S.No.01

IN THE NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH – II
VC AND PHYSICAL (HYBRID) MODE
ATTENDANCE CUM ORDER SHEET OF THE HEARING HELD ON
17.07.2026 AT 10:30 A.M.

IA (IBC)/866/2026 in IA (IBC)/781/2026 & IA (IBC)/781/2026
CP (IB)No.678/7/HDB/2018
U/s 7 of IBC

IN THE MATTER OF:
Axis Bank Ltd **…Petitioner**

Vs

Lanco Kondaplli Power Ltd **…Respondent**

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

O R D E R

IA (IBC)/866/2026 in IA (IBC)/781/2026

Orders pronounced, recorded vide separate sheets. In the result, the IA (IBC)/866/2026 in IA (IBC)/781/2026 is dismissed.

IA (IBC)/781/2026

Orders pronounced, recorded vide separate sheets. In the result, the IA (IBC)/781/2026 is allowed.

Sd/- Sd/-
MEMBER (T) **MEMBER (J)**

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IN THE NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH – II

IA (IBC) No. 781 of 2026 and
IA (IBC) No. 866 of 2026 in
IA (IBC) No. 781 of 2026 in
CP (IB) No. 678/7/HDB/2018

In the matter of

AXIS BANK, FINANCIAL CREDITOR
vs
LANCO KONDAPALLI POWER LIMITED, CORPORATE DEBTOR

IA (IBC) No. 781 of 2026

Between:

M/s MCM Pacific Pte Limited,
911 Lorong 1 Toa Payoh,
#25-01, Oleander Towers,
Singapore.

….Applicant

And

1. M/s Radha Vasavi Assets LLP (RVAL),
Sy No. 43 & 44, Plot No. 53, 54, 57 & 58,
4th Floor, Mahaveer Radiance,
Pillar No. 1708, Madhapur,
Hyderabad – 500 081.

2. Mr K Vatsa Kumar,
Liquidator of
M/s Lanco Kondapalli Power Limited,
Flat No. 101, Dr AS Rao Enclave,
Road No.2, Snehapuri Colony,
Nacharam,
Hyderabad – 500 076.

….Respondents

Date of order : 17.07.2026

CORAM:

Sri Rajeev Bhardwaj, Hon'ble Member (Judicial)

Sri Sanjay Puri, Hon'ble Member (Technical)

Counsel present:

For Applicant	:	Mr Sameer Kumar
For Respondent No.1	:	Mr Srinath Sridevan, Ld Senior Counsel & Mr Puneet Yadav
For Respondent No.2	:	Ms Mano Ranjani along with Mr K Vatsa Kumar, Liquidator

IA (IBC) No. 866 of 2026 in IA (IBC) No. 781 of 2026

Between:

M/s Radha Assets LLP (RAL),
Formerly known as:
Radha Vasavi Assets LLP (RVAL),
4th Floor, Mahaveer Radiance,
Opp : Kavuri Hills Water Tank,
Madhapur,
Hyderabad – 500 081.

....Applicant

And

1. M/s MCM Pacific Pte Limited,
   911 Lorong 1 Toa Payoh,
   #25-01, Oleander Towers,
   Singapore.

2. Mr K Vatsa Kumar,
   Liquidator of
   M/s Lanco Kondapalli Power Limited,
   Flat No. 101, Dr AS Rao Enclave,
   Road No.2, Snehapuri Colony,
   Nacharam,
   Hyderabad – 500 076.

....Respondents

Counsel present:

For Applicant	:	Mr Srinath Sridevan, Ld Senior Counsel & Mr Puneet Yadav
For Respondent No.1	:	Mr Sameer Kumar
For Respondent No.2	:	Ms Mano Ranjani along with Mr K Vatsa Kumar, Liquidator

1. The two IAs (**No. 781 of 2026 and No. 866 of 2026**)[1], under consideration in this order are filed in the case of **Lanco Kondapalli Power Limited** (**LKPL**), the Corporate Debtor, which was admitted into the CIRP[2] on 23.04.2019, and, upon non-receipt of any viable Resolution Plan, was ordered into liquidation by this Adjudicating Authority vide order dated 16.04.2021.

2. During liquidation, six rounds of E-auction processes were conducted by the **Liquidator**[3] as per the details below:

E-auction rounds	**Date of e-auction**	**Description of asset**	**Successful bidder**	**Status of Sale**
First Round	11.01.2022	No asset was sold	--	--
Second Round	16.06.2022	Phase-III assets	MCM Pacific Pte. Limited, Singapore (**MCM**)[4]	Certificate of sale issued on 26.03.2026
Third Round	29.07.2022	Phase-I assets	Reliance Synergy Limited	Certificate of sale issued
Fourth Round	27.08.2022	Parcel 2: Phase II plant and machinery	Indira Ispat Udyog	Certificate of sale issued
		Parcel 7: Guntupalli Land	National Energy Trading and Services Limited	Certificate of sale issued
Fifth Round	16.12.2022	Parcel 5: Land in Tamil Nadu.	Anton Engineering	Certificate of sale issued
		Parcel 9: New Reservoir & Buildings.	Anton Engineering	Certificate of sale issued
		Parcel 6: Nainavaram Land.	National Energy Trading and Services Limited	Certificate of sale issued
Sixth Round	15.02.2023	Parcel 1: Corporate	Radha Vasavi Assets	Certificate of sale

[1] Identified as **IA-781** and **IA-866** in the present order hereinafter
[2] Corporate Insolvency Resolution Process
[3] Liquidator is the Respondent No.2 in both IA-781 & IA-866
[4] Applicant in IA-781 and Respondent No.1 in IA-866

	Debtor as a going concern	LLP (**RVAL**)[5]	issued 0n 30.06.2023

As evident from the table above, all assets of the Corporate Debtor, excluding the Phase-III Assets, were dealt with in the other rounds of auction, and the Corporate Debtor as a going concern was ultimately sold to RVAL, with the Sale Certificate being issued on 30.06.2023. Although the auction for the Phase-III Assets concluded in June 2022 with MCM Pacific Pte. Limited, Singapore (**MCM**) being declared the successful bidder, the Sale Certificate in favour of MCM came to be issued only on 26.03.2026.

3. In the meanwhile, pursuant to the sixth round of e-auction held on 15.02.2023, the Corporate Debtor, excluding the assets disposed of / identified in the earlier rounds, was sold as a going concern to M/s Radha Vasavi Assets LLP (**RVAL**), and the Sale Certificate in that regard was issued on 30.06.2023.

4. Since that time, the Phase-III assets have remained on the LKPL's premises, which are now under the control of RVAL. LKPL subsequently claimed rental charges from MCM for the ongoing use of the its land. This issue was previously adjudicated on 04.10.2024, in IA No. 64 of 2024, and on 09.09.2025, in IA No. 288 of 2025.

5. Pursuant to issuance of the Sale Certificate dated 26.03.2026 by the Liquidator in respect of the Phase-III Assets, MCM sought access to the said assets situated at the premises of LKPL, acquired by RVAL as going concern. According to MCM, such access was denied/obstructed by RVAL. Accordingly, MCM has filed IA No. 781 of 2026 (**IA-781**) seeking directions against RVAL for removal of the alleged obstruction, grant of complete and unhindered access to the Phase-III Assets, access through Gate No. 2, and permission to exercise its rights, including dismantling and removal, in terms of the Process Document dated 08.04.2022. MCM submits that,

[5] Respondent No.1 in IA-781 and Applicant in IA-866

under the said Process Document, the successful bidder is entitled to take possession of the Phase-III Assets and undertake their dismantling and removal in accordance with the stipulated terms.

6. In response, apart from filing its counter in IA-781, RVAL has filed IA No. 866 of 2026 (**IA-866**) seeking dismissal of IA-781 on the grounds of maintainability, alleged suppression of material facts, and pendency of substantially overlapping issues before the Hon'ble NCLAT, Chennai, by invoking principles analogous to Section 10 CPC. In the alternative, RVAL seeks stay of further proceedings in IA-781 pending pronouncement of orders by the Hon'ble NCLAT in IA Nos. 580 and 581 of 2026 in Company Appeal Nos. 538 and 541 of 2025.

7. Both, IA No. 781 of 2026 (**IA-781**) and IA No. 866 of 2026 (**IA-866**) are being considered together, as they arise from the same factual matrix and involve overlapping issues and rival contentions.

CASE OF MCM[6]

8. MCM has submitted that, while the sale of the Corporate Debtor as a going concern was approved in favour of Respondent No. 1/RVAL, the Phase-III Assets remained excluded and continued to be governed by the independent auction process. It is further submitted that, after issuance of the Sale Certificate in favour of RVAL on 30.06.2023, RVAL began asserting control over the premises and raising claims relating to alleged rent, despite there being no contractual arrangement with MCM; and thereafter initiated unilateral communications raising arbitrary rent demands, while simultaneously restricting access to the Phase-III Assets, contrary to the Process Document and by attempting to impose financial conditions not contemplated under the auction framework.

9. It is submitted that MCM repeatedly sought gate passes and access for inspection and dismantling; however, RVAL refused entry and made such

[6] As presented in IA-781 as Applicant, and in the Counter reply for IA-866 as Respondent No.1

access conditional upon acceptance of its disputed rent claims. MCM further states that during November–December 2023, RVAL expressly refused issuance of gate passes and denied entry to MCM's personnel, effectively preventing inspection and dismantling of the Phase-III Assets.; and that this Tribunal had earlier observed that rent, if any, was to be determined through separate negotiations with the Liquidator acting as an "umpire", thereby confirming that no unilateral rent could be imposed as a condition for access.

10. It is pleaded that MCM is the successful auction purchaser of the Phase-III Assets and has duly paid the entire consideration amount, pursuant to which the Sale Certificate dated 26.03.2026 has been issued in its favour. It further submits that possession was handed over on 27.03.2026 and, therefore, its rights in the said assets stand fully crystallised, conferring an unequivocal entitlement to access, control, and removal; and that the contractual framework, including the Process Note and Addendum dated 10.11.2023, mandates only prior intimation and not prior permission.

11. It is further submitted that RVAL has, over a prolonged period, consistently and deliberately obstructed its lawful access to the Phase-III Assets, thereby constituting a continuing wrong and a recurring cause of action. It also states that there exists a separate and independent entry point for the Phase-III Assets in the North-West direction adjacent to HRSG-3B, being Gate No. 2, which is entirely outside and does not overlap with RVAL's operational or asset area; and that this entry point is capable of being utilised for transportation and removal of dismantled components, subject to feasibility depending upon the size and nature of the items involved.

12. It is alleged that, in order to obstruct the Applicant's rights, RVAL has resorted to filing meritless and frivolous applications before the Hon'ble NCLAT in the pending appeals, despite the fact that pleadings already stand completed and the matters were fixed for final arguments. According to MCM, the sole intent of such applications is to create a pretext to contend

that no access can be granted while the Hon'ble NCLAT is seized of the matter.

13. According to MCM, such stand is wholly misconceived, as no issue relating to dismantling of the Phase-III Assets is pending adjudication before the Hon'ble NCLAT, and there exists no restraint or impediment in law against MCM exercising its independent and vested right to access and dismantle the assets. MCM further characterises RVAL's conduct as a clear abuse of process, aimed at delaying and defeating its rights under the concluded sale.

14. In reply to IA-866, it is submitted by MCM, that RVAL has deliberately attempted to create an artificial overlap between the proceedings pending before the Hon'ble NCLAT and IA-781, whereas the issues involved, reliefs sought and causes of action in the respective proceedings are materially distinct. According to MCM, the appeals pending before the Hon'ble NCLAT arise from orders concerning pay-and-use charges, rent, preservation charges, storage charges and allied disputes, which are financial and monetary claims between the parties; whereas IA-781 concerns MCM's independent and vested rights arising from the Sale Certificate dated 26.03.2026, the Bid Process Document dated 08.04.2022, and the duly approved sale transaction governing the Phase-III assets.

15. MCM has denied that the subject matter of IA-781 is directly and substantially identical to the pending appeals and submits that the principles analogous to Section 10 CPC have no application whatsoever. It submits that, for application of the doctrine of *res sub judice*, the matter directly and substantially in issue in both proceedings must be identical, and that mere existence of common parties or factual background is insufficient. MCM further states that RVAL has failed to demonstrate that the issues raised in IA-781 are pending adjudication before the Hon'ble NCLAT, and that there is no injunction, stay order or prohibitory direction operating against MCM. According to MCM, RVAL seeks to convert the

pendency of appeals into an embargo against exercise of proprietary and contractual rights, which is wholly contrary to law.

16. MCM has also denied any concealment or suppression and submits that RVAL has itself not made full and candid disclosure. According to MCM, RVAL had earlier filed IA No. 1432 of 2025 before this Authority, seeking directions restraining MCM from dismantling/removing Phase-III Assets and seeking deposit/payment of alleged rent, pay-and-use charges, storage charges and preservation charges, but subsequently withdrew the said application without adjudication on merits. MCM contends that, having withdrawn the said application, RVAL cannot reagitate substantially identical grievances under a different guise while alleging suppression against MCM.

17. Placing reliance on the NCLAT order dated 01.06.2026, it is contended that the application seeking deferment of pronouncement of judgment/orders in Company Appeal (AT) (CH) (Ins.) No. 538 of 2025, including on the ground of alleged impossibility of recovery after dismantling/removal, was rejected. MCM submits that the Hon'ble NCLAT observed that mere pendency of IA-781 before this Tribunal would not have any bearing on the proceedings in which judgment had already been reserved; and that RVAL intentionally withheld the said order because its disclosure would demolish the foundation of IA No. 866, which proceeds on the premise that IA-781 interferes with the NCLAT proceedings.

18. It is finally submitted by MCM that the Sale Certificate issued in its favour has attained finality and remains valid and binding unless stayed or set aside by a competent forum. It further submits that IA-781 is confined to implementation and protection of rights already vested in MCM and does not depend upon adjudication of monetary disputes pending before the Hon'ble NCLAT. MCM states that RVAL has not challenged the sale process itself or sought appropriate relief restraining execution of delivery challans, export documents or other documentation, and that the real object of IA-

866 is to obstruct and delay dismantling and removal of Phase-III Assets while enabling continued use/occupation of the assets.

RVAL'S POSITION[7]

19. In its reply to IA-781, and in IA-866, RVAL has denied MCM's allegations and submitted that the present Application is premature, misconceived, and not maintainable in law and on facts, and is liable to be dismissed or, in the alternative, kept in abeyance. RVAL's principal objection is that three connected appeals, being CA (AT) (Ins) Nos. 538, 540 and 541 of 2025, arising from the orders dated 09.09.2025, are pending before the Hon'ble NCLAT, Chennai, and have been reserved for orders.

20. It is submitted that the said appeals directly concern the rights of Respondent No. 1 (i.e. RVAL) in relation to rent, pay and use charges, and preservation charges in respect of Phase-III Assets, being the very issues which, according to RVAL, form the substructure of the present IA-781. RVAL further states that it has filed IA Nos. 580 and 581 of 2026 before the Hon'ble NCLAT seeking, inter alia, an injunction restraining the Applicant from dismantling Phase-III Assets, or, in the alternative, deposit of the dues before the Hon'ble NCLAT. According to RVAL, the reliefs of unhindered access and permission to dismantle Phase-III Assets sought in IA No. 781 are directly and inseparably connected with the very issues reserved before the Hon'ble NCLAT.

21. It is stated that, after hearing arguments, the Hon'ble NCLAT reserved all three appeals along with I.A. Nos. 580 and 581 of 2026 for orders on 30.04.2026. It further alleges that IA No. 781 of 2026 was filed by MCM on or about 20.04.2026, before conclusion of arguments before the Hon'ble NCLAT, but was listed before this Tribunal only on 20.05.2026, i.e. twenty days after the Hon'ble NCLAT had reserved orders. RVAL therefore alleges that MCM and the Liquidator completely and deliberately omitted to inform

[7] As presented in the Counter-reply of Respondent No.1 in IA-781, and in IA -866 (Application & Rejoinders to Respondent's Counters)

this Hon'ble Tribunal about the pending appeals and interim applications being heard and reserved, which, according to RVAL, amounts to deliberate and calculated suppression of material facts.

22. According to RVAL grant of relief in IA-781 at this stage would pre-empt the orders of the Appellate Tribunal and render the pending appeals entirely infructuous. It submits that MCM is a foreign entity incorporated in Singapore, and that recovery of dues towards rent, preservation charges, and pay and use charges after dismantling and removal of assets from Indian jurisdiction would become practically impossible. RVAL therefore pleads that permitting dismantling/removal would cause irreparable prejudice, that the balance of convenience lies in maintaining status quo, and that its claims may otherwise become irrecoverable and result in irreversible harm.

23. RVAL has also disputed MCM's assertion that no issue relating to dismantling is pending before the Hon'ble NCLAT. It submits that IA No. 580 of 2026 in CA No. 538 of 2025 expressly praying for an order injuncting MCM from dismantling the Phase III assets during the pendency of the appeal is pending before the Hon'ble NCLAT and has been reserved for orders. It is alleged that MCM has deliberately mis-described the application filed before the Hon'ble NCLAT as meritless and frivolous, which, according to RVAL, is a calculated attempt to confuse this Hon'ble Tribunal as to the true nature and scope of the pending NCLAT proceedings and to disparage its legitimate appellate rights before the superior forum.

24. RVAL has then invoked the doctrine of *res sub judice* and principles analogous to Section 10 CPC, submitting that the matter in issue in IA-781 is directly and substantially in issue before the Hon'ble NCLAT. According to RVAL, the subject matter, parties, and reliefs are either identical or substantially overlapping, and a subordinate forum cannot permit proceedings to run parallel to, or in contradiction of, proceedings pending before a superior forum on the same *lis*. It is submitted that where the

appellate forum has concluded hearing and reserved orders, grant of relief by this Tribunal would prejudice, pre-empt or render nugatory the orders of the superior forum, and permit MCM to secure an irreversible relief before the Hon'ble NCLAT pronounces its decision.

25. RVAL has also disputed the validity and effect of the Sale Certificate dated 26.03.2026, contending that it is ex-facie defective and not in conformity with the spirit of the Order dated 09.03.2026, by which this Tribunal had directed the Liquidator to issue the Sale Certificate "as per law." It is argued that the timelines adopted for dismantling are successive and shifting — 1 month under the First Process Document, 6 months under the Second Process Document, and 18 months as prayed in IA No. 422 of 2026 — and that these are not merely technical inconsistencies, but reflect a complete absence of any credible, concrete, and thought-through plan for dismantling and removal of Phase-III Assets.

26. It is submitted that the Phase-III Assets consist of large and complex industrial plant and machinery forming part of a gas-based power generation facility situated within the premises of RVAL. According to RVAL, permitting unhindered access in absence of a structured and supervised dismantling plan would prejudice its business operations, put RVAL's own assets and infrastructure at risk of damage, and would effectively amount to granting MCM an indefinite right of occupation over RVAL's premises with no accountability and no end-date. RVAL therefore insists that any access or dismantling must be preceded by a clear, detailed, time-bound dismantling plan, proof of full compliance with all applicable statutory and regulatory requirements, including legality of export, and a mechanism for reimbursing RVAL for all costs, expenses, and losses arising out of the dismantling operations, along with payment of prior dues towards preservation and rent and storage charges.

27. RVAL has also raised objections against the Liquidator, alleging a clear and manifest conflict of interest and an overreach beyond the permissible scope

of his statutory functions under the Code and the Liquidation Regulations. According to RVAL, once the Sale Certificate was issued and possession was allegedly handed over, the Liquidator became functus officio in respect of Phase-III Assets and had no statutory authority to continue to act as a facilitator for MCM's dismantling and export operations, to receive ongoing remuneration from MCM, to act as MCM's agent, or to enter into financial arrangements on behalf of the liquidation estate post-conclusion of sale.

28. Additionally, RVAL has raised GST and PAN-related objections. It submits that, as per its books of accounts, the amount received from MCM is reflected as Rs. 1,88,38,33,030/-, whereas the Sale Certificate dated 26.03.2026 mentions the sale consideration as Rs. 1,36,11,30,698/- and GST as Rs. 24,50,03,526/-, thereby showing a significant discrepancy between the amount actually received and the amounts disclosed in the Sale Certificate. RVAL further contends that, upon issuance of the Sale Certificate, the GST registration and PAN of the Corporate Debtor cannot lawfully be used by the Liquidator or MCM for any further transactions, including those relating to dismantling and export, and that any such use would constitute unauthorised use of the Corporate Debtor's statutory credentials.

29. In its rejoinders, RVAL has argued that the absence of stay does not amount to permission for MCM to proceed. It submits that the absence of an express injunction does not ipso facto translate into an unconditional right of access in MCM's favour, particularly when the Hon'ble NCLAT has heard the parties at length and reserved orders on the injunction application. RVAL further submits that the NCLAT order dated 01.06.2026 is not a declaration that MCM is entitled to unconditional access, nor can it be read as sanction for Respondent No. 1 to proceed with dismantling and removal of the Phase-III Assets.

30. RVAL has further relied on the Addendum[8] dated 10.11.2023 to contend that its obligation to provide support and cooperation was without prejudice to its rights for claims/reimbursements of costs pertaining to the preservation of assets, including charging of rent for area occupied for storage of machines and goods and other costs from successful bidders of Phase I, II and III assets. On this basis, RVAL submits that MCM's attempt to obtain access without satisfying its financial obligations is an attempt to bypass this contractual safeguard, and that access and financial obligations are inextricably linked under the governing documents.

31. It is submitted that the Phase-III Assets have, since July 2023, been situated upon 40 acres of land belonging to the Applicant, and that RVAL has been incurring expenditure towards preservation, maintenance and security of the said assets. It is therefore denied that it is in unauthorized use and occupation of the Phase-III Assets, and contends that it has bona fide financial claims for land rent, utilisation charges and preservation charges, which remain unresolved. RVAL states that protecting legitimate legal rights through proceedings before a tribunal constituted under statute cannot be styled as arm-twisting or vexatious litigation.

32. In its rejoinders in IA-866, RVAL has also raised a maintainability objection on the ground of misjoinder / non-joinder of necessary party, namely LKPL, the Corporate Debtor, and submits that IA-781 is bad in law and not maintainable on that ground. In conclusion, RVAL prays that IA-781 be dismissed and/or kept in abeyance pending pronouncement of orders by the Hon'ble NCLAT in the pending appeals and connected applications, and that IA-866 be allowed.

LIQUIDATOR'S REPLIES[9]

33. It is stated by the Liquidator that MCM was declared as the successful

[8] Addendum dated 10.11.2023 to the Sale certificate issued to RVAL in respect of Going Concern Sale of the CD on 30.06.2023

[9] As presented in the counter replies as Respondent No.2 in IA-781 and IA-866, respectively

auction purchaser of the Phase III Assets pursuant to the auction conducted on 16.06.2022, and that the Sale Certificate in respect of Phase-III Assets was issued in favour of MCM on 26.03.2026, followed by possession being handed over to MCM on 27.03.2026.

34. It is also submitted that RVAL was declared as the successful bidder in respect of the CD as going concern, but the Sale Certificate dated 30.06.2023 issued in favour of RVAL expressly excluded the specified assets including the Phase III assets, which were already identified/sold separately. According to the Liquidator, RVAL unconditionally accepted that it would support and cooperate with the buyer of the specified assets for smooth takeover/removal/dismantling, including access to the site upon prior intimation.

35. The Liquidator has further recorded that RVAL had earlier filed IA No. 64 of 2024 and IA No. 288 of 2025 seeking, inter alia, use and occupation charges/rent from MCM in respect of the land on which the Phase-III Assets are situated. He further states that, by order dated 09.09.2025, this Tribunal directed the new Liquidator to facilitate negotiations between MCM and RVAL for arriving at amounts payable towards land rent and to act as an Umpire; and further held that determination of land rent shall be dovetailed with and set off against utilisation charges receivable from LKPL/RVAL, with only the net resultant amount being taken into consideration.

36. It is reported by the Liquidator that, in compliance with the order dated 09.09.2025, he assigned the work of assessment of land rent and utilisation charges to two IBBI Registered Valuers, and requested both parties to extend cooperation and furnish the information/documents sought by the valuers. However, RVAL requested that the process be kept on hold as it was filing appeals; and thereafter, by order dated 28.10.2025, the Hon'ble NCLAT directed that the implications flowing from paragraph 40 of the order dated 09.09.2025 be kept in abeyance, whereupon the professional

assessment of land rent and utilisation charges could not proceed further.

37. The Liquidator's principal stand is that the order dated 09.09.2025 does not authorise RVAL to obstruct access to MCM or to withhold dismantling/removal of Phase-III assets pending determination of rent/utilisation charges. According to him, the issue of rent/utilisation charges is a separate matter and may not, by itself, operate as an automatic bar to consideration of access-related issues.

38. It is acknowledged by the Liquidator that the appeals filed by RVAL before the Hon'ble NCLAT, being CA Nos. 538, 540 and 541 of 2025, arise from orders relating to rent/storage/pay-and-use charges and preservation/ maintenance charges, and that IA Nos. 580 and 581 of 2026 sought injunction restraining MCM from dismantling the Phase III assets and/or deposit of pay-and-use charges. He also records that the said appeals were last heard by the Hon'ble NCLAT on 30.04.2026 and orders reserved.

39. It is further stated that, when RVAL sought to justify denial of access by referring to the pending NCLAT appeals and reserved orders, he specifically informed RVAL that no express restraint order had been brought to his knowledge and requested RVAL to cooperate in facilitating access and dismantling activities. He therefore submits that, in the absence of any express restraint order, the dismantling and removal process under the Sale Certificate and Process Documents continues to subsist.

40. As regards the time for removal, the Liquidator relies on the 51st SCC meeting held on 11.03.2026, where it was noted that, as per the Process Document dated 08.04.2022, the successful bidder was required to take possession and remove the assets within 30 days from the date of issuance of the Sale Certificate. However, considering the size and nature of the assets, the SCC concurred with granting six months' time from the date of issue of Sale Certificate for dismantling and removal of the Phase-III assets.

41. It is pointed out that MCM, vide email dated 31.03.2026, intimated details of its officials requiring access to the plant site for Phase-III Assets, which the Liquidator forwarded to RVAL with a request to facilitate access in terms of the Process Document and Sale Certificate. Despite the same, RVAL failed to provide access, and MCM informed the Liquidator on 11.05.2026 that even after about 45 days, no response/access had been provided and the delay was affecting the dismantling schedule.

42. The Liquidator has also opposed dismissal or stay of IA-781, as prayed in IA-866 and submits that, in the absence of any express restraint order, MCM, being the successful auction purchaser and holder of the Sale Certificate dated 26.03.2026, is entitled to rely on the governing documents which contemplate cooperation and facilitation of access upon prior intimation. He further states that issues relating to land rent, use and occupation charges, preservation charges and utilisation charges may be dealt with separately, but cannot be treated as a condition precedent for permitting MCM to access, protect, dismantle or remove the Phase-III assets.

43. The Liquidator too has countered the plea based on Section 10 CPC / *res sub judice*. He submits that Section 10 CPC does not apply to proceedings before the NCLT because IBC proceedings are not suits, NCLT is not bound by the CPC and is guided by principles of natural justice, and the IBC is a self-contained code with overriding effect under Section 238. He also relies on the NCLAT order dated 01.06.2026 to submit that pendency of IA No.781/2026 may not have any bearing on the orders reserved by the Hon'ble NCLAT.

44. The Liquidator has clarified that he is presently not in operational control or physical management of the plant premises forming part of the going concern sale, and that his role in the present context is confined to facilitation in terms of the orders passed by this Tribunal and the governing sale documents.

45. In substance, the Liquidator has supported consideration of IA-781 on merits and submits that RVAL cannot rely on pending monetary disputes or appeals to obstruct access in the absence of a stay. He submits that unrestricted and seamless access for MCM is sine qua non for completion of the dismantling process, and that appropriate directions regarding access, dismantling, ingress/egress, coordination mechanism and timelines may be issued in accordance with the Process Document, Sale Certificate and applicable orders. At the same time, he states that disputes relating to rent/use and occupation charges shall continue to be governed by the order dated 09.09.2025 and pending proceedings before the Hon'ble NCLAT.

FINDINGS & DECISION

46. We have heard the parties and reviewed the voluminous pleadings filed in both IAs IA-781 and IA-866. Following issues arise for our consideration

A. Whether IA No. 781 of 2026 is liable to be dismissed or kept in abeyance in view of the pendency and reservation of orders in the connected appeals and interim applications before the Hon'ble NCLAT, Chennai;

B. Whether MCM, as the successful auction purchaser and holder of the Sale Certificate dated 26.03.2026, has a crystallised right to access, protect, dismantle and remove the Phase-III Assets, or whether RVAL can withhold or condition such access on account of pending monetary claims towards rent, storage, pay-and-use, preservation or utilisation charges;

C. Whether the Sale Certificate dated 26.03.2026 remains a subsisting and operative basis for MCM's unrestricted access and dismantling rights, notwithstanding RVAL's objections to its validity and the six-month removal timeline; and

D. Whether IA No. 781 of 2026 is bad in law and not maintainable on the ground of misjoinder / non-joinder of LKPL as a party.

We proceed to deliberate on these issues as follows:

Pending Proceedings before Hon'ble NCLAT

47. The first issue that arises before us is whether IA-781 is liable to be dismissed or kept in abeyance merely because certain appeals and interlocutory applications are pending before the Hon'ble NCLAT, Chennai, and have been reserved for orders.

48. RVAL's principal objection in IA-866 is that IA-781 is not maintainable, or should at least be deferred, in view of the pendency of CA Nos. 538, 540 and 541 of 2025 and IA Nos. 580 and 581 of 2026 before the Hon'ble NCLAT. RVAL has invoked the doctrine of *res sub judice* and principles analogous to Section 10 CPC, contending that MCM's prayer for access to and dismantling/removal of Phase-III Assets is directly and substantially in issue before the Appellate Tribunal.

49. We have considered the nature of the orders dated 09.09.2025 which are under challenge before the Hon'ble NCLAT. IA No. 288 of 2025[10] was about the claim of LKPL/RVAL for land rent/pay-and-use charges for the land occupied by the Phase-III Assets and the mechanism for determination and set-off of such rent against utilisation charges to be paid. IA No. 1610 of 2024[11] concerned LKPL's claim for preservation and maintenance charges in respect of the Phase-III Assets. This Tribunal held that such claim could not be examined in isolation, as it was intertwined with the utilisation of the Phase-III Assets and the rent payable for the underlying land; and, in IA No. 1244 of 2024[12], this Tribunal had already held that RVAL/LKPL had derived commercial benefit from the use of the Phase-III Assets and were liable to pay reasonable utilisation charges.

[10] Appealed against in CA (AT) (Ins) 538 0f 2025
[11] Appealed against in CA (AT) (Ins) 540 0f 2025
[12] Appealed against in CA (AT) (Ins) 541 0f 2025

50. The subject matter of the orders under challenge before the Hon'ble NCLAT substantially concerns rent, pay-and-use charges, preservation charges, utilisation charges, and the mechanism of set-off/netting between such claims. Thus, the proceedings before the Hon'ble NCLAT substantially relate to monetary and accounting claims, namely rent, pay-and-use charges, preservation charges, utilisation charges, and the mechanism of set-off/netting between such claims.

51. At the same time, we recognise that the pending proceedings before the Hon'ble NCLAT are not wholly disconnected from the issue of dismantling, since IA Nos. 580 and 581 of 2026 seek, inter alia, restraint against dismantling and/or deposit of amounts by MCM. However, the question before us is whether such pendency, in the absence of any operative restraint order, bars this Tribunal from considering IA-781.

52. IA-781 presently under consideration arises from a later event, namely issuance of the Sale Certificate dated 26.03.2026 in favour of MCM and the alleged handing over of possession on 27.03.2026. The relief sought therein concerns implementation of access, takeover, dismantling and removal rights claimed by MCM under the Sale Certificate and the Process Document dated 08.04.2022. Therefore, though the parties and factual background overlap, the precise issue in IA-781 is not quantification of rent or preservation charges, but whether access to assets sold to MCM can be obstructed in the absence of any subsisting restraint order.

53. Moreover, the principle underlying Section 10 CPC does not mechanically apply to proceedings before the NCLT under the IBC. Even if principles analogous to *res sub judice* are kept in view to avoid conflicting decisions, such principles can apply only where the matter directly and substantially in issue is the same in both proceedings. In the present case, the monetary and accounting issues pending before the Hon'ble NCLAT are connected with the controversy between the parties, and the interim applications filed therein may touch upon dismantling; however, they are not identical to the

access and implementation issues arising under the subsequent Sale Certificate dated 26.03.2026.

54. We also find an apparent inconsistency in the stand taken by RVAL. On the one hand, RVAL approached the Hon'ble NCLAT seeking recall[13] of the order dated 30.04.2026, whereby CA(AT)(CH)(Ins) Nos. 538, 540 and 541 of 2025 were reserved for orders, and sought de-reservation of the said appeals on the ground that IA-781 was pending before this Tribunal. On the other hand, before us, RVAL contends that IA-781 should be dismissed or kept in abeyance precisely because the said appeals and connected interim applications are pending before the Hon'ble NCLAT. Thus, before the Appellate Tribunal, pendency of IA-781 was projected as a ground to disturb the reserved appeals; whereas before this Tribunal, pendency of those very appeals is projected as a ground to stall IA-781.

55. Such a shifting stand suggests that RVAL's real endeavour is not merely to await adjudication before the Hon'ble NCLAT, but to stall, for as long as possible, the implementation of the concluded sale of the Phase-III Assets in favour of MCM. This becomes more evident when no express stay, injunction or restraint order against access or dismantling has been placed before us.

56. As stated earlier, we are conscious that RVAL has filed IA Nos. 580 and 581 of 2026 before the Hon'ble NCLAT seeking, inter alia, restraint against dismantling and/or deposit of amounts by MCM, and that orders therein are stated to be reserved. However, no order of stay, injunction or restraint prohibiting access, dismantling or removal of Phase-III Assets has been brought to our notice. The Hon'ble Supreme Court in ***Collector of Customs v. Krishna Sales (P) Ltd***.[14], has observed that mere filing of an appeal does not operate as a stay or suspension of the order appealed against. In the same vein, unless the appellate forum grants an express

[13] In IA Nos IA Nos.763 & 764/2026 filed before NALAT, Chennai: rejected vide NCLAT order dt. 01.06.2026
[14] Collector of Customs v. Krishna Sales (P) Ltd., 1994 Supp (3) SCC 73, Para 6.

order of stay or injunction, the mere pendency of an interim application, even if reserved for orders, cannot be treated as an operative injunction**.**

57. We are also mindful of the principles of comity and judicial discipline; however, those principles require this Tribunal not to pass any order inconsistent with an operative order of the Hon'ble NCLAT. They do not require this Tribunal to treat a pending or reserved interim application as an injunction when no such injunction has been granted.

58. Accordingly, we hold that IA No. 781 of 2026 is maintainable and is not barred merely by pendency or reservation of orders in CA Nos. 538, 540 and 541 of 2025 and IA Nos. 580 and 581 of 2026 before the Hon'ble NCLAT. IA No. 866 of 2026, to the extent it seeks dismissal or stay/abeyance of IA No. 781 on the ground of *res sub judice*, principles analogous to Section 10 CPC, or pendency of NCLAT proceedings, is also rejected.

MCM's right to access/dismantle Phase-III Assets

59. Having held that IA No. 781 of 2026 is maintainable, the next question is whether MCM, as the successful auction purchaser and holder of the Sale Certificate dated 26.03.2026, has a subsisting right to access, protect, dismantle and remove the Phase-III Assets, and whether RVAL can withhold such access on account of its claims for rent, preservation charges, storage charges, pay-and-use charges or other costs.

60. The Phase-III Assets were auctioned separately to MCM before the Corporate Debtor was sold as a going concern to RVAL. The controversy arose because, though the Phase-III Assets stood separately sold, they continued to remain on the land/premises now under the control of RVAL/LKPL. The Process Document governing the Phase-III Assets contemplated that, upon issuance of the Sale Certificate, the successful bidder would immediately begin takeover, take possession and remove the assets within the stipulated period or such extended time as may be

communicated by the Liquidator, while remaining liable for any damage caused during takeover, transfer or dismantling.

61. RVAL has relied upon the Addendum[15] dated 10.11.2023 to assert its claims towards rent / reimbursement / preservation costs, and to resist what it describes as an unconditional obligation to grant access. We are, however, unable to read the Addendum in the manner suggested by RVAL. In IA No. 64 of 2024, this Tribunal had already expressed serious reservations regarding the manner in which the said Addendum came to be issued nearly five months after the sale of the Corporate Debtor as a going concern in favour of RVAL had been concluded.

62. It was noticed that, by the said Addendum, the erstwhile Liquidator sought to alter the conditions of sale affecting MCM, without authority and without the consent of MCM. This Tribunal had specifically observed as under:

> "From the emails exchanged between the parties with the Liquidator, it can be inferred that the motive to impose such conditions was only to give advantages to the Applicant [RVAL] at the cost of the Respondent [MCM]."

Even otherwise, the Addendum does not confer any right upon RVAL to obstruct access or to make access conditional upon prior payment of its disputed claims. While the Addendum refers to RVAL's "without prejudice" rights in respect of claims for rent / reimbursement / preservation costs, it also expressly contemplates that RVAL shall provide support and cooperation to the Liquidator and/or the buyers of the specified assets for smooth takeover, removal and dismantling, including unrestricted access upon prior intimation. Thus, at best, the Addendum preserves RVAL's monetary claims; it does not convert those claims into a condition precedent for MCM's access to, or dismantling/removal of, the Phase-III Assets.

[15] Addendum dated 10.11.2023 to the Sale certificate issued to RVAL in respect of Going Concern Sale of the CD on 30.06.2023: @ Page 22 & 23 of the Application

63. This is also consistent with the earlier order in IA No. 64 of 2024, where we had held that the rent issue was to be resolved by negotiations, with the Liquidator acting as an umpire, and noted that denial of access on the condition of payment of arrears of rent had complicated, rather than resolved, the issues of dismantling and fixation of rent.

64. The factual position has now moved further. The Sale Certificate dated 26.03.2026 has been issued in favour of MCM in respect of the Phase-III Assets, and possession is stated to have been handed over on 27.03.2026. However, effective physical access for inspection, dismantling and removal is stated to have been obstructed. So long as the Sale Certificate remains operative, MCM cannot be treated as a mere prospective purchaser or a stranger to the Phase-III Assets. Its request for access, inspection, takeover, dismantling and removal must be considered on the footing that it is the holder of a subsisting Sale Certificate.

65. RVAL's monetary claims have been preserved through our order in IA 288 of 2025, and they cannot be used to completely block implementation of the Sale Certificate. Preservation of such claims is different from recognising a right to deny access altogether. If RVAL's contention is accepted in absolute terms, MCM's removal of the assets would remain indefinitely hostage to unresolved monetary disputes, despite there being no injunction restraining such removal.

66. In ***Valji Khimji and Co. v. Official Liquidator of Hindustan Nitro Product (Gujarat) Ltd.***[16]**,** the Hon'ble Supreme Court explained the legal effect of confirmation of an auction sale and held that where the auction is subject to subsequent confirmation by an authority under a statute or the terms of the auction, no rights accrue until the sale is so confirmed. Once the sale is confirmed by the authority, certain rights accrue in favour of the auction purchaser and such rights cannot be extinguished except in

[16] Valji Khimji and Co. v. Official Liquidator of Hindustan Nitro Product (Gujarat) Ltd., (2008) 9 SCC 299, Para 11 and 30.

exceptional cases such as fraud. It was also observed that entertaining objections after confirmation of the sale should not ordinarily be allowed, except on very limited grounds like fraud, otherwise no auction sale will ever be complete.

67. The legal effect of a concluded auction sale has been explained by the Hon'ble Supreme Court in ***B. Arvind Kumar v. Govt. of India***[17], wherein it was observed as follows:

> *"12. …When a property is sold by public auction in pursuance of an order of the court and the bid is accepted and the sale is confirmed by the court in favour of the purchaser, the sale becomes absolute and the title vests in the purchaser. A sale certificate is issued to the purchaser only when the sale becomes absolute. The sale certificate is merely the evidence of such title. It is well settled that when an auction purchaser derives title on confirmation of sale in his favour, and a sale certificate is issued evidencing such sale and title, no further deed of transfer from the court is contemplated or required."*

The principle emerging from the said decision is that once the statutory process of sale stands completed and the Sale Certificate is issued evidencing such completed sale, the auction purchaser cannot be regarded as a mere prospective purchaser, but is entitled to enforce the rights flowing from the concluded sale.

68. Accordingly, we hold that MCM, as the successful auction purchaser and holder of the Sale Certificate dated 26.03.2026, has a subsisting right to have an unrestricted access the Phase-III Assets for inspection, protection, dismantling and removal. RVAL cannot obstruct or condition such access upon prior payment or settlement of disputed claims towards rent, storage charges, preservation charges, pay-and-use charges or utilisation charges. All monetary claims and defences of both sides are kept open and shall be governed by the earlier orders of this Tribunal and by such orders as may

[17] B. Arvind Kumar v. Govt. of India, (2007) 5 SCC 745

be passed by the Hon'ble NCLAT.

Sale Certificate dated 26.03.2026

69. RVAL has contended that the Sale Certificate dated 26.03.2026 is not "as per law" because it grants MCM six months for dismantling/removal, allegedly contrary to the Bid Process Document. We are unable to accept this objection.

70. The Bid Process Document[18] required the successful bidder, upon issuance of the Sale Certificate, to commence takeover and remove the assets within the stipulated period. However, Clause XI(ii) itself permitted removal within 30 days from the date of issuance of the Sale Certificate "or such extended time as may be communicated by the Liquidator."

> XI
>
> …
>
> (i) Once the Certificate(s) of Sale is issued to the Successful Bidder(s), the Successful Bidder(s) is required to immediately begin the process of takeover of the relevant Parcel(s) under their Successful Bid(s), without the Liquidator having to issue any communication or notice to that effect.
>
> (ii) In relation to the assets/ equipment/ materials required to be taken over under the Successful Bid(s), which are in the premises of the Company, the Successful Bidder(s) is required to complete the entire process of taking possession of the same, and removing the same from the premises of the Company, within 30 days from the date of issuance of the Certificate(s) of Sale to such Successful Bidder(s) or **such extended time as may be communicated by the Liquidator**. The Successful Bidder(s) will be held liable for any damage caused to the other assets which do not form a part of the relevant Parcel(s) under the Successful Bid(s) or any cost incurred by the Liquidator due to any damage caused by the Successful Bidder(s) to any other assets while taking possession or transferring or dismantling etc., of the relevant assets under the Successful Bid (s). (emphasis supplied)

Therefore, for the limited purpose of considering access and dismantling in IA No. 781, the grant of six months' time cannot, by itself, be treated as

[18] Page 35 to 109 of IA-781: at Page 66

rendering the Sale Certificate inoperative.

71. RVAL has also contended that in IA No. 422 of 2026, the Liquidator had sought certain directions relating to sale/removal of the Phase-III Assets, but by order dated 09.03.2026 this Tribunal only directed the Liquidator to issue the Sale Certificate "as per law", and did not grant any independent direction for dismantling or removal. We do not read the order dated 09.03.2026 as an adjudication either granting or refusing access/ dismantling rights in favour of MCM. The said order merely enabled issuance of the Sale Certificate in accordance with law. The present IA No. 781 of 2026 arises thereafter, on the basis of the Sale Certificate dated 26.03.2026 and the alleged denial of access after its issuance. Therefore, non-grant of a specific dismantling direction in IA No. 422 of 2026 does not bar consideration of the present access and dismantling related reliefs in IA No. 781 of 2026.

72. RVAL has also relied upon Regulation 33 read with Schedule I of the IBBI (Liquidation Process) Regulations, 2016 and the decision of the Hon'ble NCLAT in ***Torrecid***[19] case, to contend that the liquidation process must be conducted strictly in terms of the Liquidation Regulations and the Process Document, and that there can be no deviation therefrom.

73. There can be no quarrel with the said proposition. However, in the present case, Clause XI(ii) of the Process Document itself contemplates removal within 30 days from the date of issuance of the Sale Certificate "or such extended time as may be communicated by the Liquidator." Therefore, grant/communication of extended time for dismantling and removal cannot, at this stage and for the limited purpose of deciding access under IA-781, be treated as a deviation from the Process Document so as to render the Sale Certificate unenforceable or the present IA not maintainable.

74. RVAL has also raised objections relating to GST, PAN and the alleged use

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[19] Torrecid India Pvt. Ltd. v. Arrhum Tradelink Pvt. Ltd., (2023) ibclaw.in 183 NCLAT

of the Corporate Debtor's statutory registrations in connection with dismantling/export of the Phase-III Assets. These objections do not directly bear upon the limited controversy presently under consideration, namely whether MCM can be denied physical access to the Phase-III Assets despite an unstayed Sale Certificate. Issues relating to GST, PAN, tax documentation, export documentation or use of statutory registrations, if any, shall be addressed by the concerned parties before the competent forum/authority and in accordance with law. Such objections cannot, by themselves, be used by RVAL as a ground to deny physical access to the Phase-III Assets.

75. Accordingly, for the purpose of considering IA-781, we are not persuaded to hold that the Sale Certificate dated 26.03.2026 is rendered inoperative merely because it grants six months' time for dismantling/removal. RVAL's objections to the Sale Certificate cannot, in the present proceedings, be used as a ground to obstruct access to the Phase-III Assets. Further, under the Liquidation Regulations, once the sale is completed and the Sale Certificate is issued, delivery is to be effected in terms of the sale. Where the extended time is contemplated by the Bid Process Document itself, it cannot be said that the Sale Certificate is contrary to law.

Non-joinder of LKPL as a Party

76. RVAL has objected that IA No. 781 of 2026 must fail for non-joinder of LKPL, the Corporate Debtor. We are not inclined to accept this objection.

77. The Sale Certificate[20] dated 30.06.2023 issued in favour of RVAL itself records that the Corporate Debtor was acquired by RVAL as a going concern, and that the sale of the Company did not include the specified/excluded assets. It further records that the Successful Bidder, i.e. RVAL, shall have no right, interest or claim over such Specified Assets. The Phase-III Assets are expressly shown in Annexure-I as excluded from the

[20] Page 18-25 of the Application IA-781

going-concern sale, with MCM Pacific Pte. Ltd. identified as the buyer in respect thereof. The sale certificate clearly recorded:

> (e) That the sale of the Company as a going concern to the Successful ~~liquidator~~ [bidder] does not include certain specified assets as detailed in **Annexure I** ("**Specified Assets**") comprising of (i) any assets sold in the previous e-auction of the Company for which a buyer has been identified (ii) any assets which are currently in the process of being sold and (ii) any asset which is excluded from the going concern sale of the Corporate Debtor as laid down in the Process Document ("**Excluded Assets**"). The Successful Bidder shall have no right interest or claim over these Specified Assets.

78. The same Sale Certificate also casts an obligation upon RVAL to provide support and cooperation to the Liquidator and/or buyers of the Specified Assets for smooth takeover/removal, including unrestricted access to the site upon prior intimation.

> (f) That the Successful Bidder will provide support and cooperation to the liquidator, his representative, and/or the buyer(s) of the Specified Assets for smooth takeover/removal of the Specified Assets including unrestricted access to the site including for the purpose of due diligence, as the case maybe, where such Specified Assets are located upon prior intimation to the Successful Bidder. The Successful Bidder shall allow the liquidator and/or buyer of the Specified Assets to appoint security guards for protecting and preserving the Specified Assets which are located within the premises of the Corporate Debtor as per the terms agreed between the concerned parties.

79. Annexure-I to the Sale Certificate specifically identifies the Phase-III Assets as Specified Assets excluded from the going-concern sale. The footnote to Annexure-I further record that, pursuant to the e-auction conducted on 16.06.2022, the Liquidator had identified MCM Pacific Pte. Ltd. as the buyer for certain assets of Phase-III of the Company. It further states that the sale of the Phase-III Assets to MCM was in process and subject to fulfilment of the terms and conditions of sale and issuance of the Sale Certificate by the Liquidator. The relevant footnote reads as under:

> Pursuant to the e-auction conducted on 16.06.2022, the liquidator has identified MCM pacific Pte. Ltd. as the identified buyer for certain assets of Phase III of the Company. The concerned sale of the Phase III assets to MCM Pacific Pte. Ltd. is in the process and subject to fulfilment of all the terms and conditions of the sale by the buyer and issuance of the sale certificate by the liquidator.

80. Thus, the Sale Certificate issued in favour of RVAL not only excluded the Phase-III Assets from the going-concern sale, but also recognised MCM as the identified buyer thereof and imposed an obligation upon RVAL to facilitate smooth takeover/removal of such assets. LKPL is, no doubt, the Corporate Debtor whose premises are involved. However, no independent relief is sought against LKPL distinct from the relief sought against RVAL, which acquired LKPL as a going concern and is presently in control of the premises where the Phase-III Assets are situated. The alleged obstruction is by RVAL, and RVAL has fully contested the matter and raised all objections concerning access, plant operations, rent, preservation charges and pending proceedings. No independent or adverse stand of LKPL, distinct from RVAL, has been shown.

81. We may also notice the manner in which RVAL has itself pleaded its position in the present proceedings, i.e. in IA-781 and IA-866. Although the objection now urged is that LKPL is a separate juristic entity and has not been impleaded, RVAL has, in these very proceedings, repeatedly treated the applications / orders and appeals arising out of the earlier orders concerning the Phase-III Assets as proceedings concerning its own rights and claims. In fact, even where the earlier applications/orders were in the name of LKPL, RVAL has described the connected appeals as having been filed by Respondent No.1 and as concerning the rights of Respondent No.1, i.e. RVAL. In its reply in IA-781, RVAL, as Respondent No.1, has stated as under:

> "It is submitted that three connected appeals, being Company Appeal (AT) (Insolvency) Nos. 538, 540 and 541 of 2025, filed by Respondent No. 1 and arising from the order dated 09.09.2025 of this Hon'ble

> Tribunal, are pending adjudication before the Hon'ble National Company Law Appellate Tribunal ('NCLAT'), Chennai. These appeals directly concern the rights of Respondent No. 1 in relation to rent, pay and use charges, and preservation charges in respect of Phase-III Assets."

82. As Respondent No.1 in IA-781, RVAL has further pleaded, that during the pendency of the said appeals,

> "Respondent No. 1 filed I.A. No. 580 of 2026 and I.A. No. 581 of 2026 before the Hon'ble NCLAT on 28.03.2026, seeking an injunction restraining the Applicant from dismantling Phase-III Assets, or in the alternative, deposit of the dues before the Hon'ble NCLAT."

It has also pleaded that

> "Respondent No. 1, on the other hand, was pressing for the interim relief as prayed for in I.A. Nos. 580 and 581 of 2026."

Thus, within the pleadings filed in the present proceedings itself, RVAL, as Respondent No. 1, has projected the pending appeals and interim applications as proceedings pursued by it in relation to the very same Phase-III Assets and as concerning its own rights and claims.

83. The same position emerges from IA-866 filed by RVAL itself. Therein, RVAL as the 'Applicant' has pleaded that, "in July 2024, the Applicant moved I.A. No. 1610 of 2024" seeking preservation and maintenance costs; in February 2025, "the Applicant moved I.A. No. 288 of 2025" seeking pay-and-use charges/rent/storage; and that, being aggrieved by the common order dated 09.09.2025, "the Applicant preferred three separate appeals before the Hon'ble NCLAT, Chennai", namely CA Nos. 538, 540 and 541 of 2025.

84. Thus, irrespective of the fact that those proceedings may have been instituted in the name of LKPL, RVAL has, in the present proceedings, projected them as proceedings filed and pursued by it in respect of its own claims relating to the Phase-III Assets. RVAL cannot be permitted to approbate and reprobate. Having relied upon those proceedings as its own proceedings for resisting IA-781, RVAL cannot, in the same breath, contend that IA-781 is not maintainable for non-impleadment of LKPL.

85. We are conscious that LKPL is a separate juristic entity and nothing stated herein should be understood as obliterating that separate legal status. However, for the limited purpose of the present IA, the objection of non-joinder must be tested against the pleadings and conduct of RVAL in IA-781 and IA-866 itself. RVAL has fully contested the present matter, has raised all objections concerning access, plant operations, rent, preservation charges and pending appellate proceedings, and has itself treated the dispute relating to the Phase-III Assets as one concerning its own rights and obligations. Further, so far as the Phase-III Assets sold in liquidation are concerned, the Liquidator is also before us as Respondent No.2. In these circumstances, the absence of LKPL as a separately arrayed respondent does not prevent effective adjudication of IA-781.

86. The above conclusion also accords with the settled legal principles governing objections as to non-joinder of parties. Though this Adjudicating Authority is not strictly bound by the procedure laid down in the Code of Civil Procedure, 1908, the principles underlying Order I Rule 9 CPC furnish valuable guidance while considering such an objection. Order I Rule 9 expressly provides that

> *"No suit shall be defeated by reason of the misjoinder or non-joinder of parties, and the Court may in every suit deal with the matter in controversy so far as regards the rights and interests of the parties actually before it: Provided that nothing in this rule shall apply to non-joinder of a necessary party"*.

87. The distinction between a necessary party and a proper party has been authoritatively explained by the Hon'ble Supreme Court in ***Mumbai International Airport (P) Ltd. v. Regency Convention Centre & Hotels (P) Ltd.***[21], wherein it was held:

[21] Mumbai International Airport (P) Ltd. v. Regency Convention Centre & Hotels (P) Ltd., (2010) 7 SCC 417

> *"15. A 'necessary party' is a person who ought to have been joined as a party and in whose absence no effective decree could be passed at all by the Court. If a 'necessary party' is not impleaded, the suit itself is liable to be dismissed. A 'proper party' is a party who, though not a necessary party, is a person whose presence would enable the court to completely, effectively and adequately adjudicate upon all matters in dispute in the suit, though he need not be a person in favour of or against whom the decree is to be made".*

88. The Hon'ble Supreme Court in ***Kasturi v. Iyyamperumal***[22], further held that two tests are to be satisfied for determining whether a person is a necessary party, namely: (i) there must be a right to some relief against such party in respect of the controversies involved in the proceedings (ii) no effective decree can be passed in the absence of such party.

89. A conjoint reading of Order I Rule 9 of the Code of Civil Procedure, 1908 and the aforesaid decisions of the Hon'ble Supreme Court makes it clear that the consequence of non-joinder depends upon the nature of the party omitted. As held in ***Venkataramana v. N. Munuswamy Naidu***[23] "*non-joinder of proper party is not fatal while non-joinder of necessary party is fatal to the case*". The absence of a proper party, therefore, does not defeat the proceeding if an effective adjudication can nevertheless be made between the parties already before the Tribunal.

90. Applying the above principle to the present case, we are satisfied that LKPL is not a necessary party for the purposes of adjudication of IA-781. The presence of RVAL and the Liquidator is sufficient for effective adjudication and for issuance of appropriate access-related directions. LKPL may, at best, be a proper party for coordination or implementation; however, its

[22] Kasturi v. Iyyamperumal, (2005) 6 SCC 733, Para 7.
[23] Venkataramana v. N. Munuswamy Naidu, 2010 SCC OnLine Mad 3194 (Madras HC): Para 21

non-joinder does not render IA-781 bad in law. Thus, the absence of LKPL as a separately impleaded party does not come in the way of the maintainability of IA-781.

91. This finding is confined to the maintainability of IA-781 and shall not be treated as an adjudication on the separate juristic status of LKPL or on any inter se relationship, rights or obligations between RVAL and LKPL in any other proceeding. Accordingly, the objection that IA-781 must fail for non-joinder of LKPL is rejected.

Order & Directions

92. In view of the foregoing discussion and considering the entire conspectus of the facts and circumstances, we direct as follows:

(A) RVAL shall, by itself or through LKPL, provide unrestricted access to MCM to the Phase-III Assets for survey and inspection within 3 working days from the date of this order, to enable MCM to prepare its plan for dismantling and removal of these assets.

(B) MCM shall submit its plan for dismantling and removal of Phase-III assets to the Liquidator and RVAL within 10 days from the date on which inspection access is first made available under Direction A.

(C) Upon MCM submitting such plan under (B), RVAL shall, by itself or through LKPL, provide unrestricted access to MCM for dismantling and removal of the Phase-III Assets in accordance with the said plan,

(D) Dismantling and removal of Phase-III assets shall be completed by MCM within six months from the date of the first access for dismantling/removal as per the plan submitted under Direction (B).

> Considering that access for dismantling/removal has not yet been made available, the period of six months for completion of dismantling and removal shall run from the date of first access for dismantling/removal as per the plan submitted under Direction (B).

(E) The Liquidator shall ensure compliance with the orders passed by this Tribunal and the governing sale documents in respect of dismantling & removal of Phase-III assets.

93. Consequently,

- IA No. 781 of 2026 is allowed and disposed of in the above terms, and
- IA No. 866 of 2026 is dismissed.

Sd/- **Sd/-**

(SANJAY PURI)
MEMBER (TECHNICAL)

(RAJEEV BHARDWAJ)
MEMBER (JUDICIAL)

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