petition into Section 13B, divorce by mutual consent. Accordingly the Hon'ble Family Court, vide Orders dated 02.08.2017 granted decree of divorce on mutual consent[18] by dissolving the marriage of the P1 and R5.

(v) The settlement agreement dated 26.07.2017, sale agreement with position dated 28.07.2017 and partition deed dated 28.07.2017 are absolutely silent about the cessation of the Petitioners as shareholders and directors of the R1 Company, therefore no consequences as such can arise from the settlement agreement thereon, more particularly when the R1 Company is not party to any of these agreements.

(vi) It is not clear that when the settlement agreement is executed on 26.07.2017, how the P1 can tender his resignation as director effective from 25.03.2016.

(vii) The purported and illegal transfer of shares of both the Petitioners effected by the Respondents on 27.04.2018, after almost delay of nine months from the date of above family settlement of assets, properties and rights between the parties, itself is a conclusive evident that the purported transfer of shares is nothing, but fabrication and forgery leads to fraud and false statement under Sections 447 and 448 of the CA, 2013.

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[18] The copy of the Divorce Orders dated 02.08.2017 is annexed as Annexure-A3 of the Rejoinder.

(viii) Even after settlement agreements/ deeds, the R2 illegally transferred in his sole name the immovable property that is jointly held by the P2 and R5 respectively, and the P2 instituted legal proceedings thereon before the concerned court, which is pending for trial.

(ix) It is held by appropriate forums and courts that in the case of a continuing offence, a fresh period of limitation shall begin to run at every moment of the time during which the offence continues.

(x) The forensic examination of purported resignation letter and purported share transfer forms reveals the true picture and categorically clarifies the iota of doubt, if any, about the signature of the Petitioners.

(xi) The forensic audit by the information technology expert will reveal the internet protocol used and the role of hidden individual behind the creation of "gokeda@gmail.com".

(xii) The false and baseless criminal proceedings filed by the R2 under Section 138 of the NI Act, and registered as CC No.16 of 2022 against the P2 are stayed by the Hon'ble High Court of Andhra Pradesh[19]. The core issue of P2 signing and issuing the cheque on behalf of MCPL does not arise, because it is undergoing corporate

[19] The Copies of the Quash Petition and interim stay order dated 30.06.2022 are annexed as Annexure-A4 of the Rejoinder

insolvency resolution process effective from 13.12.2019, vide Order[20] passed by this Tribunal.

(xiii) With reference to private complaints filed against the Respondents, the Hon'ble High Court of Andhra Pradesh vide Orders dated 30.11.2022 stayed all further proceedings in C.C.No. 29/2021 and C.C.No. 30/2021 on the file of the Hon'ble ADJ-SJ for EA, including appearing of the Petitioners, pending further orders.

PETITIONERS' REJOINDER TO THE COUNTER OF R9

7. The Petitioners vide Diary No. 1768 dated 25.02.2023, filed the Rejoinder dated14.02.2023 stating that:

(i) The R9 is trying to shy away from his own affirmations in the form of certification and declaration digitally accorded to the MGT-7 on 28.12.2019 for the illegal transfer of shares and to the DIR-12 on 12.04.2016 for illegal resignation of director, in the independent professional capacity of the Company Secretary on practice, which is nothing but colluding with the management of the R1 Company.

(ii) The onus lies on the Company Secretary in Practice to check and verify the original documents pertains to transfer of shares and resignation of director of the R1 Company, while certifying in pursuant to the provisions of the CA, 2013.

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[20] Copy of the Orders dated 13.12.2019 passed by this Tribunal is annexed as Annexure-A5 of the Rejoinder.

(iii) Prima facie, the date of purported cessation mentioned in column no. xvii of the DIR-12 as 25.03.2016 is categorical violation of the provisions of section 168(2) of the CA, 2013.

(iv) The email ID of P1 and P2 is emphatically mentioned as "stblvsp@gmail.com", whereas the email-id of the P1 is mentioned as "gokeda@gmail.com" in the DIR-12 uploaded on 19.04.2016 for the purported resignation of P1.

(v) The duty and responsibility of the R9 being independent professional, Company Secretary in practice is to thoroughly examine and verify accuracy of the supporting documents for resignation of director as well as transfer of shares in strict compliance with the provisions of the CA, 2013, though he is not entitled and expected to investigate the resignation and affairs of the R1 Company.

(vi) The R9 with contradictory averments in his Counter committing dereliction with the declaration and certifications statements provided in the contended statutory forms

(vii) The forensic audit by the information technology expert will reveal the internet protocol used and the role of hidden individual behind the creation of gokeda@gmail.com.

(viii) As per section 448 of the Companies Act, 2013, any person making a statement, (a) which is false in any material particulars, knowing it to be false; or (b) which omits any material fact, knowing it to be material, shall be liable under section 447.

8. During the course of hearing dated 10.07.2025, the Petitioners submitted that the shares belonging to them were illegally transferred to the R7 and R8 by forging documents, and the mandatory procedure under Section 56(1) of the CA, 2013 was not followed. On the other hand, the Counsel for the R1 Company submitted that the due procedure under Section 56(1) of the CA, 2013 was duly followed for the said share transfer, and sought two weeks' time to file documents in support of compliance with the said provision. The R7 and R8 submitted that they have paid full consideration to the Petitioners for the shares in question and also sought two weeks' time to file proof of payment of consideration by them to the Petitioners. It was further noted by the Registry that pages 17 to 22 of the Petition have not been uploaded on the DMS portal and the Respondents have not filed certified true translated copies of the settlement agreements annexed with their Counter Affidavit.

9. Pursuant to the above Order dated 10.07.2025, the Counsel for Respondents vide Dairy No. 1637 dated 11.08.2025, filed a Memo dated 06.08.2025 stating that the P2 and P1 had become a Shareholder in 2008, and 2015 respectively. They had transferred their shares to the R7 and R8 in 2018 after receiving the consideration of Rs.10,000 each to P1 & P2 in cash, which is acknowledged in the SH-4. Since the transfer was complete in 2018 after delivering the share certificates by the Petitioners, the R7 & R8 have not paid any special attention or care to the receipts and due to efflux of more than 7 years' time, they could not lay their hands on these old simple receipts. The Respondents have also enclosed the following documents with the Memo:

(i) Copy of surrendered share certificate no. 7 transferred to the P1 on 07.03.2015 by S. Ramesh, to whom these shares were originally issued on 25.11.2008.

(ii) Copy of re-issued share certificate no. 4 in lieu of certificate no. 7 to the P1 on 13.06.2016 as part of rearrangement of folio numbers vide which this shares certificate were divided into two parts and transferred to R7 & R8 on 27.04.2018.

(iii) Copy of 500 shares (distinctive nos. 1491001 to 1491500) to the R7 recorded under certificate no. 8 transferred by the P1 out of his holding of 1,000 shares.

(iv) Copy of 500 shares (distinctive nos. 1491501 to 1492000) to the R8 recorded under certificate no. 9, transferred by the P1 out of his holding of 1,000 shares.

(v) Copy of the surrendered share certificate no. 10 originally issued to the P2 on 25.11.2008 for 1000 shares.

(vi) Copy of re-issued share certificate no. 6 to the P2 for 1000 shares as part of the rearrangement of folio numbers, which was duly endorsed in favour of the R7 (distinctive nos. to 1493001 to 1494000), evidencing the transfer and confirming the R7's ownership.

(vii) Copy of the true translation version in English of the Mutual Agreement dated 26.07.2017 (Angikara Patram).

(viii) Copy of the true translation version in English of the possession agreement dated 28.07.2017 (Swadhina Vikraya Agreement).

(ix) Copy of the true translation version in English of the partition deed with registration No. 3389 of (Stirachara Asthula partition deed).

10. During the course of hearing dated 28.08.2025, the Petitioners raised allegations regarding their purported signatures appearing in the SH-4 enclosed at page nos. 195, 197, and 199 of the Counter and the Respondents sought two weeks' time to verify the said signatures of the Petitioners with his signatures in the R1 Company's records and to confirm their authenticity. The Respondents were further directed to file proof of payment of consideration, if any, made to the Petitioners and to submit an additional affidavit confirming the same along with proof thereof as well as the relevant documents with regard to verification of signatures.

11. In compliance of the Order dated 28.08.2025, the R2 on behalf of the R2 to R8, vide Dairy No. 1827 dated 11.09.2025, filed an Affidavit dated 10.09.2025 stating the following:

(i) The R1 Company is a closely held company of the R2 and his family. As per Section 56 of the CA, 2013, there is no mandatory requirement for unlisted companies to maintain specimen signatures of shareholders for verification. The Board verified the share transfer in accordance with the law more particularly under Section 56 of the CA, 2013, including execution of transfer forms by both the parties, stamping, witness of signatures, and submission of original share certificates by the transferees and after being satisfied, approved the transfers. An employee, whose affidavit is already on record, collected the transfer documents from the Petitioners in person and submitted them on behalf of the transferees.

(ii) The share transfers were part of broader settlement arrangements between the Petitioners & Respondents, who were a family at the time of the transfer as such, there was no reason for the R1 Company to hold the transfers.

(iii) The transferee Respondents could not trace the receipts for payment of consideration in spite of their best efforts. Payment of consideration in this case is legal as per the Income Tax Act.

(iv) The Petitioner in order to maintain their petition under section 59 of the CA, 2013 ought to prove their case with reference to the share certificates in their possession. The Petitioners on one hand contended that they did not transfer their shares, but intentionally failed to file or mention about their share certificates in their Petition.

12. During the course of hearing dated 25.09.2025, in view of the submission of the R1 to R8 that there is no document available with them for comparing the genuineness of signatures of the Petitioners, this Tribunal took a considered view for referring the signatures of the Petitioners on the SH-4 and resignation letter of the P1 to the Central Forensic Science Laboratory (hereinafter referred to as the "**CFSL**") for verifying the genuineness of signatures and directed the R1 to R8 to submit the original SH-4 and original resignation letter of the P1 and to the Petitioners to provide their latest original Passport to the Registry.

The Registry was also directed to receive the aforesaid original documents from the parties, and send the same to the CFSL for examination and expert opinion, more particularly regarding the verification of the signatures of the Petitioners.

13. During the course of hearing dated 08.01.2026, this Tribunal observed that the Petitioners have produced their latest original Passport to the Registry, but the Respondents have not submitted the documents in compliance of this Tribunal Order dated 25.09.2025 and sought short time for producing the documents. Therefore, this Tribunal vide its Order dated 08.01.2026, directed the Respondents to submit the documents to the Registry on or before 23.01.2026, failing which the matter would be decided on merits.

14. During the course of hearing dated 03.02.2026, the Respondents submitted that they have filed an appeal against this Tribunal Order dated 25.09.2025 before the Hon'ble NCLAT, which is posted for hearing on 13.02.2026 and by the next date of hearing, the Respondents would either place the requisite documents on record or be ready to argue the matter on merits. This Tribunal vide its Order dated 03.02.2026 adjourned the matter to 19.02.2026 recording that In the event of failure to comply with the earlier directions, it shall proceed to decide the matter on merits.

15. During the course of hearing dated 19.02.2026, the Respondents submitted that the appeal before the Hon'ble NCLAT has been posted for hearing on 16.04.2026 and the Petitioner submitted that the pleadings before the Hon'ble NCLAT have already been completed. It was

observed that the adjudication of the present matter is contingent upon verification and examination of the documents referred to the CFSL, and the outcome of the proceedings pending before the Hon'ble NCLAT would have a direct bearing on further adjudication of the present case. Accordingly, the parties are directed to place on record the outcome of the proceedings before the Hon'ble NCLAT.

16. During the course of hearing dated 30.04.2026, both the parties submitted that in the Appeal before the Hon’ble NCLAT, the matter was listed on 16.04.2026, but the matter could not reach and there is no stay as on today. The Petitioners submitted that the main relief in the Petition is prayer (i) i.e. “Rectification of register of members of the R1 Company in particular referenced to both the Petitioners shares, illegally transferred by the Respondents” and both the parties agreed to restrict the scope of this Petition to the aforesaid prayer (i) and advance their arguments to the aforesaid prayer (i). The Petitioners relied upon the following documents, forming part of the Petition, in support of their case, i.e., page no. 62 of the Petition, evidencing the Petitioners’ shareholding as on 30.09.2015; page no. 83 of the Petition, containing the list of shareholders as on 31.03.2019; and page no. 85 of the Petition, containing the list of alleged share transfers on 27.04.2018. The R1 to R8 admitted the position of the documents relied upon by the Petitioners at Page Nos. 62, 83, and 85 of the Petition and submitted that the matter may be decided on merits and the same was also confirmed through the chat box that “We have nothing more to add to the pleadings. Orders may be passed on merits”.

ANALYSIS AND FINDINGS

17. We have heard the Counsel of the Petitioners and Respondents and have perused the records carefully.

18. We observe that during the course of hearing dated 30.04.2026, both the Petitioners and the Respondents have agreed to restrict the scope of this Petition with respect to the prayer (i) and the same has also been recorded in this Tribunal Order dated 30.04.2026, we will confine our analysis and findings to the prayer (i), which reads as below:

> "i. Rectification of register of members of the R1 Company in particular reference to both the Petitioners shares, illegally transferred by the Respondents."

19. Before proceeding further, we consider it appropriate to peruse the documents/ records placed by the Petitioners and Respondents relating to the above prayer:

(i) As per MoA of the R1 Company enclosed at pages 106-113 of the Counter of R1 to R8, the R-1 Company was incorporated on 24.01.2007, its authorised share capital is Rs.3,15,00,000/- divided 31,50,000 Equity Shares of Rs.10 each and the R2 and R3 are the subscribers to the MoA subscribing for 10,000 Equity Shares each. The relevant extracts of the MoA is reproduced below:

> V. The Authorized Share Capital of the Company is Rs. 3,15,00,000/- (Rupees Three Crores Fifteen lakhs Only) divided into31,50,000 (Thirty One lakhs Fifty Thousand Only) Equity Share of Rs.10/- each.

VI. We, the several persons whose names and addresses are subscribed hereunder, the desirous of being formed into a Company in Pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names:

Sl. No.	Names, Addresses, descriptions, Occupations of the subscribers	No. of Equity shares taken by each subscriber	Names, Addresses, descriptions, and Signatures of witness.
1.	GUTTIKONDA VEERA BHADRA RAO (BALAJI) S/o G. SAMBASIVA RAO 27, Padmavathi Gardens Colony, Poranki, Penamaluru Mandal, Krishna District, Andhra Pradesh, India. PIN : 521137 OCC: Business.	10000 (TEN THOUSAND ONLY)	CA. DURGA RAO PALLA, B.Com, FCA DURGA RAO & Co Chartered Accountants, 27-19-14, Durgaiah Street, Governerpet VIJAYAWADA-520002 Andhra Pradesh S/d xxxxxxxxx Mem.No: 23858
2.	GUTTIKONDA VENKATA NAGA LAKSHMI , D/o V. RAGHAVENDRA RAO, 27, Padmavathi Gardens Colony, Poranki, Penamaluru Mandal, Krishna District, Andhra Pradesh, India. PIN : 521137 OCC: Business	10000 (TEN THOUSAND ONLY)	
	Total No. of Equity Shares	20000 (TWENTY THOUSAND ONLY)	

Place: VIJAYAWADA.
Date: 24.01.2007

(ii) As per the Memo dated 06.08.2025 of the Respondents, the P1 became the member of the R1 Company, when share certificate no. 7 in respect of 1000 Equity Shares having distinctive nos. 1451001 to 1452000 originally allotted on 25.11.2008 to S. Ramesh (Regd. Folio No. 4) was transferred to the P1 (Regd. Folio No. 9) on 07.03.2015. The copy of the above Share Certificate enclosed as Annexure-1 of the Memo dated 06.08.2025, is reproduced below:

CANCELLED ON 13.06.2016

STBL PROJECTS LIMITED

Registered Office :
40-5/3-13, Tikkle Road, Vijayawada - 520010, Andhra Pradesh, India

SHARE CERTIFICATE

THIS IS TO CERTIFY that the person(s) named in this Certificate is/are the Registered Holder(s) of the within mentioned share(s) bearing distinctive number(s) herein specified in the above Company subject to the Memorandum and Articles of Association of the Company and that the amount endorsed thereon has been paid-up on each such share.

EQUITY SHARES EACH OF RUPEES 10/-
AMOUNT PAID UP PER SHARE RUPEES 10/-

Regd. Folio No. 04 Certificate No. 07
Name(s) of Holder(s) S .RAMESH

No. of Shares held ONE THOUSAND ONLY ***1000***
Distinctive No.(s) 1451001 _ 1452000

GIVEN UNDER THE COMMON SEAL OF THE COMPANY THIS 25th DAY OF NOVEMBER, 2008

DIRECTOR DIRECTOR

AUTHORISED SIGNATORY

NOTE : No transfer of any of the shares comprised in this Certificate will be registered unless this certificate is delivered at the company's Registered office.

MEMORANDUM OF TRANSFERS OF SHARE (S) MENTIONED OVERLEAF

DATE	TRANSFER No.	REGISTER FOLIO	NAME (S) OF TRANSFEREE (S)	INITIALS	AUTHORISED SIGNATORY
[illegible]	TR-03	09	P. Hemanth kumar		

(iii) As per the Memo dated 06.08.2025 of the Respondents, as a part of rearrangement of folio numbers by the R1 Company, in lieu of share certificate no. 7, the share certificate no. 4 of 1000 Equity Shares having distinctive nos. 1491001 to 1492000 was re-issued on 13.06.2016 to the P1 (Regd. Folio No. also changed from 9 to 4). The copy of the above Share Certificate enclosed as <u>Annexure-2</u> of the Memo dated 06.08.2025, is reproduced below:

CANCELLED DUE TO SPLITTING INTO CERTIFICATE NOS.8&9

STBL PROJECTS LIMITED

Registered Office : D. No. 31-50-10/120, Plot No. 120, Lakshminarsimha Gardens, Kapujaggarajupeta, Duvvada, Visakhapatnam - 530 046, Andhra Pradesh, India

SHARE CERTIFICATE

THIS IS TO CERTIFY that the person(s) named in this Certificate is/are the Registered Holder(s) of the within mentioned share(s) bearing distinctive number(s) herein specified in the above Company subject to the Memorandum and Articles of Association of the Company and that the amount endorsed thereon has been paid-up on each such share.

EQUITY SHARES EACH OF RUPEES 10/-
AMOUNT PAID UP PER SHARE RUPEES 10/-

Regd. Folio No. 04 Certificate No. 04

Name(s) of Holder(s) P. HEMANTH KUMAR

No. of Shares held ONE THOUSAND ONLY ***1000***

Distinctive No.(s) 1491001_ 1492000

GIVEN UNDER THE COMMON SEAL OF THE COMPANY THIS 13th DAY OF JUNE, 2016

DIRECTOR DIRECTOR

G.V.N. Dasu

AUTHORISED SIGNATORY

NOTE : No transfer of any of the shares comprised in this Certificate will be registered unless this certificate is delivered at the company's Registered office.

MEMORANDUM OF TRANSFERS OF SHARE (S) MENTIONED OVERLEAF

DATE	TRANSFER No.	REGISTER FOLIO	NAME (S) OF TRANSFEREE (S)	INITIALS	AUTHORISED SIGNATORY

(iv) The certificate no. 4 of 1000 Equity Shares having distinctive nos. 1491001 to 1492000 was divided and spilt certificate no. 8 of 500 Equity Shares having distinctive nos. 1491001 to 1491500 and spilt certificate no. 9 of 500 Equity Shares having distinctive nos. 1491501 to 1492000 were issued on 27.04.2018 to the P1. These split share certificate no. 8 & 9 are stated to have been transferred to the R7 (Regd. Folio No. 8) & R8 (Regd. Folio No. 9) respectively on the same date 27.04.2018. The copy of the above Share Certificates enclosed as Annexure-3 and Annexure-4 of the Memo dated 06.08.2025, is reproduced below:

SPLIT CERTIFICATE ISSUED IN LIEU OF ORIGINAL CERTIFICATE 04

STBL PROJECTS LIMITED

Registered Office : D. No. 31-50-10/120, Plot No. 120, Lakshminarsimha Gardens, Kapujaggarajupeta, Duvvada, Visakhapatnam - 530 046, Andhra Pradesh, India

SHARE CERTIFICATE

THIS IS TO CERTIFY that the person(s) named in this Certificate is/are the Registered Holder(s) of the within mentioned share(s) bearing distinctive number(s) herein specified in the above Company subject to the Memorandum and Articles of Association of the Company and that the amount endorsed thereon has been paid-up on each such share.

EQUITY SHARES EACH OF RUPEES 10/-
AMOUNT PAID UP PER SHARE RUPEES 10/-

Regd. Folio No.04 Certificate No. 08
Name(s) of Holder(s) P. HEMANTH KUMAR

No. of Shares held FIVE HUNDRED ONLY ***500***
Distinctive No.(s) 1491001 – 1491500

GIVEN UNDER THE COMMON SEAL OF THE COMPANY THIS 27th DAY OF APRIL, 2018

DIRECTOR DIRECTOR

AUTHORISED SIGNATORY

NOTE : No transfer of any of the shares comprised in this Certificate will be registered unless this certificate is delivered at the company's Registered office.

MEMORANDUM OF TRANSFERS OF SHARE (S) MENTIONED OVERLEAF

DATE	TRANSFER No.	REGISTER FOLIO	NAME (S) OF TRANSFEREE (S)	INITIALS	AUTHORISED SIGNATORY
27.04.2018	TR-05	08	G. Ram Dinesh		

SPLIT CERTIFICATE ISSUED IN LIEU OF ORIGINAL CERTIFICATE 04

STBL PROJECTS LIMITED

Registered Office : D. No. 31-50-10/120, Plot No. 120, Lakshminarsimha Gardens, Kapujaggarajupeta, Duvvada, Visakhapatnam - 530 046, Andhra Pradesh, India

SHARE CERTIFICATE

THIS IS TO CERTIFY that the person(s) named in this Certificate is/are the Registered Holder(s) of the within mentioned share(s) bearing distinctive number(s) herein specified in the above Company subject to the Memorandum and Articles of Association of the Company and that the amount endorsed thereon has been paid-up on each such share.

EQUITY SHARES EACH OF RUPEES 10/-
AMOUNT PAID UP PER SHARE RUPEES 10/-

Regd. Folio No. 04 Certificate No. 09
Name(s) of Holder(s) P. HEMANTH KUMAR

No. of Shares held FIVE HUNDRED ONLY ***500***
Distinctive No.(s) 1491501 – 1492000

GIVEN UNDER THE COMMON SEAL OF THE COMPANY THIS 27th DAY OF APRIL, 2018

DIRECTOR DIRECTOR

AUTHORISED SIGNATORY

NOTE : No transfer of any of the shares comprised in this Certificate will be registered unless this certificate is delivered at the company's Registered office.

MEMORANDUM OF TRANSFERS OF SHARE (S) MENTIONED OVERLEAF

DATE	TRANSFER No.	REGISTER FOLIO	NAME (S) OF TRANSFEREE (S)	INITIALS	AUTHORISED SIGNATORY
[illegible]-04-2018	15-06	09	G Aveen Kumar		

(v) The SH-4 for transfer of the share certificate no. 8 enclosed at page 197 to 198 of the Counter of R1 to R8, are stated to have been executed between the P1 and R7 on 10.04.2018. The copy of the above SH-4 is reproduced below:

Form No. SH-4
Securities Transfer Form
[Pursuant to section 56 of the Companies Act, 2013 and sub-rule (1) of rule 11 of the Companies (Share Capital and Debentures) Rules 2014*]*

Date of execution ...10.04.2018.......

FOR THE CONSIDERATION Stated below the "Transferor(s)" named do hereby transfer to the "Transferee (s)" named the securities specified below subject to the conditions on which the said securities are now held by the Transferor(s) and the Transferee(s) do hereby agree to accept and hold the said securities subject to the conditions aforesaid.

CIN: U45200AP2007PLC053028

Name of the company (in full): STBL PROJECTS LIMITED

Name of the Stock Exchange where the Company is listed, if any: NA

Description of Securities:

Kind/ Class of securities (1)	Nominal value of each unit of security (2)	Amount called up per unit of security (3)	Amount paid up per unit of security (4)
Equity	10/-	10/-	10/-

No. of securities being transferred		Consideration received (Rs.)	
In figures	In words	In words	In figures
500	Five Hundred Only	Rupees Five Thousand Only	5,000

Distinctive Number	From	1491001		
	To	1491500		
Corresponding Certificate Nos.		8		

Transferor 's Particulars

Registered Folio Number :	Name (s) in full	Signature (s)
04	Hemanth Kumar Patibandla	[signature]

I, hereby confirm that the Transferor has signed before me.

Signature of Witness : [signature]

Name and Address : [illegible]

Transferee's Particulars

Name in full	Father's/ Mother's Spouse Name	Address & Email Id	Occupation	Existing Folio No., if any.	Signature
(1)	(2)	(3)	(4)	(5)	(6)
Guttikonda Dear Dinesh	S/o Guttikonda Balaji Veerabadra Rao	H No 31-50-10/105, Kapujaggarajupeta, Lakshmi Narasimha Gardens, Gajuwaka Mandal, Duvvada, Visakhapatnam-530046, Andhra Pradesh, India.	Business		G.Dinesh

Folio No. of Transferee	Specimen Signature of Transferee
	G.Dinesh

Value of Stamp Affixed : Rs. 12.5 (Twelve Rupees Five paisa Only)

SHARE TRANSFER

Enclosures :

(1) Certificate of shares or debentures or other securities

(2) If no Certificate is issued, letter of allotment.

(3) Others, specify ....

Stamps

For Office use only

Checked by ......G. Venkata krishnaiah

Signature tallied by ......G. Venkata krishnaiah

Entered in the Register of Transfer on .... vide Transfer No ....

Approval Date 27.04.2018

Power of Attorney / Probate / Death Certificate / Letter of Administration

Registered on .... at No ....

Name of the Transferor	Name of the Transferee	No. of shares	Date of Transfer
Hemanth Kumar Patibandla	Guttikonda Dear Dinesh	500	27.04.2018

Signature of the authorized Signatory:

(vi) The SH-4 for transfer of the share certificate no. 9 enclosed at page 199 to 200 of the Counter of R1 to R8, are stated to have been executed between the P1 and R8 on 10.04.2018. The copy of the above SH-4 is reproduced below:

Form No. SH-4
Securities Transfer Form
[Pursuant to section 56 of the Companies Act, 2013 and sub-rule (1) of rule 11 of the Companies (Share Capital and Debentures) Rules 2014*]*

Date of execution ...10.04.2018........

FOR THE CONSIDERATION Stated below the "Transferor(s)" named do hereby transfer to the "Transferee (s)" named the securities specified below subject to the conditions on which the said securities are now held by the Transferor(s) and the Transferee(s) do hereby agree to accept and hold the said securities subject to the conditions aforesaid.

CIN: U45200AP2007PLC053028

Name of the company (in full): STBL PROJECTS LIMITED

Name of the Stock Exchange where the Company is listed, if any: NA

Description of Securities:

Kind/ Class of securities (1)	Nominal value of each unit of security (2)	Amount called up per unit of security (3)	Amount paid up per unit of security (4)
Equity	10/-	10/-	10/-

No. of securities being transferred		Consideration received (Rs.)	
In figures	In words	In words	In figures
500	Five Hundred Only	Rupees Five Thousand Only	5,000

Distinctive Number	From	1491501		
	To	1492000		
Corresponding Certificate Nos.		9		

Transferor 's Particulars

Registered Folio Number:	Name (s) in full	Signature (s)
04	Hemanth Kumar Patibandla	[signature]

I, hereby confirm that the Transferor has signed before me.

Signature of Witness : [signature]

Name and Address : [illegible]

Transferee's Particulars

Name in full	Father's/ Mother's Spouse Name	Address & Email Id	Occupation	Existing Folio No., if any.	Signature
(1)	(2)	(3)	(4)	(5)	(6)
Ganji Aveen Kumar	S/o G.Gandhi	Door no.4-23, Oc Colony, Pavluri Vari Gudem, Tirumalapalem West Godavari-534426, Andhra Pradesh, India.	Business		G. Aveen Kumar

Folio No. of Transferee	Specimen Signature of Transferee
	G. Aveen Kumar

Value of Stamp Affixed : Rs. 12.5 (Twelve Rupees Five paisa Only)

Enclosures :

(1) Certificate of shares or debentures or other securities

(2) If no Certificate is issued, letter of allotment.

(3) Others, specify ....

SHARE TRANSFER

Stamps

For Office use only

Checked by ....G. Venkata krishnaiah

Signature tallied by ....G. Venkata krishnaiah

Entered in the Register of Transfer on .... vide Transfer No ....

Approval Date 27.04.2018

Power of Attorney / Probate / Death Certificate / Letter of Administration

Registered on .... at No ....

Name of the Transferor	Name of the Transferee	No. of shares	Date of Transfer
Hemanth Kumar Patibandla	Ganji Aveen Kumar	500	27.04.2018

Signature of the authorized Signatory:

(vii) As per the Memo dated 06.08.2025 of the Respondents, the P2 became the member of the R1 Company on 25.11.2008, when share certificate no.10 in respect of 1000 Equity Shares having distinctive nos. 1454001-1455000 was allotted to him (Regd. Folio No. 7). The copy of the above Share Certificate enclosed as Annexure 5 of the Memo dated 06.08.2025 is reproduced below:

CANCELLED ON 13.06.2016

STBL PROJECTS LIMITED

Registered Office :
40-5/3-13, Tikkle Road, Vijayawada - 520010, Andhra Pradesh, India

SHARE CERTIFICATE

THIS IS TO CERTIFY that the person(s) named in this Certificate is/are the Registered Holder(s) of the within mentioned share(s) bearing distinctive number(s) herein specified in the above Company subject to the Memorandum and Articles of Association of the Company and that the amount endorsed thereon has been paid-up on each such share.

EQUITY SHARES EACH OF RUPEES 10/-
AMOUNT PAID UP PER SHARE RUPEES 10/-

Regd. Folio No. 07 Certificate No. 10
Name(s) of Holder(s) P. SRINIVASA BABU

No. of Shares held ONE THOUSAND ONLY ***1000***
Distinctive No.(s) 1454001 – 1455000

GIVEN UNDER THE COMMON SEAL OF THE COMPANY THIS 25th DAY OF NOVEMBER, 2008

DIRECTOR DIRECTOR

AUTHORISED SIGNATORY

NOTE : No transfer of any of the shares comprised in this Certificate will be registered unless this certificate is delivered at the company's Registered office.

MEMORANDUM OF TRANSFERS OF SHARE (S) MENTIONED OVERLEAF

DATE	TRANSFER No.	REGISTER FOLIO	NAME (S) OF TRANSFEREE (S)	INITIALS	AUTHORISED SIGNATORY

(viii) As per the Memo dated 06.08.2025 of the Respondents, as a part of rearrangement of folio numbers by the R1 Company, in lieu of share certificate no. 10, the share certificate no. 6 of 1000 Equity Shares having distinctive nos. 1493001 to 1494000 was re-issued on 13.06.2016 to the P1 (Regd. Folio No. also changed from 7 to 6), which are stated to have been transferred to the R7 (Regd. Folio No. 8) on 27.04.2018. The copy of the above Share Certificate enclosed as Annexure-6 of the Memo dated 06.08.2025 is reproduced below:

STBL PROJECTS LIMITED

Registered Office : D. No. 31-50-10/120, Plot No. 120, Lakshminarsimha Gardens, Kapujaggarajupeta, Duvvada, Visakhapatnam - 530 046, Andhra Pradesh, India

SHARE CERTIFICATE

THIS IS TO CERTIFY that the person(s) named in this Certificate is/are the Registered Holder(s) of the within mentioned share(s) bearing distinctive number(s) herein specified in the above Company subject to the Memorandum and Articles of Association of the Company and that the amount endorsed thereon has been paid-up on each such share.

EQUITY SHARES EACH OF RUPEES 10/-
AMOUNT PAID UP PER SHARE RUPEES 10/-

Regd. Folio No. 06 Certificate No. 06
Name(s) of Holder(s) P. SRINIVASA BABU

No. of Shares held ONE THOUSAND ONLY ***1000***
Distinctive No.(s) 1493001 – 1494000

GIVEN UNDER THE COMMON SEAL OF THE COMPANY THIS 13th DAY OF JUNE, 2016

DIRECTOR DIRECTOR

AUTHORISED SIGNATORY

NOTE : No transfer of any of the shares comprised in this Certificate will be registered unless this certificate is delivered at the company's Registered office.

MEMORANDUM OF TRANSFERS OF SHARE (S) MENTIONED OVERLEAF

DATE	TRANSFER No.	REGISTER FOLIO	NAME (S) OF TRANSFEREE (S)	INITIALS	AUTHORISED SIGNATORY
27-04-2018	TF 04	08	G. Dear Dinesh		

(ix) The SH-4 for transfer of the share certificate no. 06 enclosed at page 195 to 196 of the Counter of R1 to R8, are stated to have been executed between the P1 and R7 on 10.04.2018. The copy of the above SH-4 is reproduced below:

Form No. SH-4
Securities Transfer Form
[Pursuant to section 56 of the Companies Act, 2013 and sub-rule (1) of rule 11 of the Companies (Share Capital and Debentures) Rules 2014*]*

Date of execution 10.04.2018

FOR THE CONSIDERATION Stated below the "Transferor(s)" named do hereby transfer to the "Transferee (s)" named the securities specified below subject to the conditions on which the said securities are now held by the Transferor(s) and the Transferee(s) do hereby agree to accept and hold the said securities subject to the conditions aforesaid.

CIN: U45200AP2007PLC053028

Name of the company (in full): STBL PROJECTS LIMITED

Name of the Stock Exchange where the Company is listed, if any: NA

Description of Securities:

Kind/ Class of securities (1)	Nominal value of each unit of security (2)	Amount called up per unit of security (3)	Amount paid up per unit of security (4)
Equity	10/-	10/-	10/-

No. of securities being transferred		Consideration received (Rs.)	
In figures	In words	In words	In figures
1000	One Thousand Only	Rupees Ten Thousand Only	10,000

Distinctive Number	From	1493001		
	To	1494000		
Corresponding Certificate Nos.		06		

Transferor's Particulars

Registered Folio Number:	Name (s) in full	Signature (s)
06	P Srinivasa Babu	P Srinivasa Babu

I, hereby confirm that the Transferor has signed before me.

Signature of Witness : D. Venkateswara

Name and Address : D. Venkateswara Rao, S/o [illegible], Vijayawada

Transferee's Particulars

Name in full	Father's/ Mother's Spouse Name	Address & Email Id	Occupation	Existing Folio No., if any.	Signature
(1)	(2)	(3)	(4)	(5)	(6)
Guttikonda Dear Dinesh	S/o Guttikonda Balaji Veerabadra Rao	H No 31-50-10/105, Kapujaggarajupeta, Lakshmi Narasimha Gardens, Gajuwaka Mandal, Duvvada, Visakhapatnam-530046, Andhra Pradesh, India.	Business		G. Dinesh

Folio No. of Transferee	Specimen Signature of Transferee
	G. Dinesh

Value of Stamp Affixed : Rs. 25 (Rupees Twenty Five Only)

Enclosures :

(1) Certificate of shares or debentures or other securities

(2) If no Certificate is issued, letter of allotment

(3) Others, specify ....

SHARE TRANSFER

Stamps

For Office use only

Checked by ....G. Venkata krishnaiah

Signature tallied by ....G. Venkata krishnaiah

Entered in the Register of Transfer on .... vide Transfer No ....

Approval Date 27.04.2018

Power of Attorney / Probate / Death Certificate / Letter of Administration

Registered on .... at No ....

Name of the Transferor	Name of the Transferee	No. of shares	Date of Transfer
P.Srinivasa Rao	Guttikonda Dear Dinesh	1000	27.04.2018

Signature of the authorized Signatory:

(x) As per the Memo dated 06.08.2025 of the Respondents, the mutual settlement agreement was executed on 26.07.2017 much before the execution of SH-4 by the P1 and P2, but there is no mention about the aforesaid share certificates held by the P1 and P2. The true translation version in English of the Mutual Agreement enclosed as <u>Annexure-7</u> of the Memo dated 06.08.2025 is reproduced below:

(1)

ANDHRA PRADESH

Sl no: 4232 Dt: 26/07/2017 Amount:100/-
Id to: Guthikonda Veerabhadra Rao (Baljaji s/o. samba sivarao)
Whom: self

MUTUAL AGREEMENT

Dt: -06-2017

1st Party::-1. Patibandla Srinivasa Babu S/o Ramanatham 2. Patibandla Hemanth Kumar S/o. Srinivasa Babu.

2nd party:-- 1. Guthikonda Veerabhadra Rao (Balaji) S/o. Sambasiva Rao, 2. Guthikonda Venkatanagalakshmi W/o. Veerabhadra Rao, 3. Guthikonda Tanuja's D/o. Veerabhadra Rao

The 2nd person of the 1st party, Patibandla Hemant Kumar, was given to the 3rd person of the 2nd party, Guthikonda Tanuja. They were married on 14-08-2014 as per Hindu customs and traditions. However, after some time, due to some differences between the two, the two decided to separate. However, Guthikonda Tanuja filed an O.P. No. 510/2016 in the Court of the 5th Additional District Judge cum Family Judge, Visakhapatnam, seeking divorce from Patibandla Hemant Kumar. In this case, they have agreed to take the properties belonging to both of them in the manner mentioned below. And similarly, the above O.P. No.510/2016 filed by Guthikonda Tanuja, the award will be passed by the court immediately. "The arrangement is to divorce Guthikonda Tanuja and Patibandla Hemanth Kumar by cutting off their marriage. The two of them will live according to their own wishes without any quarrels or court cases against each other in the future.

1st Party	2nd Party
1. P srinivasa babu	1. G veerabhadra rao
2. P Hemanth kumar	2. G V N Lakshmi
	3. Tanuja

(2)

1) Similarly, 3rd person in the 2nd party, Guthikonda Tanuja, was gifted land admeasuring 4.29 1/2 cents through registry deed Nos. 4276/2015, 4277/2015 and 4278/2015 through his father.

The 2nd party, have agreed to register the above-mentioned 4.29 1/2 cents in the name of the 1st party.

2) For 2nd person in the 1st party Hemant kumar and 3rd person in the 2nd party Thanuja, Srinivasa Babu has granted land worth 0.45 1/2 cents through Registry Deed No. 2842/2015.

We, the 2nd party, have agreed to register half of the above-mentioned land worth 0.45 1/2 cents in the name of the 1st party.

3) Patibandla Ramadevi, wife of the 1st party and mother of the 2nd party, and Venkata Nagalakshmi, the 2nd party, both inherited 0.25 cents of land through Registry Purchase Deed No. 1852/2011.

We, the 2nd party, have agreed to register the above-mentioned land of 0.25 cents in the name of the 1st party.

4) It is agreed that the 2nd person of the 2nd party will register the land of Ac.0.45 1/2 cents inherited through deed No. 231/2004 registered in the name of Guthikonda Venkata Nagalakshmi, have agreed to register the same on the name of Hemant Kumar, the 1st party.

1st Party	2nd Party
1. P srinivasa babu	1. G veerabhadra rao
2. P Hemanth kumar	2. G V N Lakshmi
	3. Tanuja

(3)

5) The 1st party, have agreed to pay the 2nd party Rs. 29,50,000/- (twenty nine lakhs and forty thousand rupees) in return for the land measuring 360 sq.m. at Plot No. 20GC, 34GC, at Lakshmi Narasimha Gardens, Kapujaggarajupeta, Visakhapatnam.

6) In addition to these, the 2nd party for the plot of land measuring Rs. 288 sq.m. at Lakshmi Narasimha Gardens, Visakhapatnam, Plot No. 32GC, and the 2nd party has arranged to give a possession agreement for the said plot in the name of the 1st party.

7) It has been agreed to give Rs. 7,00,000/- (Seven lakh rupees in words) along with interest of Rs. 2,00,000/- previously given by Salipet Venkateswara Rao to the 1st party.

We, the 1st party, have agreed to register the properties mentioned below to the 2nd party.

1) The 1st party have agreed to register half of the 578.9 sq. km. plot of land in the names of Patibandla Hemant Kumar, and 2nd party, and Guthikonda Tanujagar, vide Registry Entry Document No. 2942/2015, to the 2nd party.

2) Patibandla Hemant Kumar, the 2nd person of the 1st party, and Guthikonda Tanujagar, the 3rd person of the 2nd party, have agreed to register half of the 527.77 sq.m. land under the registry entry deed no. 3638/2015, and half of the 422.22 sq.m. land under the registry entry deed no. 3639/2015 to the 2nd party.

1st Party	2nd Party
1. P srinivasa babu	1. G veerabhadra rao
2. P Hemanth kumar	2. G V N Lakshmi
	3. Tanuja

(4)

3) 1st party, Patibandla Hemant Kumar, have agreed to register half of the land admeasuring 142.13 sq.m. Seshadri Gardens land on the name of both the 2nd party and 1st party to 2nd party.

4) It is agreed that the land of Rs. 2.00 1/2 cents registered in the name of the 2nd party of and the 1st party through the Sale Agreement cum General Power of Attorney Document No. 2768/2006 shall be registered in the name of the 2nd party and Rs. 0.50 cents shall be registered in the name of the 2nd party similarly the 1st party and the 2nd party has land registered admeasuring Rs. 1.50 1/2 cents shall be registered in the name of the 2nd party of us and after the receipt of the joint pass book in the name of the 2nd party

5) We have agreed to sign a letter to be submitted to the bank to remove locker no. -4 - 04 in IIB and to withdraw from the joint operation of locker no. 14 in IOB in the name of Patibandla Hemant Kumar, the 2nd party.

It has been agreed that the 1st and 2nd will each bear the costs individually of registering the assets transferred to them.

The above-mentioned assets should registered by the 1st party n the name of 2nd party, same like the assets should registered by the 2nd party in the name of 1st party after this as both parties should not have any disputes or court cases against each other.

That Patibandla Srinivasababu, the 1st party member, and Sri Guthikonda veerabhadra Rao, the 2nd party member, have been doing business transactions for 20 years till 2016 in Akunuru village R.S. No. 136/1,2; 138/2,3,4:140/1,2 and 179/2 to 22

1st Party	2nd Party
1. P srinivasa babu	1. G veerabhadra rao
2. P Hemanth kumar	2. G V N Lakshmi
	3. Tanuja

(5)

They are enjoying the properties of Edupugalla R.S. No. 16.17.18/1 and 264 Penamalur R.S. No. 21, 22, 253,258,259, 06 1.25.20.343/1, 2; 454/5,6,7: 458/15, 304/4, 305/1, 306/1, 310/12,20,22,32,40, 315,309 6 5.25.20.101/1,2; 68/1,2, 169/1,2,3, 170/2 up to 13 years.

Therefore, in the past, both individual assets were registered in their name. Therefore, the two parties should not quarrel or file court cases with each other regarding those assets. If any futher settlement of assets that needed to be settled with the consent of both of the parties.

Therefore, since we have decided to enjoy the properties we own and the properties in whose possession we are, we will not be able to make any claims or disputes with each other as to whether we have any other joint properties other than the properties mentioned above. We all agree that we do not have any other joint properties other than the properties mentioned above.

The above mentioned transactions are being conducted as the gentlemen of both our parties, 1) Venkata Subba Rao, father of N.G.S.V. Narayana, resident of Kanur 2) Kommineni Pratap Kumar, son of Kommineni Uncle, resident of Poranki village 3) Sri Subabu Garu, father of Venkateswara Rao, resident of Hyderabad, who have agreed to make the transaction in their presence and the final registration etc. have also been agreed to be done in the presence of the above mentioned gentlemen. It is agreed that both our parties will implement the conditions mentioned in this 'Agreement' from today and on or before 04-08-2017.

This is a written agreement with the consent of all of us

1st Party	2nd Party
1. P srinivasa babu 2. P Hemanth kumar	1. G veerabhadra rao 2. G V N Lakshmi 3. Tanuja

Witness:
1. N G S V

(xi) The MGT-7 for the financial year 2018-19 enclosed as Annexure-4 at page nos.68-85 of the Petition, also shows the transfer of aforesaid shares from P1 & P2 to R7 & R8. The relevant extracts of the MGT-7 are reproduced below:

FORM NO. MGT-7

[Pursuant to sub-Section(1) of section 92 of the Companies Act, 2013 and sub-rule (1) of rule 11of the Companies (Management and Administration) Rules, 2014]

सत्यमेव जयते

Annual Return

ANNEXURE

Form language (•) English ( ) Hindi

Refer the instruction kit for filing the form.

I. REGISTRATION AND OTHER DETAILS

(i) * Corporate Identification Number (CIN) of the company	U45200AP2007PLC053028	Pre-fill
Global Location Number (GLN) of the company		
* Permanent Account Number (PAN) of the company	AALCS2261H	
(ii) (a) Name of the company	STBL PROJECTS LIMITED	

(b) Registered office address

D. No. 6-175/20, Beside STBL Cineworld,
Near Ayyappa Swamy Temple, Sheelanagar,
Visakhapatnam
Vishakhapatnam
Andhra Pradesh

(c) *e-mail ID of the company	stblvsp@gmail.com
(d) *Telephone number with STD code	08913097627
(e) Website	
(iii) Date of Incorporation	05/03/2007

XXXXXXXXXXXXXXXXXX

Declaration

I am Authorised by the Board of Directors of the company vide resolution no. .. 10 dated 29/06/2019 (DD/MM/YYYY) to sign this form and declare that all the requirements of the Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been compiled with. I further declare that:

1. Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the company.
2. All the required attachments have been completely and legibly attached to this form.

Note: Attention is also drawn to the provisions of Section 447, section 448 and 449 of the Companies Act, 2013 which provide for punishment for fraud, punishment for false statement and punishment for false evidence respectively.

To be digitally signed by

Director: VEERABADR ARAO GUTHIKONDA

DIN of the director: 02241511

To be digitally signed by: SURENDR A KUCHIPUDI

◯ Company Secretary
◉ Company secretary in practice

Membership number: 34205   Certificate of practice number: 12732

Attachments

1. List of share holders, debenture holders — Attach
2. Approval letter for extension of AGM; — Attach
3. Copy of MGT-8; — Attach
4. Optional Attachement(s), if any — Attach

List of attachments

LIST OF SHARE HOLDERS.pdf
LIST OF BOARD MEETINGS.pdf
MGT-8 2019.pdf
List of Share Transfers.pdf

Remove attachment

Modify | Check Form | Prescrutiny | Submit

This eForm has been taken on file maintained by the Registrar of Companies through electronic mode and on the basis of statement of correctness given by the company

Auto-approved By DS MINISTRY OF CORPORATE AFFAIRS 01

STBL PROJECTS LIMITED

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CIN: **U45200AP2007PLC053028**

Regd. Office: D. No. 6-175/20, Beside STBL Cineworld, Near Ayyappa Swamy Temple, Sheelanagar, Visakhapatnam-530012, Andhra Pradesh, India

Phone No.: 0891-3097627   Email Id: stblvsp@gmail.com

List of Shareholders as on 31.03.2019

Sl. No.	Shareholder's Name	Father's Name/Husband's Name & Address	Type of Share	No. of Shares held	Amount per Share Rs.
1.	G. Veerabadra Rao	40-5/3-13, Shyam Nagar, Tikkle Road, Vijayawada-520008, Andhra Pradesh, India	Equity	9,80,000	10/-
2.	G. V. Naga Lakshmi	40-5/3-13, Shyam Nagar, Tikkle Road, Vijayawada-520008, Andhra Pradesh, India	Equity	5,10,000	10/-
3.	G. Venkata Krishnaiah	70-1-13/1, Patamata, Vijayawada-521010, Krishna Dist, Andhra Pradesh, India	Equity	1,000	10/-
4.	G. Janardhana Rao	4-120, Ramavarappadu, Ankita Apartments, Kolavari Street, Krishna Dist, Andhra Pradesh-521108, India	Equity	1,000	10/-
5.	Tanuja Guttikonda	D No. 31-50-10/105, Plot No. 105, Lakshmi Narasimha gardens, Kapujaggarajupeta	Equity	1,000	10/-

6.	Guttikonda Dear Dinesh	S/o. Gutikonda Balaji Veerabadra Rao H. No. 31-50-10/105 Kapujaggaraju Peta, Lakshmi Narasimha Gardens,Gajuwaka Mandal,Duvvada, Visakhapatnam – 530046, Andhra Pradesh, India	Equity	1,500	10/-
7.	Ganji Aveen Kumar	S/o. G. Gandhi Door No. 4-23, Oc Colony, Pavuluri Vari Gudem, Tirumalampalem, West Godavari-534426 Andhra Pradesh, India	Equity	500	10/-
		Total		14,95,000	

By Order of the Board of Directors
For **STBL Projects Limited**

(Guthikonda Veerabadra rao)
DIN: 02241511
Managing Director

(Venkatanaga Lakshmi Guthikonda)
DIN: 05181849
Director

Place: Visakhapatnam
Date: 29.06.2019

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STBL PROJECTS LIMITED

CIN: **U45200AP2007PLC053028**
Regd. Office: D. No. 6-175/20, Beside STBL Cineworld, Near Ayyappa Swamy Temple, Sheelanagar, Visakhapatnam-530012, Andhra Pradesh, India
Phone No.: 0891-3097627 Email Id: stblvsp@gmail.com

LIST OF SHARE TRANFERS

S No.	Date of Transfer	R.F.No of Transfer-or	Name of Transferor	R.F.No of Transferee	Name of Transferee	No. shares transferred
1.	27.04.2018	06	P Srinivasa Babu	08	Guttikonda Dear Dinesh	1000
2.	27.04.2018	04	Hemanth Kumar Patibandi	08	Guttikonda Dear Dinesh	500
3.	27.04.2018	04	Hemanth Kumar Patibandi	09	Ganji Aveen Kumar	500

By Order of the Board of Directors
For **STBL Projects Limited**

Sd/-
(Guthikonda Veerabadra rao)
DIN: 02241511
Managing Director

Sd/-
(Venkatanaga Lakshmi Guthikonda)
DIN: 05181849
Director

Place: Visakhapatnam
Date: 29.06.2019

(xii) The P1 and P2 filed separate criminal cases vide CC Nos. 29 of 2021 and 30 of 2021 respectively, before the Learned ADJ-SJ for EA against the R1 Company and R2 to R9 under sections 447/448 of the CA, 2013 read with Section 120-B of the IPC. It is noted that the both the criminal complaints comprise of the same facts and reliefs. It is further noted that these criminal cases comprises of substantially similar facts as mentioned in this Petition. The relevant extracts of the one of the complaints filed by the P2 are reproduced below:

IN THE COURT OF THE
HON'BLE IV ADDITIONAL DISTRICT JUDGE –
SPECIAL JUDGE ECONOMIC OFFENCES
VISAKHAPATNAM

C C No. 30. of 2021

Between:

Srinivasa Babu Patibandla
S/o Shri P. Ramanatham
Aged about 58 years, Occ: Business
R/o 60-13-4, Plot No. E4,
2nd Floor, SBI Colony, Road No. 3,
Siddarthanagar, Vijayawada,
Krishna District – 520 010, AP.

Represented through his son and
Power of Attorney holder
Shri Hemanth Kumar Patibandla

... **Complainant**

Versus

1. STBL Projects Limited
   Registered Office: D.No. 6-175/20,
   Beside STBL Cineworld,
   Near Ayyappa Swamy Temple,
   Sheela Nagar, Visakhapatnam
   Andhra Pradesh 530 012.
   Email: stblvsp@gmail.com

   Represented by its Managing Director
   Shri Veerabadra Rao Guthikonda
   S/o Shri G Sambasiva Rao

2. Shri Veerabadra Rao Guthikonda
   S/o Shri G Sambasiva Rao
   Age: About 53 years
   Occupation: Managing Director of STBL Projects Limited
   R/o House No. 40-5/3-13, Shyam Nagar,
   Tikkle Road, Vijayawada,
   Andhra Pradesh 520008.

3. Smt Venkatanaga Lakshmi Guthikonda
W/o Shri Veerabadra Rao Guthikonda
Age: About 54 years
Occupation: Director of STBL Projects Limited
R/o House No. 40-5/3-13, Shyam Nagar,
Tikkle Road, Vijayawada,
Andhra Pradesh 520008.

4. Shri Venkata Krishnaiah Gorripati
S/o Shri Venkateswara Rao Gorripati
Age: Not known to the Complainant
Occupation: Director of STBL Projects Limited
R/o H.No.31-50-10/82
Kapujaggaraju Peta, Lakshmi Narasimha Gardens,
Gakuwaka Mandal, Duvvada,
Visakhapatnam, Andhra Pradesh 530046.

5. Smt Tanuja Guthikonda
D/o Shri Shri Veerabadra Rao Guthikonda
Age: About 28 years
Occupation: Director of STBL Projects Limited
R/o House No. 31-50-10/105,
Kapujaggaraju Peta, Lakshmi Narasimha Gardens,
Gakuwaka Mandal, Duvvada,
Visakhapatnam, Andhra Pradesh 530046.

6. Shri Naga Kumar Kokku
S/o Shri Venkateswara Rao Kokku
Age: About 40 years
Occupation: Director of STBL Projects Limited
R/O Buddalapalem, Machilipatnam
Krishna District, Machilipatnam
Andhra Pradesh 521366.

7. Shri Dear Dinesh Guthikonda
S/o Shri Veerabadra Rao Guthikonda
Age: Not known to the Complainant
Occupation: Not Known to the Complainant
R/o House No. 31-50-10/105,
Kapujaggaraju Peta, Lakshmi Narasimha Gardens,
Gakuwaka Mandal, Duvvada,
Visakhapatnam, Andhra Pradesh 530046.

8. Shri Surendra Kuchipudi
S/o Not known to the Complainant
Age: Not known to the Complainant
Occ: Practicing Company Secretary
Having office at D.No. 9-29-19/A,
Flat No 201, Level-2, "Waltair Heights"
Balaji Nagar, VIP Road,
Near Tycoon Hotel Siripuram,
Visakhapatnam, Andhra Pradesh 530 003.
Email: asn@asnassociates.com
surenderkuchipudi@gmail.com

.... Accused 1 to 9

COMPLAINT FILED UNDER SECTION 200 OF Cr.P.C.
R/w SECTION 439 OF THE COMPANIES ACT, 2013

1.	Offences	:	Offences punishable U/sec 447, 448 of the Companies Act, 2013 and Sec 120-B IPC.
2.	Place of Offence	:	Office of the Registrar of Companies, Vijayawada 29-7-33, First Floor, Vishnuvardanarao Street Suryaraopet, Vijayawada Andhra Pradesh 520002.
3.	Date of Offences	:	03.01.2020, when Form MGT-7 (Annual Return) is filed by uploading the same on MCA web portal, i.e.www.mca.gov.in.
4.	P.S. Limits	:	Suryaraopet Police Station, South Division, Vijayawada District.
5.	Names of the witnesses	:	1) Complainant 2) Shri Hemanth Kumar Patibandla (Son of Complainant)

6.	List of Documents	:	1.	Copies of:
			i)	Form No. MGT-7 (FY 2018-19)
			ii)	Form No. AOC-4 (FY 2018-19)
			iii)	Form No. 2
			iv)	Form No. DIR-12
			v)	Form No. 66
			vi)	Certificate of Incorporation of A1 Company
			vii)	Fresh Certificate of Incorporation consequent upon change of name of A1 Company
			viii)	Power of Attorney

I. The Brief facts leading to filing of this Complaint:

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The accused uploading above fabricated documents, viz. Form No. MGT-7 amounts to offences under sections 447, 448 of Companies Act, 2013 and Criminal Conspiracy under section 120B IPC. Therefore this complaint is filed in accordance with section 439 of the Companies Act, 2013 for the above said offences committed by the Accused.

It is further submitted that there is clinching evidence to prove the guilt of the Accused beyond all the reasonable doubt.

JURISDICTION:

That this Hon'ble Court has jurisdiction to try the offences complained of, as the false Form No. MGT-7 and Form No. DIR-12 which are brought into existence in a fraudulent manner filed on 03.01.2020 by uploading on www.mca.gov.in web-portal of Registrar of Companies, Andhra Pradesh situated at Vijayawada, Andhra Pradesh which is in turn within the limits of Suryaraopet Police Station, South Division, Vijawayada, which is in turn under the jurisdiction of this Hon'ble court.

Hence it is prayed that this Hon'ble court may be pleased to take cognizance of the complaint, issue process against A-1 to A-8 and thereafter try and punish A-1 to A-8 in accordance with law in the interest of Justice.

Hyderabad

Complainant

Date: July, 2021

Advocate for Complainant

P. SATYANARAYANA MURTHY
NOTARY
G.O.Ms. No. 903,
Govt. of T.S.
HYDERABAD

(xiii) However, the Hon'ble High Court of Andhra Pradesh vide Orders dated 30.11.2022 stayed all further proceedings in C.C.No. 29/2021 and C.C.No. 30/2021 on file of the Hon'ble ADJ-SJ for EA, including appearing of the Petitioners, pending further orders. The relevant extracts of the above Orders are reproduced below:

[3206]

(SHOW CAUSE NOTICE BEFORE ADMISSION)
IN THE HIGH COURT OF ANDHRA PRADESH AT AMARAVATI

WEDNESDAY, THE THIRTIETH DAY OF NOVEMBER
TWO THOUSAND AND TWENTY TWO

:PRESENT:
THE HONOURABLE SRI JUSTICE R RAGHUNANDAN RAO
CRIMINAL PETITION NO: 9489 OF 2022

Between:

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The Court made the following Order:

"The learned Public Prosecutor has taken notice for respondent No.1 and requests time to obtain instructions.

Issue notice to respondent No.2.

Learned counsel for the petitioners is permitted to take out personal notice to respondent No.2 by registered post with acknowledgment due and file proof of service by the next date of hearing.

Post on 02.01.2023.

The contention of the petitioners is that the trial Court had taken cognizance of the offence, without examination of the complainant or witnesses, if any.

P. Hemanth Kumar

In that view of the matter, there shall be stay of all further proceedings in C.C.No.29 of 2021 on the file of IV Additional District Judge-Special Judge Economic Offences, Visakhapatnam including appearing of the petitioners, pending further orders."

Sd/- P. VINOD KUMAR
ASSISTANT REGISTRAR

//TRUE COPY//

SECTION OFFICER

To,

1. The IV Additional District Judge -Special Judge Economic Offences, Visakhapatnam.
2. Hemanth Kumar Patibandla, S/o Mr Srinivasa Babu Patibandla, aged about 30 years Occ: Business, R/o 60-13-4, Plot No. E4, 2nd Floor SBI Colony, Road No.3, Siddarthanagar, Vijayawada, Krishna District - 520 010, AP. (by RPAD)
3. One CC to SRI. P RAJKUMAR Advocate [OPUC]
4. Two CCs to PUBLIC PROSECUTOR (AP) [OUT]
5. One spare copy

20. From perusal of above documents, it is noted that:

(i) The Respondents have contended that the transfer of aforesaid share certificates by P1 & P2 are a part of mutual settlement agreement, however, there is no mention of the aforesaid shares in the mutual settlement agreement. Therefore, the contention of the Respondents is not tenable.

(ii) The mention of the split share certificates no. 8 & 9 were issued on 27.04.2018, but the same has been mentioned on the SH-4 executed by P1 on 10.04.2018, which prima facie does not appear to be correct.

(iii) The non-submission of the proof of payment of consideration by the R7 & R8 to the P1 & P2 also raises concern.

21. After perusal of the documents/ records placed by both the parties, we consider it appropriate to peruse the legal provision with regard to transfer of shares.

(i) As per Section 44 of the CA, 2013, the shares in a company shall be a movable property transferable in the manner provided in the AoA of the company. The Section 44 of the CA, 2013 is reproduced below:

> *"**44. Nature of shares or debentures.-***
>
> *The shares or debentures or other interest of any member in a company shall be movable property transferable in the manner provided by the articles of the company."*

(ii) As per Section 56 of the CA, 2013, a company shall not register transfer of shares of the company, unless a proper instrument of transfer, duly stamped, dated and executed by or on behalf of the transferor and the transferee and specifying the name, address and occupation, if any, of the transferee has been delivered to the company by the transferor or the transferee within a period of sixty days from the date of execution, along with the share certificate. The Section further provides that the company shall, unless prohibited by any provision of law or any order of Court, Tribunal or other authority, deliver the share certificates transferred within a period of one month from the date of receipt by the company of the instrument of transfer. The Section 56 is reproduced below:

*"**56. Transfer and transmission of securities-***

(1) A company shall not register a transfer of securities of the company, or the interest of a member in the company in the case of a company having no share capital, other than the transfer between persons both of whose names are entered as holders of beneficial interest in the records of a depository, unless a proper instrument of transfer, in such form as may be prescribed, duly stamped, dated and executed by or on behalf of the transferor and the transferee and specifying the name, address and occupation, if any, of the transferee has been delivered to the company by the transferor or the transferee within a period of sixty days from the date of execution, along with the certificate relating to the securities, or if no such certificate is in existence, along with the letter of allotment of securities:

***Provided** that where the instrument of transfer has been lost or the instrument of transfer has not been delivered within the prescribed period, the company may register the transfer on such terms as to indemnity as the Board may think fit.*

(2) Nothing in sub-section (1) shall prejudice the power of the company to register, on receipt of an intimation of transmission of any right to securities by operation of law from any person to whom such right has been transmitted.

(3) Where an application is made by the transferor alone and relates to partly paid shares, the transfer shall not be registered, unless the company gives the notice of the application, in such manner as may be prescribed, to the transferee and the transferee gives no objection to the transfer within two weeks from the receipt of notice.

(4) Every company shall, unless prohibited by any provision of law or any order of Court, Tribunal or other authority, deliver the certificates of all securities allotted, transferred or transmitted—

(a) within a period of two months from the date of incorporation, in the case of subscribers to the memorandum;

(b) within a period of two months from the date of allotment, in the case of any allotment of any of its shares;

(c) within a period of one month from the date of receipt by the company of the instrument of transfer under sub-section (1) or, as the case may be, of the intimation of transmission under sub section (2), in the case of a transfer or transmission of securities;

(d) within a period of six months from the date of allotment in the case of any allotment of debenture:

***Provided** that where the securities are dealt with in a depository, the company shall intimate the details of allotment of securities to depository immediately on allotment of such securities.*

(5) The transfer of any security or other interest of a deceased person in a company made by his legal representative shall, even if the legal representative is not a holder thereof, be valid as if he had been the holder at the time of the execution of the instrument of transfer.

(6) Where any default is made in complying with the provisions of sub-sections (1) to (5), the company and every officer of the company who is in default shall be liable to a penalty of fifty thousand rupees.

(7) Without prejudice to any liability under the Depositories Act, 1996 (22 of 1996), where any depository or depository participant, with an intention to defraud a person, has transferred shares, it shall be liable under section 447."

(iii) Rule 11 of the Companies (Share Capital and Debentures) Rules, 2014 (hereinafter referred to as the **"Share Capital Rules"**) provides that the instrument of transfer is to be executed in SH-4, which shall be delivered within sixty days from the date of execution. The extract of aforesaid Rule 11 is reproduced below:

"11. Instrument of Transfer.

(1) An instrument of transfer of securities held in physical form shall be in Form No.SH.4 and every instrument of transfer with the date of its execution specified thereon shall be delivered to the company within sixty days from the date of such execution.

(2) In the case of a company not having share capital, provisions of sub-rule (1) shall apply as if the references therein to securities were references instead to the interest of the member in the company.

(3) A company shall not register a transfer of partly paid shares, unless the company has given a notice in Form No. SH.5 to the

transferee and the transferee has given no objection to the transfer within two weeks from the date of receipt of notice."

(iv) The provisions regarding transfer of shares as contained in the Article 26 to 29 of the AoA of the R1 Company, provides that the instrument of transfer is to be executed by or on behalf of both the transferor and the transferee and the Board may decline to recognise the instrument of transfer unless (i) it is in the form as prescribed in the Rules made under Section 56(1) of the CA, 2013 (ii) the instrument of transfer is accompanied by the share certificate to which it relates. The relevant extracts of the aforesaid Articles are reproduced below:

TRANSFER OF SHARES

26. (*i*) The instrument of transfer of any share in the Company shall be executed by or on behalf of both the transferor and transferee.

(*ii*) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

27. The Board may, subject to the right of appeal conferred by Section 58 decline to register:

(i) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

(*ii*) any transfer of shares on which the Company has a lien.

28. The Board may decline to recognize any instrument of transfer unless:

(i) the instrument of transfer is in the form as prescribed in rules made under sub-Section (*1*) of Section 56;

(ii) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

(iii) the instrument of transfer is in respect of only one class of shares.

29. On giving not less than seven days' previous notice in accordance with Section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

22. On perusal of the above legal provision, it is clear that a company shall register the transfer of shares, if the SH-4, duly stamped, dated and executed by or on behalf of the transferor and the transferee and specifying the name, address and occupation, if any, of the transferee has been delivered to the company by the transferor or the transferee within a period of sixty days from the date of execution, along with the share certificate.

23. However, the above provision would not be applicable in the present case, as the Petitioners have contended that they have not executed the SH-4 and the signatures thereon are not of the Petitioners. In view of the aforesaid submission of the Petitioners, this Tribunal considered appropriate to verify the genuineness of the signatures of the Petitioners on SH-4 from the CFSL and vide its order dated 25.09.2025 directed the Respondents to submit the original SH-4 and to the Petitioners of their latest passport to the Registry for examination by the CFSL. Although the Petitioners submitted their Passport, the Respondents instead of submitting the original SH-4 preferred an appeal before the Hon'ble NCLAT against this Tribunal order dated 25.09.2025 directing the forensic examination of the genuineness of signature of the Petitioners in the SH-4. The aforesaid appeal is pending for admission and the matter has been listed on 02.09.2026. The ground of appeal as submitted by the Respondents herein and recorded in the Hon'ble NCLAT order dated 27.11.2025 are jurisdiction of the Tribunal to order a forensic enquiry into the genuineness of the signature. The relevant extracts of the above NCLAT order is reproduced below:

NATIONAL COMPANY LAW APPELLATE TRIBUNAL
AT CHENNAI
(APPELLATE JURISDICTION)

Company Appeal (AT) (CH) No.155/2025
(IA Nos.1628 & 1629/2025)

In the matter of:

STBL Projects Ltd. & 3 Ors. ...**Appellants**
V
Hemanth Kumar Patibandla & 6 Ors. ...**Respondents**

Present :

For Appellants : Mr. Raja Shekar Rao Salvaji, Advocate
For Respondents : Mr. Kumar, Advocate

ORDER
(Hybrid Mode)

27.11.2025: The appellant herein challenges an order dated 25.09.2025 passed by Ld. NCLT, Amaravati in C.P. No. 2 of 2022 by which it has directed forensic examination of the genuineness of signature of the appellant in the Share Transfer Form.

2. The respondent was holding some shares in the 1st appellant company and his allegations is that it has been transferred in the name of 3rd and 4th Appellants by forging his signatures in the Share Transfer Form. In these circumstances, the NCLT has directed and passed an order now under challenge to elicit an expert opinion as to the genuineness of the appellant's signature.

3. According to the counsel for the appellant the very petition which was filed *inter alia* under Section 59 of the Companies Act, 2013 is motivated since the respondent is not a stranger but was married to the 5th respondent who is a daughter of the 2nd Appellant and that marriage has since been dissolved and the company petition has to be seen in this backdrop. He also added that the order now under challenged exceeds the jurisdiction vested in the NCLT, as it does not have the authority to order a forensic enquiry into the genuineness of the signature of the appellant. Mr. Kumar, Advocate takes notice for the respondent. Learned Counsel for the respondent submits that it is well within the powers of the NCLT to pass an order and it is traceable to Section 424 of the Companies Act, 2013.

4. Respondent is required to file his reply if it is so desirous on or before 10.12.2025 and the appellant is required to file his Rejoinder by 17.12.2025.

5. List the matter on **05.01.2026**.

[Justice N Seshasayee]
Member (Judicial)

[Mr. Indevar Pandey]
Member (Technical)

24. The non-submission of SH-4 by the Respondents for verification of signatures of the P1 & P2 from CFSL raises the concern about the transactions.

25. It is noted that the share certificate no. 7 in respect of 1000 Equity Shares having distinctive nos. 1451001 to 1452000 was originally allotted on 25.11.2008 to S. Ramesh (Regd. Folio No. 4) and subsequently transferred to the P1 (Regd. Folio No. 9) on 07.03.2015. As a part of rearrangement of folio numbers by the R1 Company, in lieu of share certificate no. 7, the share certificate no. 4 was re-issued on 13.06.2016 to the P1, which bears the Regd. Folio No. 4 instead of 9 allotted to P1 on transfer of the original share certificate no. 4. The share certificate no. 4 was divided and spilt share certificate no. 8 of 500 Equity Shares having distinctive nos. 1491001 to 1491500 and spilt share certificate no. 9 of 500 Equity Shares having distinctive nos. 1491501 to 1492000 were issued on 27.04.2018 to the P1. The SH-4 for transfer of the share certificate nos. 8 & 9 were executed on 10.04.2018, however the same bears the split share certificate nos. 8 & 9, which were issued on 27.04.2018. It is further noted that the share certificate no.10 in respect of 1000 Equity Shares having distinctive nos. 1454001-1455000 was allotted to P2 (Regd. Folio No. 7) on 25.11.2008. As a part of rearrangement of folio numbers by the R1 Company, in lieu of share certificate no. 10, the share certificate no. 6 was re-issued on 13.06.2016 to the P1, which bears the Regd. Folio No. 6 instead of 7 and distinctive nos. 1493001 to 1494000 instead of 1454001-1455000. In view of the aforesaid reissue of shares by the R-1 Company, we consider it

appropriate to peruse the legal provisions with regard to issue/ reissue/ sub-division of share certificate as contained in the Share Capital Rules as applicable on the date of reissue applicable on the date of reissue (13.06.2016)/ sub-division (27.04.2018), which are reproduced below:

"5. Certificate of shares (where shares are not in demat form)

(1) Where a company issues any share capital, no certificate of any share or shares held in the company shall be issued, except—

(a) in pursuance of a resolution passed by the Board; and

(b) on surrender to the company of the letter of allotment or fractional coupons of requisite value, save in cases of issues against letters of acceptance or of renunciation, or in cases of issue of bonus shares:

Provided that if the letter of allotment is lost or destroyed, the Board may impose such reasonable terms, if any, as to seek supporting evidence and indemnity and the payment of out-of-pocket expenses incurred by the company in investigating evidence, as it may think fit.

(2) Every certificate of share or shares shall be in ***Form No. SH.1*** *or as near thereto as possible and shall specify the name(s) of the person(s) in whose favour the certificate is issued, the shares to which it relates and the amount paid-up thereon.*

(3) Every share certificate shall be issued under the seal, if any, of the company, which shall be affixed in the presence of, and signed by—

(a) two directors duly authorized by the Board of Directors of the company for the purpose or the committee of the Board, if so authorized by the Board; and

(b) the secretary or any person authorised by the Board for the purpose :

Provided that in case a company does not have a common seal, the share certificate shall be signed by two directors or by a director and the Company Secretary, wherever the company has appointed a Company Secretary:

Provided further that, if the composition of the Board permits of it, at least one of the aforesaid two directors shall be a person other than a managing director or a whole time director:

Provided also that, in case of a One Person Company, every share certificate shall be issued under the seal, if any, of the company, which shall be affixed in the presence of and signed by one director or a person authorised by the Board of Directors of the company for the purpose and the Company Secretary, or any other person authorised by the Board for the purpose, and in case the One Person Company does not have a common seal, the share certificate shall be signed by the persons in the presence of whom the seal is required to be affixed in this proviso.

Explanation.—For the purposes of this sub-rule, a director shall be deemed to have signed the share certificate if his signature is printed thereon as a facsimile signature by means of any machine, equipment or other mechanical means such as engraving in metal or lithography, or digitally signed, but not by means of a rubber stamp, provided that the director shall be personally responsible for permitting the affixation of his signature thus and the safe custody of any machine, equipment or other material used for the purpose.

(4) The particulars of every share certificate issued in accordance with sub-rule (1) shall be entered in the Register of Members maintained in accordance with the provisions of section 88 along with the name(s) of person(s) to whom it has been issued, indicating the date of issue.

6. Issue of renewed or duplicate share certificate.

(1)(a) <u>The certificate of any share or shares shall not be issued either in exchange for those which are sub-divided or consolidated or in replacement of those which are defaced, mutilated, torn or old, decrepit, worn out, or where the pages on the reverse for recording transfers have been duly utilised, unless the certificate in lieu of which it is issued is surrendered to the company</u>:

Provided that the company may charge such fee as the Board thinks fit, not exceeding fifty rupees per certificate issued on splitting or consolidation of share certificate(s) or in replacement of share certificate(s) that are defaced, mutilated, torn or old, decrepit or worn out:

(b) <u>Where a certificate is issued in any of the circumstances specified in this sub-rule, it shall be stated on the face of it and be recorded in the Register maintained for the purpose, that it is "Issued in lieu of share certificate No. .... sub-divided/ replaced/ on consolidation"</u> and also that no fee shall be payable pursuant to

scheme of arrangement sanctioned by the High Court or Central Government:

(c) A company may replace all the existing certificates by new certificates upon sub-division or consolidation of shares or merger or demerger or any reconstitution without requiring old certificates to be surrendered subject to compliance with clause (a) of sub-rule (1) of rule 5, sub-rule (2) of rule 5 and sub-rule (3) of rule 5.

(2)(a) The duplicate share certificate shall be not issued in lieu of those that are lost or destroyed, without the prior consent of the Board and without payment of such fees as the Board thinks fit, not exceeding rupees fifty per certificate and on such reasonable terms, such as furnishing supporting evidence and indemnity and the payment of out-of-pocket expenses incurred by the company in investigating the evidence produced:

(b) Where a certificate is issued in any of the circumstances specified in this sub-rule, it shall be stated prominently on the face of it and be recorded in the Register maintained for the purpose, that it is "duplicate issued in lieu of share certificate No. ...." and the word "duplicate" shall be stamped or printed prominently on the face of the share certificate:

(c) In case unlisted companies, the duplicate share certificates shall be issued within a period of three months and in case of listed companies such certificate shall be issued within forty-five days, from the date of submission of complete documents with the company respectively.

*(3)(a) <u>The particulars of every share certificate issued in accordance with sub-rules (1) and (2) shall be entered forthwith in a Register of Renewed and Duplicate Share Certificates maintained in **Form No.SH.2** indicating against the name(s) of the person(s) to whom the certificate is issued, the number and date of issue of the share certificate in lieu of which the new certificate is issued, and the necessary changes indicated in the Register of Members by suitable cross-references in the "Remarks" column</u>.*

(b) <u>The register shall be kept at the registered office of the company or at such other place where the Register of Members is kept and it shall be preserved permanently and shall be kept in the custody of the company secretary of the company or any other person authorized by the Board for the purpose</u>.

(c) <u>All entries made in the Register of Renewed and Duplicate Share Certificates shall be authenticated by the company secretary or such other person as may be authorised by the Board for the purposes of sealing and signing the share certificate under the provisions of sub-rule (3) of rule 5</u>.

7. Maintenance of share certificate forms and related books and documents.

(1) All blank forms to be used for issue of share certificates shall be printed and the printing shall be done only on the authority of a resolution of the Board and the blank form shall be consecutively machine-numbered and the forms and the blocks, engravings, facsimiles and hues relating to the printing of such forms shall be kept in the custody of the secretary or such other person as the Board may authorise for the purpose; and the company secretary or other person aforesaid shall be responsible for rendering an account of these forms to the Board.

(2) The following persons shall be responsible for the maintenance, preservation and safe custody of all books and documents relating to the issue of share certificates, including the blank forms of share certificates referred to in sub-rule (1), namely: —

(a) the committee of the Board, if so authorized by the Board or where the company has a company secretary, the company secretary; or

(b) where the company has no company secretary, a Director specifically authorised by the Board for such purpose.

(3) All books referred to in sub-rule (2) shall be preserved in good order not less than thirty years and in case of disputed cases, shall be preserved permanently, and all certificates surrendered to a company shall immediately be defaced by stamping or printing the word "cancelled" in bold letters and may be destroyed after the expiry of three years from the date on which they are surrendered, under the authority of a resolution of the Board and in the presence of a person duly appointed by the Board in this behalf:

Provided that nothing in this sub-rule shall apply to cancellation of the certificates of securities, under sub-section (2) of section 6 of the Depositories Act, 1996 (22 of 1996), when such certificates are cancelled in accordance with sub-regulation (5) of regulation 54 of the Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996, made under section 30 of the

Securities and Exchange Board of India Act, 1992 (15 of 1992) read with section 25 of the Depositories Act, 1996 (22 of 1996).

26. We note that the compliance of the Share Certificate Rules has also not appears to have been made which raises the concern regarding the authenticity of the Share Certificates transferred from P1 & P2 to R7 & R8.

27. As a *sequel* to the aforesaid discussions, there is necessity to examine the relevant records viz., Register of Members, Register of Issue of Share Certificates, SH-4, Minutes of the Board Meetings, and other relevant documents for taking a considered view with regard to transfer of the aforesaid shares.

28. In view of the above, we consider it appropriate to direct the RoC to examine all these documents and submit a detailed report on the matter, within a period of six weeks. The Registry is directed to send a copy of this Order to the Registrar of Companies, Vijayawada.

29. For consideration of the Report of the RoC, list the matter on 10.09.2026.

Sd/-	**Sd/-**
(Umesh Kumar Shukla)	**(Kishore Vemulapalli)**
Member (Technical)	**Member (Judicial)**

Suresh/ RSN