

IN THE NATIONAL COMPANY LAW TRIBUNAL
ALLAHABAD BENCH, PRAYAGRAJ



IA NO.258/2026 IN CP (IB) No.152/ALD/2024

(Application filed 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:

DEEPAK KUMAR GARG

Address: 7A, Atma Ram House, Tolstoy Marg,
Barakhamba Road, New Delhi, 110001
e-mail ID: deepakgarg07@rediffmail.com

..... Applicant

Versus

BHAVNA BANSAL

Resolution Professional

Address: A-19/B, DDA Flats, Munirka,
South West, New Delhi 110067
e-mail ID: bhavnabansalus@yahoo.com

..... Respondent No.1

COMMITTEE OF CREDITORS

M. S. A. Steel & Alloys Private Limited

Address: 7th KM. Mile Stone, Opp. Rana Girder,
Meerut Road, Muzaffarnagar, Uttar Pradesh, India, 251003
e-mail ID: cirp.msa@gmail.com

..... Respondent No.2

AND IN THE MATTER OF:

MR. SHABAJ ALI PROPRIETOR OF M/S GOLDEN STEEL

Khasra No.2 M, 45 Futa Road, Hindon Vihar
Village Bhonjha, Ghaziabad (U.P.)
e-mail ID: alibittu417@gmail.com

.....Operational Creditor

Versus

M.S.A. STEEL & ALLOYS PRIVATE LIMITED

R/o at: 7th KM Mile Stone, Opp. Rana Girder,
Meerut Road, Muzaffarnagar-251003, Uttar Pradesh
e-mail ID: msa_steel@rediffmail.com

.....Corporate Debtor



Order pronounced on: 19.08.2026

Coram:

Sh. Praveen Gupta : Member (Judicial)
Sh. Ashish Verma : Member (Technical)

Appearances:

Sh. Suraj Sharma, CS : For the Applicant/ erstwhile
IRP, Mr. Deepak Kumar Garg
present in person
Sh. Prashant Katara, Adv. : For the Committee of Creditors

ORDER

1. The present application has been filed on 12.04.2026 under Section 60(5) of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as "the Code") by Mr. Deepak Kumar Garg, the Erstwhile Interim Resolution Professional (hereinafter referred to as the "Applicant/Erstwhile IRP") of the Corporate Debtor, M.S.A. Steel & Alloys Private Limited against Ms. Bhavna Bansal, the Resolution Professional of the Corporate Debtor (hereinafter referred as "RP/Respondent No. 1") and the Committee of Creditors (hereinafter referred as "Respondent No. 2") inter alia, seeking the following reliefs:

“

- a. *Direct the Respondents to make the below payment:*
Rs. 6,13,333 to Mr. Deepak Kumar Garg, Erstwhile IRP
towards his fees; and
Rs. 1,53,333 to Suraj Sharma & Co. Company Secretaries,
Support Service Provider towards his fees;



- b. Pass such other order/ directions as this Hon'ble Adjudicating Authority may deem fit and proper in the facts and circumstances of the case.;*

”

2. As per the submissions of the Applicant, the brief facts leading to the filing of the present Application are set out as follows:

- a. This Tribunal, vide order dated 18.03.2025, admitted an application filed by Mr. Shabaj Ali Proprietor of M/S Golden Steel ("Operational Creditor"/ "Petitioner") under Section 9 of the Code and initiated the Corporate Insolvency Resolution Process ("CIRP") against the Corporate Debtor and appointed Mr. Ankit Agrawal as the Interim Resolution Professional ("IRP") of the Corporate Debtor.
- b. Thereafter, vide order dated 30.07.2025 passed in IA (I.B.C)/485/ALD/2025, this Tribunal appointed Mr. Deepak Kumar Garg as the IRP, the Applicant herein, in place of Mr. Ankit Agrawal.
- c. Upon assuming charge as the IRP, the Applicant undertook various statutory duties and responsibilities as mandated under the Code. The actions undertaken by the Applicant are set out hereinbelow:
 - Visited the registered office and factory premises of the Corporate Debtor situated at Muzaffarnagar for taking custody and control of the assets and affairs of the Corporate Debtor, along with his team and support service provider, Mr. Suraj Sharma, PCS.
 - Visited the office of the erstwhile IRP, Mr. Ankit Agrawal, situated at Bareilly, Uttar Pradesh, for ensuring a smooth transition and handover of the CIRP-related responsibilities, along with his support service provider, Mr. Suraj Sharma, PCS.



- Visited Indian Bank, IndusInd Bank and the GST Department in relation to the affairs of the Corporate Debtor, as required under Section 17(2) of the Code, along with his support service provider, Mr. Suraj Sharma, PCS.
 - Issued intimation letters to various stakeholders regarding the commencement of the CIRP.
 - Filed Form INC-28 with the ROC, Kanpur, along with his support service provider, Mr. Suraj Sharma, PCS.
 - Undertook collation, verification and admission of claims received from various stakeholders.
 - Convened meetings of the CoC, including the 4th CoC meeting held on 02.09.2025 and the 5th CoC meeting held on 17.10.2025.
 - Prepared the Expression of Interest (“EoI”) and Form G.
 - Undertook necessary actions for recovery of dues receivable from the debtors of the Corporate Debtor.
 - Filed various applications and made appearances and submissions before this Tribunal, including IA No. 612 of 2025, IA No. 631 of 2025, the Report for reconstitution of the CoC and Revised List of Creditors, and IA No. 754 of 2025, with the assistance of Advocate Krishna Dev Vyas and Mr. Suraj Sharma.
- d.** The Applicant submits that, during his tenure, he initially proposed a monthly fee of Rs. 2,50,000/-, which, upon negotiation, was reduced and agreed at Rs. 2,00,000/- per month. The Applicant further submits that he had appointed M/s Suraj Sharma & Co., Company Secretaries,



on a retainer basis for providing support services at a monthly remuneration of Rs. 50,000/-.

- e. Thereafter, the agendas, including the agenda for ratification of the fees of the Applicant and the remuneration payable for the support services and appointment of Ms. Bhavna Bansal as RP, were placed before the CoC in its 5th meeting for consideration and ratification. However, the CoC/Respondent No. 2 rejected all the aforesaid resolutions, except the resolution pertaining to the replacement of the IRP i.e., the Applicant herein and appointment of Ms. Bhavna Bansal as the RP.
- f. After RP/Respondent No. 1 took charge as the RP of the Corporate Debtor, the Applicant, vide email dated 25.11.2025, enquired about the status of payment of the CIRP costs incurred during his tenure. In response, Respondent No. 1, vide email dated 26.11.2025, informed the Applicant that the matter relating to the CIRP costs had again been placed before the CoC; however, the resolution could not be passed by the members of the CoC on the ground that the issue was pending adjudication before this Tribunal.
- g. Further vide order dated 25.02.2026 passed by this Tribunal in IA No. 735 of 2025, the CoC/Respondent No. 2 was directed to consider the entire issue afresh, without being guided by its earlier decision in this regard, and to undertake a fresh consideration of the matter. It was further directed that the decision so taken by the CoC/Respondent No. 2 be communicated to the erstwhile IRP (the Applicant herein) as well as to the RP/Respondent No. 1 within a period of two weeks from the date of such decision.



h. However, no response was received from the Respondents. Accordingly, the Applicant issued reminder emails dated 03.03.2026, 24.03.2026 and 27.03.2026. In response, vide email dated 02.04.2026, Respondent No. 1 informed the Applicant that the cost sheet submitted by him had been placed before the CoC in its 9th meeting held on 07.03.2026. However, the CoC, in the said meeting, decided to seek a legal opinion on the matter. Respondent No. 1 further informed that she was awaiting the decision of the CoC. Thus, neither the CoC/Respondent No. 2 nor RP/Respondent No. 1 released the fees claimed by him, nor was the direction issued by this Tribunal vide order dated 25.02.2026 complied with.

3. In view of the aforesaid facts and circumstances, the Applicant, being cognizant of the fact that 19.03.2026 was the last date for submission of the Resolution Plan, submits that the filing of the present Application became necessary to ensure that the dues payable to the Applicant and M/s Suraj Sharma & Co. are duly considered and included as part of the CIRP costs prior to the finalisation and approval of the Resolution Plan.
4. After considering the present application, during the course of hearing on 30.07.2026, certain observations were made by this Tribunal. The relevant observations are reproduced hereinbelow:

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1. Ld. Authorized Representative for the erstwhile IRP states that this is the application filed for payment of the fees of the erstwhile IRP for the period from 30.07.2025 till 30.10.2025. He



also states that he has the understanding that the CoC has agreed for payment of Rs.1,00,000/- per month as the fee to the erstwhile IRP.

2. Let the same be confirmed by the CoC by filing an affidavit on or before the next date of hearing by giving advance copy to the Ld. Counsel representing the Applicant as well.

3. Ld. erstwhile IRP present in person also states that in order to provide the support services, he has also engaged the services of one Mr. Suraj Sharma, Company Secretary to assist in day-to-day working of the IRP. He states that there is no fees paid to the Company Secretary, so appointed to assist the IRP during the process for the period from 30.07.2025 till 30.10.2025.

4. Let the affidavit also clarify with respect to the fees to be paid to the Company Secretary as prayed for in the present application to the extent of Rs.50,000/- per month for the aforesaid period.”

5. In compliance with the aforesaid directions, the CoC/Respondent No. 2 filed an affidavit dated 08.08.2026, wherein it has submitted as follows:

- a. The Respondent No.2 proposes that the fee of the erstwhile Interim Resolution Professional, Mr. Deepak Garg, at the rate of Rs. 1,00,000/- per month (all-inclusive), for the period from 30.07.2025 to 30.10.2025, i.e., during his tenure as the Interim Resolution Professional, be ratified. It has further been submitted that no other amount, including but not limited to the fees of CS Suraj Sharma & Co. and/or any other charges incurred during the said period, be ratified or included in the CIRP costs, apart from the aforesaid amount.



- b. The Respondent No.2 has further contended that the present application is not maintainable as the original Applicant/Operational Creditor, at whose instance the Section 9 petition was instituted and subsequently amended, has not been impleaded as a party. Reliance has also been placed upon Regulation 33(3) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, which provides that the applicant shall bear the expenses which shall be reimbursed by the Committee to the extent it ratifies such expenses.

FINDINGS AND ORDER

6. We have heard the parties and perused the records.
7. At the outset, we observe that, with respect to the payment of fees to the Applicant for the period of his tenure as IRP of the Corporate Debtor i.e., from 30.07.2025 to 30.10.2025, the CoC/Respondent No. 2 has agreed to ratify the fees to the extent of Rs. 1,00,000/- per month. Accordingly, the same shall be complied with, and the fees payable to the Applicant to the aforesaid extent shall be included as part of the CIRP costs.
8. However, the issue relating to the payment of charges towards the support services engaged by the Applicant during his tenure as IRP remains to be considered. The Ld. Counsel appearing for the CoC/Respondent No. 2 contends that the said charges had already been rejected by the CoC in its 5th CoC meeting held on 17.10.2025 and that the Applicant had, retrospectively,



engaged the concerned professional and incurred the said expenses. It is further contended that, upon perusal of the appointment letter dated 04.09.2025, although the engagement of the concerned professional was permitted for certain specified services, the said services were allegedly not rendered by the professional during the course of his engagement. The relevant scope of work as stipulated in the appointment letter dated 04.09.2025 is reproduced hereinbelow:

“1. Scope of Work

The scope of work shall include:

- *Drafting of Notice, Minutes of CoC Meeting, conducting and attending meetings and preparation of summary of voting results.*
- *Drafting and filing reports, applications, reply, rejoinder, written submission, convenience notes or any other document before the Hon'ble NCLT Allahabad Bench”*

9. The Ld. Counsel appearing for the CoC/Respondent No. 2 further submits that, from the contents of the present Application itself, the work undertaken by the concerned professional primarily included visits to the registered office of the Corporate Debtor, the banks of the Corporate Debtor, and the office of the erstwhile IRP initially appointed, as well as undertaking filings with the RoC. It is, therefore, contended that, when the services forming part of the stipulated scope of work were allegedly not undertaken by the



concerned professional, the claim towards payment of fees amounting to Rs. 1,53,000/- is not tenable.

10. On the other hand, the Ld. Counsel appearing for the Applicant, along with the Applicant present through VC, submits that Regulation 27 of the CIRP Regulations, 2016 empowers the Applicant to engage professionals for assistance during the CIR Process. As a result, Suraj Sharma & Co. Company Secretary was appointed for providing support services in the present matter. It is further submitted that the said professional duly discharged the duties falling within the scope of work, as during the Applicant's tenure, various applications, including an application seeking exclusion of the CIRP period, an application against Paschimanchal Vidyut Vitran Nigam Limited, as well as a separate application against the Suspended Management for recovery of amounts, and a report for reconstitution were filed. Further, during the Applicant's tenure, two meetings of the CoC were convened, wherein the said professional provided the requisite support and assistance for the proper conduct of the meetings and duly discharged the responsibilities entrusted to it in connection therewith.
11. The Applicant, further asserted that the engaged professional not only performed the duties specified under the scope of work but also rendered services beyond the said scope to facilitate the conduct and smooth



functioning of the CIR Process. Thus, the payments made towards such professional services cannot be denied.

12. In view of the foregoing submissions and the documents placed on record, it is observed that although the expenses incurred towards the services rendered by Suraj Sharma & Co., Company Secretaries, were not ratified by the CoC/Respondent No. 2, the records demonstrate that the said professional had, in fact, rendered the services falling within the scope of its engagement during the relevant period. The services so rendered contributed to and facilitated the smooth conduct of the CIRP and the CoC, being an integral part of the CIRP process, cannot, in the facts and circumstances of the present case, completely disown the benefit of the services so rendered.
13. Thus, considering the peculiar facts and circumstances of the present case, and in the interest of justice, where the services were actually rendered and the CIRP was duly carried out with the assistance of the said professional, it would be inequitable to deny any consideration for such services. Accordingly, as a measure of equity and in the interest of justice, we deem it appropriate to allow a lump-sum amount of Rs. 1,00,000/- towards the professional fees of Suraj Sharma & Co., Company Secretaries, for the services rendered during the CIRP, to be treated as CIRP costs. Further, having regard to the period for which the Applicant discharged its functions



and the services rendered, we direct that an amount of Rs. 1,00,000/- per month be considered towards the fees of the Applicant for the period from 30.07.2025 to 30.10.2025 to be treated as CIRP costs.

14. With this, the instant IA 258 of 2026 is partly allowed in the aforesaid terms and stands disposed off.

15. Ordered accordingly.

**-Sd-
(Ashish Verma)
Member (Technical)**

**-Sd-
(Praveen Gupta)
Member (Judicial)**

Date: 19.08.2026