NATIONAL COMPANY LAW TRIBUNAL
CHANDIGARH BENCH, COURT-I, CHANDIGARH

I.A. No.687 of 2026
In
CP(IB) No. 98/Chd/Hry/2022
(Admitted)

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

IN THE MATTER OF I.A. No.687 of 2026:

M/S SRV INVESTMENTS

87, Sector 7,Panchkula, Haryana - 134 109
Through its Proprietor Mr. Vinod Bagai
Email : info.srvinv@qmail.com
Phone No.: 098889 14301, 098888 88029

...Applicant

Versus

Sh. Rahul Jindal,

Interim Resolution Professional of M/s Samar Estates Pvt. Ltd.
Regn. : IBBI/IPA-001/IP-P-02649/2021-2022/14048
Surya Kiran Building, 19 KG Marg, Connaught Place,
New Delh¡ - 110 001
Email : cirp.samarestates@gmail.com

...Respondent

AND IN THE MAIN MATTER OF CP (IB) No. 98/Chd/Hry/2022 (Admitted):

Punjab and Sind Bank

...Financial Creditor

Versus

Samar Estates Private Limited

...Corporate Debtor

Present:

For the Applicant	:	Mr. Manish Jain, Senior Advocate Mr. Manan Jain, Advocate
For the Resolution Professional	:	Mr. Aalok Jagga, Advocate Mr. Sahil, Lohan, Advocate Mr. Aryaman Jagga, Advocate Mr. Madhav Singhal, Advocate Mr. Rahul Jindal, RP

Order delivered on: 13.08.2026

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

ORDER

The present Interlocutory Application bearing I.A. No.687 of 2026 has been filed by M/s SRV Investments (hereinafter referred to as "the Applicant") through its proprietor Mr. Vinod Bagai, under Section 60(5) of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as "the Code") read with Rule 11 of the National Company Law Tribunal Rules, 2016, against Mr. Rahul Jindal, the Resolution Professional of M/s Samar Estates Pvt. Ltd. (hereinafter referred to as "the Corporate Debtor") for interalia seeking the following reliefs:

"(i) Allow the present application;

(ii) Not to reserve IA 19 of 2024 (for approval of resolution plan) for orders until the issues as raised in the present Application regarding clauses of the Resolution Plan are decided by this Hon'ble Tribunal;

(iii) Not to reserve IA 19 of 2024 for orders until the issues as raised in the Appeal # 830/2026 are decided by the Hon'ble NCLAT;

(iv) In the alternate, reject the Resolution Plan of SRA approved by CoC in its 14th Meeting dated 28.10.2024; and/or

(v) Send the approved Resolution Plan back to the CoC for reconsideration in view of the facts and circumstances enumerated hereinabove."

FACTS OF THE CASE

1. The brief facts of the case, as stated by the Applicant in his Application, are summarised as follows.
   (i) The Applicant claims to be a financial creditor and allottee of the Corporate Debtor by virtue of a Memorandum of Understanding dated 05.04.2003, a subsequent MoU dated 05.04.2004, an Allotment Letter dated 01.06.2006, and an Apartment Buyer Agreement dated 05.04.2010, whereunder a total saleable built-up area of 8,05,000 sq. ft. comprising 4,60,000 sq. ft. as land share and 3,45,000 sq. ft. towards development, construction and marketing rights of Pocket-B was purportedly allotted to it in the project 'Ess Vee Apartments', Sector-20, Panchkula.
   (ii) The Applicant submitted its claim in Form-CA before the Resolution Professional on 26.01.2024, which was re-submitted with additional documents on 21.02.2024 after certain discrepancies were raised. The claim was rejected by the Resolution Professional vide communication dated 09.05.2024.
   (iii) Aggrieved by the rejection communication dated 09.05.2024, the Applicant preferred an IA No. 1172 of 2024 before this Tribunal challenging the said rejection, which was dismissed vide order dated 22.04.2026 on the grounds that the documents

relied upon failed to establish the Applicant either as a financial creditor or as an allottee, the Applicant being a non-signatory to the MoU dated 05.04.2003, and the Applicant lacked locus standi to maintain the claim.

(iv) The Applicant challenged the said dismissal order before the Hon'ble NCLAT by way of Company Appeal (AT)(INS) No. 830 of 2026. The Hon'ble NCLAT, vide interim order dated 06.05.2026, while issuing notice, clarified that the pendency of the appeal shall not preclude the Adjudicating Authority from proceeding with the application for plan approval, and any proceeding shall abide by the result of the appeal.

(v) During the pendency of IA No. 1172 of 2024, the Committee of Creditors, in its 14th Meeting dated 28.10.2024, approved the Resolution Plan dated 03.10.2024 along with its addendum dated 21.10.2024 submitted by the Successful Resolution Applicant, namely Ghanshyam Garg and M/s Tricon Buildwell Pvt. Ltd. Consequently, the Resolution Professional filed IA No. 19 of 2024 before this Tribunal for approval of the said Resolution Plan, which remains pending consideration.

(vi) The Applicant contends that the Resolution Plan, in its Clauses 9.3 and 9.4, specifically refers to the MoU dated 05.04.2003 as having been rejected by the Resolution Professional and, on that basis, proposes to exclude the Applicant entirely from any receivables or allotments under the plan, effectively providing 'NIL' to the Applicant.

(vii) It is further contended that this constitutes discriminatory treatment, inasmuch as the claims of approximately 150 similarly situated homebuyers who executed identical Apartment Buyer Agreements, agreements also not specifying flat numbers were duly admitted by the Resolution Professional, whereas the Applicant's claim was rejected on substantially the same grounds.

(viii) The Applicant submits that if the pending appeal before the Hon'ble NCLAT is allowed and its claim is accepted, the Resolution Plan in its current form would become impossible to implement, and that IA No. 19 of 2024 ought therefore to be deferred. The Applicant has additionally challenged the valuation of the Corporate Debtor's assets as grossly understated, contending that the true fair market value of the assets, including the Applicant's purported share, is in the vicinity of Rs. 1,800 crores, as against the fair value of Rs. 347.16 crores and liquidation value of Rs. 294.99 crores assessed by the Resolution Professional.

REPLY OF THE RESPONDENT

2. The Respondent, the Resolution Professional, has filed a detailed reply opposing the application. The submissions of the Respondent are summarised as follows.

(i) At the threshold, it is submitted that the Applicant is the proprietorship concern of Mr. Vinod Bagai, who is admittedly the Suspended Director of the Corporate Debtor. Accordingly, the Applicant is a "related party" of the Corporate Debtor within the meaning of Section 5(24) of the Code.

(ii) By operation of the first proviso to Section 21(2) of the Code, the Applicant, as a related party, has no right of representation, participation or voting in the meeting of the Committee of Creditors. The present application, filed by such a related party seeking rejection of a Resolution Plan duly approved by the CoC in the exercise of its commercial wisdom, is submitted to be wholly misconceived and deserving of summary dismissal.

(iii) It is further submitted that the order dated 22.04.2026 passed by this Tribunal in IA No. 1172 of 2024 constitutes a binding judicial determination inter partes, and that the present application amounts to an impermissible collateral challenge to the findings recorded therein, being barred by the principle of res judicata.

(iv) On the interpretation of the Hon'ble NCLAT order dated 06.05.2026, it is submitted that the said order expressly empowers this Tribunal to proceed with IA No. 19 of 2024 and does not in any manner operate as a stay or injunction against the approval of the Resolution Plan. Significantly, the Applicant had itself sought deferral of IA No. 19 of 2024 as Prayer (c) in its appeal before the Hon'ble NCLAT, which prayer was specifically not granted. The present prayers seeking deferral are therefore directly contrary to the NCLAT order and constitute an attempt to secure indirectly what has been denied by the Appellate Tribunal.

(v) On the question of differential treatment, it is submitted that the Applicant is not similarly situated to the admitted homebuyers, being a related party in a legally distinct position. The Code does not mandate parity of treatment between related parties and unrelated creditors, and the CoC's decision to provide 'NIL' to the Applicant is a valid exercise of its commercial wisdom.

(vi) On the challenge to valuation, it is submitted that Regulation 35(2) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 mandates sharing of valuation reports exclusively with members of the CoC upon receipt of a confidentiality undertaking. The Applicant, being a related party excluded from the CoC, has no statutory right to access or challenge the valuation reports, and its counter-valuation of Rs. 1,800 crores is wholly speculative and premised on its own rejected claim being accepted. Reliance is placed on the judgments in ***M.K. Rajagopalan v. Dr. Periasamy Palani Gounder, (2024) 1 SCC 42; West Coast Paper Mills Ltd. v. Bijay Murmuria, CA(AT)(INS) No. 1272 of 2019; Mehul Parekh v. Unimark Remedies, CA(AT)(INS) No. 839 of 2023; Manav Investments and Trading Co. Ltd. v. Pratim Bayal, CA(AT)(INS) No. 1501 of 2023; Phoenix ARC (P) Ltd. v. Spade Financial Services Ltd., (2021) 3 SCC 475***; and ***Arabinda***

Kumar Rath v. Siba Kumar Mohapatra, (2025) ibclaw.in 344 NCLAT.

ANALYSIS AND FINDINGS

3. We have heard at length the learned counsels for both sides and have carefully perused the material placed on record.

4. Upon hearing the Ld. counsels for both the parties and perusing the pleadings available on record, the present Application raises the following issues for our consideration:

   (i) ***Whether the Applicant, being a related party of the Corporate Debtor, has any locus standi to file the present Application and to seek rejection or remand of the CoC-approved Resolution Plan***;

   (ii) ***Whether the prayers seeking deferral of IA No. 19 of 2024 are maintainable in view of the Order dated 06.05.2026 passed by the Hon'ble NCLAT***; and

   (iii) ***Whether the Applicant has made out any case of material irregularity or statutory violation under Section 30(2) of the Code that would warrant interference with the Resolution Plan***.

5. At the outset, it is necessary to advert to the admitted fact that pervades and governs the entire scope of this Application. The Applicant, M/s SRV Investments, is a proprietorship concern of Mr Vinod Bagai. Mr Vinod Bagai is the Suspended Director of the Corporate Debtor. This admitted position has direct and significant

legal consequences. A proprietorship concern of a suspended director of the Corporate Debtor falls squarely within the definition of a "related party" under Section 5(24) of the Code.

6. By virtue of the first proviso to Section 21(2) of the Code, a related party of the Corporate Debtor has no right of representation, participation or voting in the Committee of Creditors. The proviso to Section 21(2) reads as follows:

> ***S. 21(2): The committee of creditors shall comprise all financial creditors of the corporate debtor:***
>
> ***Provided that a financial creditor or the authorised representative of the financial creditor referred to in sub-section (6) or sub-section (6A) or sub-section (5) of section 24, if it is a related party of the corporate debtor, shall not have any right of representation, participation or voting in a meeting of the committee of creditors:***
>
> ***Provided further that the first proviso shall not apply to a financial creditor, regulated by a financial sector regulator, if it is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares or completion of such transactions as may be prescribed, prior to the insolvency commencement date.***

This legislative exclusion is not merely procedural in character; it reflects a considered statutory policy that persons who are connected to the Corporate Debtor should not be permitted to influence or disrupt the resolution process.

7. The first issue that falls for consideration is whether the present application is maintainable on the ground that the Applicant herein is a related party of the CD. This Tribunal, vide its Order dated 22.04.2026 passed in IA No. 1172 of 2024, held that the Applicant

failed to establish itself either as a financial creditor or as an allottee of the Corporate Debtor. It was specifically recorded that the Applicant is a non-signatory to the MoU dated 05.04.2003 which forms the bedrock of its claim, and that it lacks locus standi to maintain the claim. That order constitutes a binding judicial determination of this Tribunal and the findings recorded therein cannot be re-opened in the present proceedings.

8. The grounds urged in the present Application, in substantial measure, amount to a reiteration of the very contentions that were raised and rejected in IA No. 1172 of 2024. The present application, to that extent, is a challenge to a binding order and is barred by the principle of res judicata. The pendency of **Company Appeal (AT)(INS) No. 830 of 2026** before the Hon'ble NCLAT preserves the Applicant's rights before that forum, it does not revive rights that have already been adjudicated against the Applicant by this Tribunal.

9. On the second ISSUE, the prayers seeking deferral of IA No. 19 of 2024, being Prayers (ii) and (iii) in the application, are directly contrary to the order of the Hon’ble NCLAT and are not maintainable. The Hon'ble NCLAT, vide its order dated 06.05.2026 in Company Appeal (AT)(INS) No. 830 of 2026, specifically recorded: *"**We make it clear that pendency of the appeal shall not preclude the adjudicating authority to proceed with the application for plan approval. Any proceeding shall abide by the result of the appeal.**"*

10. This direction is unambiguous. This Tribunal is expressly empowered to proceed with IA No. 19 of 2024, and any order passed pursuant thereto shall, by operation of the Hon'ble NCLAT direction, abide by the outcome of the appeal. The Applicant's attempt, to read into this Order an implied prohibition on the approval of the Resolution Plan is contrary to its plain language and misrepresents its purport before this Tribunal. More significantly, it is a matter of record that the Applicant had specifically sought, as Prayer (c) in the appeal before the Hon'ble NCLAT, a direction to defer the hearing of IA No. 19 of 2024. That prayer was not granted by the Hon'ble NCLAT. A party cannot be permitted to secure through the Adjudicating Authority that which has been denied by the Appellate Tribunal. Prayers (ii) and (iii) are accordingly dismissed.

11. On the third question, the Applicant's case rests on two surviving contentions, that the 'NIL' allocation under the Resolution Plan is discriminatory vis-à-vis other admitted homebuyers, and that the valuation of the Corporate Debtor's assets has been grossly understated.

12. On the question of differential treatment, the Applicant's argument rests on the premise that it is similarly situated to the 277 admitted homebuyers. This premise is fundamentally flawed in two respects. First, the Applicant is not an admitted creditor, its claim stands rejected by a binding order of this Tribunal dated 22.04.2026 in IA 1172/2026. Second, the Applicant, as a related party, occupies a legally distinct position from independent, unrelated homebuyers, and

the Code does not mandate parity between them. The law governing this question has been categorically settled with finality by the Hon'ble Supreme Court in ***M.K. Rajagopalan v. Dr. Periasamy Palani Gounder, (2024) 1 SCC 42***. After examining the statutory scheme under the Code governing the treatment of related parties, the Hon'ble Supreme Court held as under:

> *"201. After taking note of the fact that related party is prohibited to be a part of CoC and is further prohibited to be a resolution applicant or an authorized representative etc., the Appellate Tribunal has rightly observed that involvement of a related party in CIRP in any capacity was seen as giving unfair benefit to the corporate debtor; and that the statutory recognition of related party as a different class would apply even to resolution plan when CoC would decide whether in its commercial wisdom it should pay to related party at all because that would mean paying to the same persons who are behind the corporate debtor..."*
>
> *"202. It has rightly been argued on behalf of the appellants and had rightly been observed by the Adjudicating Authority... that there was no provision in the Code which mandates that the related party should be paid in parity with the unrelated party. So long as the provisions of Code and CIRP Regulations are met, any proposition of differential payment to different class of creditors in the resolution plan is, ultimately, subject to the commercial wisdom of CoC and no fault can be attached to the resolution plan merely for not making the provisions for related party."*

13. This ratio has been consistently followed by the Hon'ble NCLAT. In ***West Coast Paper Mills Ltd. v. Bijay Murmuria, CA(AT)(INS) No. 1272 of 2019***, the Hon'ble NCLAT, following M.K. Rajagopalan, held:

> *"52. ...The Court has upheld the stand of Adjudicating Authority that there was no provision of the code, which mandates that the related party should be paid in parity with unrelated party. Any proposition of differential payment to different class of creditors in the resolution plan is ultimately, subject to the commercial wisdom*

of CoC and no fault can be attached to the resolution plan merely for not making provisions for a related party, so long as provision of the IBC and CIRP regulations are met."

"54. We have seen that the Judgment of M.K. Rajagopalan (supra) squarely applies to the facts of the present case. The CoC and Adjudicating Authority were well within their rights not to treat a related party unsecured creditor on par with secured financial creditors. We, therefore, find no infirmity in the order of Adjudicating Authority in this regard."

14. The legal position, therefore, is well settled. The IBC does not mandate parity between a related party and an unrelated creditor. The decision of the Committee of Creditors to provide 'NIL' to the Applicant under Clauses 9.3 and 9.4 of the Resolution Plan is a legitimate exercise of its commercial wisdom. No fault can be attached to the Resolution Plan on this ground, and this Tribunal has no basis to interfere.

15. On the challenge to valuation, the Applicant has no locus to raise such a challenge, for reasons that are both statutory and settled by judicial authority. Under Regulation 35(2) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the Resolution Professional is required to share the fair value, liquidation value and valuation reports only with members of the CoC, upon receipt of a confidentiality undertaking. The Applicant, being a related party excluded from the CoC under the first proviso to Section 21(2) of the Code, is not a member of the CoC and has no statutory entitlement to access or challenge the valuation reports. The Hon'ble NCLAT, in ***Arabinda Kumar Rath v. Siba Kumar Mohapatra,***

(2025) ibclaw.in 344 NCLAT, has recently and authoritatively reiterated this position:

> *"21. Coming to the non-sharing of the valuation reports, as per the CIRP regulations, the RP is not required to share the valuation with any entity except the members of the CoC that too after obtaining confidentiality undertaking. The Adjudicating Authority has rightly held at para 29 that there is no provision under IBC or the CIRP Regulations framed thereunder which necessitates the valuation report of the Corporate Debtor to be shared with the suspended management of the Corporate Debtor. The confidential nature of the fair value and liquidation value of the Corporate Debtor is highlighted in Regulation 35(2) of the CIRP Regulations and the RP is not obligated to share these reports with anyone but for the members of the CoC. The RP had not violated the statutory construct of the IBC in not acceding to the request of the Appellant to provide them with the valuation report. We therefore do not find any merit in the contention of the Appellant that by not getting access to the valuation reports, they were denied their due. On the contrary, we affirm the decision of the Adjudicating Authority that in the given circumstances, no irregularity stands proven to have been committed by the RP."*

16. The Applicant's reliance on the decision of the National Company Law Tribunal, Mumbai Bench in ***Shanti G.D. Ispat and Power Private Limited v. Dhiren Shantilal Shah and Ors. [(2026) ibclaw.in 223 NCLT]*** to demand a pre-emptive remand of the Resolution Plan is factually distinguishable, as in ***Shanti G.D. Ispat (supra)***, the Tribunal was dealing with an Application filed by a SRA seeking to withdraw or modify its approved resolution plan after discovering discrepancies in the measurements of the Corporate Debtor's premises. The Tribunal rightly dismissed that application, reinforcing the settled principles of ***Ebix Singapore*** regarding the absolute finality and binding nature of a CoC-approved plan. In the

present case, the Applicant is not the SRA but a third-party claimant whose underlying claim has already been legally rejected by a binding order of this Tribunal.

17. The counter-valuation of approximately Rs. 1,800 crores projected by the Applicant is based on a report dated 20.04.2026 commissioned at the instance of the suspended Director himself. The valuation reports relied upon by the Resolution Professional, on the other hand, have been prepared by registered valuers in accordance with Regulation 35 of the CIRP Regulations and were placed before and considered by the CoC prior to the approval of the Resolution Plan. The CoC, in its commercial wisdom, accepted these valuations and proceeded to approve the plan. In these circumstances, the valuation challenge raised by the Applicant, a related party with no admitted claim and no right of participation in the CoC does not constitute a ground for interference with the Resolution Plan.

18. It is also noted that the Applicant's rights before the Hon'ble NCLAT remain fully preserved, as the Order dated 06.05.2026 specifically directs that any proceedings before this Tribunal shall abide by the result of the appeal. The interests of 277 admitted homebuyers and other stakeholders who await implementation of the Resolution Plan equally weigh in favour of allowing the proceedings to continue without further delay.

19. This Order is subject to any order to be passed by the Hon'ble NCLAT in pending Company Appeal (AT) (Insolvency) No. 830 of 2026 filed by SRV Investments.

20. Accordingly, I.A. No. 687 of 2026 is hereby ***dismissed and disposed of***.

SD/- SD/-

(SHISHIR AGARWAL)
MEMBER (TECHNICAL)

(KHETRABASI BISWAL)
MEMBER (JUDICIAL)

Yuvraj