NATIONAL COMPANY LAW TRIBUNAL
COURT-V, MUMBAI BENCH

3. IA/663/2026 C.P. (IB)/1060(MB)2024

IN THE MATTER OF

Devang Amulakh Mehta

U/s 94(1) of the Insolvency and Bankruptcy Code, 2016

Order Delivered on 20.08.2026

CORAM:

MS. LAKSHMI GURUNG
MEMBER (J)

SH. CHARANJEET SINGH GULATI
MEMBER (T)

Appearance through VC/Physical/Hybrid Mode:
For the Applicant:
For the Respondent:

ORDER

IA/663/2026: - The above IA is listed for pronouncement of the order. The same is pronounced in open court, vide a separate order.

Sd/-
CHARANJEET SINGH GULATI
Member (Technical)

Sd/-
LAKSHMI GURUNG
Member (Judicial)

//Zakir//

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ORDER

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Sd/-
CHARANJEET SINGH GULATI
Member (Technical)
//Zakir//

Sd/-
LAKSHMI GURUNG
Member (Judicial)

NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH, COURT - V

C.P. 1060/MB/2024

Under Section 94 of the Insolvency and Bankruptcy Code, 2016 read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Rules, 2019.

Devang Amulakh Mehta

Having address at:

A/10, Gautam Dhan Apartments, Bajaj Road, Vile Parle (West), Mumbai – 400 056.

... Petitioner

Along with

I.A. 663/MB/2026

Under Section 100 of the Insolvency and Bankruptcy Code, 2016.

Mr. Rajas Shreeram Bodas

Having address at:

Survey No. 997/18, Satsang Society, Suraksha Apartment, Navi Peth, Near Vaikunth, Pune, Maharashtra – 411 030

... Applicant

Order Pronounced on: 20.08.2026

Coram:

Sh. Charanjeet Singh Gulati, Member (Technical)

Ms. Lakshmi Gurung, Member (Judicial)

Appearances:

For Petitioner:	Adv. Sohan Kinkhabwala (PH)
For Samman Capital:	Adv. Somya i/b TN Tripathi and Co (VC)

ORDER

CP(IB) 1060 of 2024

1. The present Company Petition has been filed by Devang Amulakh Mehta, being Personal Guarantor of M/s. Trump Impex Pvt. Ltd. ("**the Corporate Debtor**"), under Section 94 of the Insolvency and Bankruptcy Code, 2016 ("**Code**"), read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Rules, 2019 ("**Rules**"), seeking initiation of Insolvency Resolution Process of the self.

2. The Petitioner submits that the Corporate Debtor had availed credit facility from Bank of Baroda (earlier Dena Bank), Indiabulls Housing Finance Limited, Union Bank of India and Axis Bank Limited. The creditor wise particulars of debt are as follows:

Sr. No.	Creditor	Details
1.	Bank of Baroda (earlier Dena Bank)	Rs. 28,91,60,872/- The bank has invoked the guarantee vide invocation notice dated 01.02.2021
2.	Indiabulls Housing Finance Limited	Rs. 3,21,19,533/- Default occurred on receipt of sale notice dated 25.02.2023
3.	Union Bank of India	Rs.14,96,05,328.16/- Default occurred on receipt of sale notice dated 08.08.2022
4.	Axis Bank Limited	Rs.11,11,27,816/- Default occurred on receipt of sale notice dated 06.10.2019

3. It is submitted that letters of Guarantee dated 20.02.2014, 10.11.2014, 10.12.2015 and 09.12.2016 have been executed by the Petitioner in favour of Dena Bank (now Bank of Baroda) ("**Financial Creditor**").

4. Bank of Baroda has called upon to pay a sum of Rs. 28,91,60,872/-, due and payable by the Corporate Debtor and its guarantors, including the Petitioner, as on 30.11.2018 as per invocation of guarantee notice dated 01.02.2021, within 7 days from the date of receipt of notice.

5. On perusal of the Notice of Invocation of guarantee dated 01.02.2021, it is noted that the Bank of Baroda vide Sanction letter dated 04.02.2013 sanctioned credit facility of Rs. 475.00 lacs to the Corporate Debtor. It is stated that Mr. Devang Mehta and Mrs. Jigna Mehta vide letter of guarantee dated 08.02.2013 executed in favour of Bank of Baroda guaranteed to pay all the amounts due under the credit facility of limit of Rs. 475.00 lacs. Further, additional credit facilities were granted by the Bank as tabulated hereinbelow:

Date of Sanction Letter	Nature of Credit facility	Increased/Enhanced/ Additional limit (Rupees in lakhs)
27.01.2014	Cash Credit (Hyp. Of stocks & book-debts)-Cum Letter of Credit (DA/DP)	950.00
03.11.2014	Cash Credit (Hyp. Of stocks & book-debts)-Cum Letter of Credit (DA/DP)	1500.00
December, 2015	i) Cash Credit (Hyp. Of stocks & book-debts) Sub-limit Letter of Credit (DA/DP) ii) Forward Cover	2500.00 (300.00) 6.00 2506.00

05.12.2016	i) Cash Credit (Hyp. Of stocks & book-debts) Sub-limit Letter of Credit (DA/DP) ii) Forward Cover	2950.00 (300.00) 6.00 2956.00

6. Further it is noted that as the Corporate Debtor committed default in repayment of dues and subsequently the account of the Corporate Debtor in respect of the credit facilities was classified as NPA with effect from 30.11.2018.

7. As per Form A, default occurred when the Bank of Baroda invoked the guarantee vide invocation notice dated 01.02.2021, calling upon the guarantors to pay a sum of Rs. 28,91,60,872/-, inclusive of interest up to 30.11.2018, within seven days from the receipt of the notice. The guarantors failed to make the payment, which led to the filing of the present Petition.

Report of the Resolution Professional

8. This Tribunal vide order dated 06.01.2026, appointed Mr. Rajas Shreeram Bodas as the Resolution Professional for Mr. Devang Amulakh Mehta, Personal Guarantor of the Corporate Debtor.

9. The Resolution Professional received the copy of the Company Petition on 02.02.2026. Pursuant to receipt of the Company Petition, the Resolution Professional prepared its report dated 11.02.2026 under Section 99 of IBC, 2016 recommending admission of the Petition on the following grounds:

Section	Reference to the provisions	Submission of the RP	Compliance with Section 95 & 99 of the IBC (Yes/No)

94(6)	The application shall be in such form and manner and accompanied with such fee as may be prescribed.	The application submitted by the Personal Guarantor under Section 94(l) of the Code read with Rule 6 of the Rules is properly filed in the prescribed form along with the prescribed fee.	Yes: The RP submits that the Section 94(6) of the Code has been complied.
99(4)	The Resolution Professional, may seek further information or explanation in connection with application from the creditor or debtor or any other person who, in the opinion of the resolution professional, may provide such information.	The application is filed by Mr. Devang Amulakh Mehta, Personal Guarantor and subsequently shared with the RP along with supporting documents.	Yes: The RP submits that the requirements of Section 99(4) of the Code are complied with.
99(6)	The resolution professional shall examine the application and ascertain that –	RP submits that the present application satisfies the requirements of Section 94 of the	Yes: The RP submits that the requirements of Section 99(6) of the

	(a) the application satisfies the requirements set out in section 94 or 95; (b) the applicant has provided information and given explanation sought by the resolution professional under sub-section (4).	Code as has been provided in detail here-in-above in this report.	Code are complied with.
99(7)	After examination of the application under subsection (6), he may recommend acceptance or rejection of the application in his report.	The RP submits that based on his examination of the present application, it is recommended that the application should be accepted by the Hon'ble NCLT, Mumbai Bench.	Yes: The RP submits that the requirements of Section 99(7) of the Code are complied with.
99(8)	Where the resolution professional finds that the debtor is eligible for a fresh start under Chapter II, the resolution	RP submits that considering the facts of the case, the personal guarantor does not satisfy the requirements and hence is not	Yes: The RP submits that the requirements of Section 99(8) of the code does not apply to the said matter.

	professional shall submit a report recommending that the application by the debtor under Section 94 be treated as an application undersection 81 by the Adjudicating Authority.	eligible for "fresh start" under Chapter II. In any case, the relevant sections are not yet notified and hence, the same cannot be applied in the present case in hand.	
99(9)	The Resolution Professional shall record the reasons for recommending the acceptance or rejection of the application in the report under sub-section (7).	Resolution Professional submits that Personal Guarantor has committed default. The reasons for recommending the acceptance of the application has been provided.	Yes: The RP submits that the requirements of Section 99(9) of the code are complied with.
99(10)	The Resolution Professional shall give a copy of the report under sub-section (7) to the debtor or the creditor, as the case may be.	Resolution Professional submits that he will comply with the requirement of providing a copy of the report to the debtor.	Yes: The RP submits that the requirements of Section 99(10) of the code will be complied with.

10. The Resolution Professional has submitted that the Application filed by the Personal Guarantor satisfies the requirements of Section 94(6) of the Code. The RP submitted that M/s. Trump Impex Private Limited committed default in repayment of cash credit facilities granted by Bank of Baroda (earlier Dena Bank), and that Mr. Devang Amulakh Mehta, as Personal Guarantor, has similarly defaulted on the loan facility demanded by the said Creditor. It is further stated that the Personal Guarantor has not denied the existence of the debt. On this basis, the RP has recommended admission of the present Petition.

Reply filed by Sammaan Capital Limited (Formerly Indiabulls Housing Finance Limited)

11. It is submitted that name of Indiabulls Housing Finance Limited is changed to Sammaan Capital Limited with effect from 21.05.2024.

12. It is submitted that the Sammaan Capital Limited had sanctioned credit facilities amounting to Rs. 2,11,53,338/- to the Corporate Debtor and in respect of the said facilities the Petitioner executed Agreement for loan dated 28.05.2015, thereby promising to repay the said loan in 180 instalments of Rs. 2,29,260/- each.

13. The Respondent submits that credit facilities were secured by way of mortgage over Flat No. 703, 7th Floor, "Andheri Monisha CHS Ltd", Vile Parle (West), S.V. Road, Andheri (West), Mumbai 400 058, duly registered under Chapter IVA with CERSAI. Due to default committed by the Petitioner in payment of instalments and servicing of interest, the account was classified as NPA on 17.06.2019 as per RBI guidelines.

14. Thereafter, by demand notice dated 17.06.2019 issued under Section 13(2) of the SARFAESI Act, the Respondent called upon the Petitioner to pay Rs. 2,09,89,425/- (Rupees Two Crore Nine Lakh Eighty-Nine Thousand Four Hundred Twenty-Five only) due as on that date, together with further interest (Exhibit "5"). Further, physical possession of the secured asset was taken by the Respondent on 17.02.2023. The Petitioner challenged these measures by filing S.A. No. 128 of 2023 before

DRT-II, Mumbai, which is pending for adjudication (Exhibit "9"). It is submitted that Hon'ble DRT vide order dated 25.09.2023 granted stay to the sale scheduled on 25.09.2023 on account of an interim moratorium operating pursuant to a Section 95 petition filed by one Manohar Sales Agency before the NCLT (Exhibit "11"). It is submitted that Section 95 petition was subsequently dismissed by NCLT Mumbai Bench-I, as collusive and as being filed to defeat the SARFAESI action, by order dated 21.08.2024 in CP (IB) No. 941 of 2022.

15. It is contended that the present petition under Section 94 was filed on 23.09.2024, i.e., within 33 days of dismissal of the earlier Section 95 petition, to obstruct the SARFAESI sale. It is submitted that the secured creditor issued Auction Notice dated 06.01.2025 for sale of mortgaged assets, however, in view of the interim moratorium, the sale notice was withdrawn.

16. It is further submitted that by order dated 30.01.2026 in the present proceedings, the Tribunal has taken note of the Petitioner's conduct in delaying the matter.

17. The Respondent has contended that the present Petition is time barred under Section 137 of the Limitation Act, 1963. It is submitted that the petition is founded on the guarantee invocation notice dated 01.02.2021 issued by Bank of Baroda, and having been filed on 23.09.2024, is beyond the three-year limitation period. As regards the other creditors — Axis Bank, Union Bank, and Samman Capital (formerly Indiabulls Housing Finance Ltd.), the Respondent disputes reliance on the dates of sale notices as the trigger for limitation, submitting that sale notices presuppose an earlier Section 13(2) demand notice, which is to be treated as the actual invocation of guarantee for limitation purpose.

18. The Respondent contends that the Section 99 Report dated 11.02.2026 is erroneous as the RP failed to conduct the examination mandated under Section 99(1), specifically: (i) failing to examine the disbursement of credit facilities; (ii) failing to examine the loan and security documents underlying the guarantee; (iii) failing to record satisfaction as to the

nature and invocation of the guarantee; (iv) omitting any independent finding on default or its basis; (v) omitting any finding on whether sale notices could constitute default; and (vi) failing to record any finding on limitation regarding the invocation dated 01.02.2021, and failing to assess whether the Petitioner requires to undergo the resolution process.

19. The Respondent contends that the present Petition is not maintainable and filed to obstruct SARFAESI recovery, which is pending since 17.06.2019 and that the Petitioner's challenge before DRT, Mumbai remains sub judice. Therefore, the Respondent prays that the Company Petition be dismissed and that the secured creditor be permitted to proceed with recovery measures under the SARFAESI Act.

Analysis & Findings

20. We have carefully considered the pleadings, documents and the report submitted by the Interim Resolution Professional under Section 99 of the Code.

21. It is observed that the Petitioner has approached this Adjudicating Authority under Section 94 of the Code seeking initiation of insolvency resolution process in respect of himself as Personal Guarantor to the Corporate Debtor. The material placed on record reflects that credit facilities were availed by the Corporate Debtor from the Financial Creditor and personal guarantees were executed by the Petitioner in favour of the Financial Creditor.

22. It is further observed that the Corporate Debtor committed default in repayment of its dues and the loan account was classified as NPA with effect from 30.11.2018. Thereafter, Bank of Baroda invoked the guarantee vide invocation notice dated 01.02.2021, calling upon Mr. Devang Mehta, Mrs. Jigna Mehta and Devang Mehta (H.U.F) to pay sum of Rs. 28,91,60,872/- inclusive of interest upto 30.11.2018 within 7 days of receipt of the notice. This present petition has been filed on 23.09.2024. In terms of the Hon'ble Supreme Court's order in ***In Re: Cognizance for Extension of Limitation*** **(Suo Motu Writ Petition (C)**

No. 3 of 2020), the period from 15.03.2020 to 28.02.2022 stands excluded for the purpose of computing limitation. Since the limitation period in the present case commenced on 08.02.2021, the overlapping period liable to be excluded runs from 08.02.2021 to 28.02.2022, which works out to 385 days. Deducting the excluded period of 385 days from the gross period of 1,330 days, the effective period consumed towards limitation is 945 days (approximately 2 years 7 months), which is well within the prescribed limitation period of 3 years under Article 137 of the Limitation Act, 1963.

23. The Resolution Professional, after examining the Petition and documents furnished by the Petitioner, has submitted a Report under Section 99 of the Code recommending admission of the Petition. The Resolution Professional has recorded that the Petition is complete in all material particulars and satisfies requirements set out in Section 94 of the Code, is within limitation and does not suffer from any disqualification under the provisions of the Code.

24. Pursuant to this Tribunal's order dated 23.02.2026, the RP's Report was served upon all financial creditors. Three of the creditors have not filed any reply or objection thereto. Sammaan Capital Limited, however, has filed its reply dated 06.04.2026, submitting that it had sanctioned credit facilities of Rs. 2,11,53,338/- to the Petitioner vide loan agreement dated 28.05.2015. On default in repayment, the account was classified as NPA on 17.06.2019, pursuant to which a demand notice dated 17.06.2019 was issued under Section 13(2) of the SARFAESI Act. Sammaan Capital contends that the present Section 94 petition, filed on 23.09.2024, within 33 days of dismissal of the Petition filed under Section 95, to obstruct the SARFAESI sale. Reference has also been made to the order dated 21.08.2024 passed by the NCLT, Mumbai, Bench-I, in C.P. (IB) 941 of 2022 (filed by Manohar Sales Agency, Operational Creditor, under Section 95 of the Code), whereby that petition was dismissed as collusive, and it was observed that the guarantee transaction was an accommodating arrangement designed to circumvent the guarantee

already executed in favour of Bank of Baroda and to defeat the SARFAESI action.

25. However, it is pertinent to note that the NCLT, Mumbai, Bench-I vide order dated 08.08.2025 passed in C.P. (IB) 1021 of 2024 (filed by Mrs. Jigna Devang Mehta, Personal Guarantor of the Corporate Debtor, under Section 94 of the Code), admitted the Petition, thereby initiating Insolvency Resolution Process against the Personal Guarantor after taking into consideration the invocation notice dated 01.02.2021 issued by the Bank of Baroda.

26. In this context, it is also relevant to consider the judgment of the Hon'ble NCLAT in ***Getz Cables Pvt. Ltd. v. State Bank of India & Anr.*****, CA (AT)(Ins) No. 1953 of 2024**, wherein, while examining rejection of a Section 10 application on the ground of Section 65 of the Code, the Hon'ble Appellate Tribunal held that mere initiation of proceedings under Section 13(2)/13(4) of the SARFAESI Act by a creditor prior to filing of the application cannot, by itself, be treated as proof of fraudulent or malicious intent. Something more, by way of pleadings and material on record, is required to establish such intent before an application can be rejected as malicious under Section 65, the relevant extract of the said order is as under:

> *"31. We in the present case are considering the question as to whether rejection of Section 10 application on the ground of invoking Section 65 is justified or not. There are no other facts and ground pleaded to prove any fraudulent and malicious intent by the CD in filing Section 10 application. For allowing Section 65 application, fraudulent and malicious intent of CD has to be proved from some materials on record.* ***Merely because proceeding under Section 13, sub-section (2) and (4) has been initiated by the creditor prior to filing of Section 10 application, cannot be a ground to hold that Section 10 application is filed with malicious and fraudulent intent. For proving fraudulent and malicious intent,***

> ***something more is required to be pleaded and proved apart from initiation of proceedings under Section 13, sub-section (2) and (4) by the creditor against the Corporate Applicant."***
>
> *[**Bold for Emphais**]*

27. As held in *Getz Cables*, the objection raised, that the Section 94 petition was filed while SARFAESI action was pending against the Petitioner, is itself not conclusive to establish fraudulent or malicious intent. The mere sequence of events, namely pendency of SARFAESI proceedings followed by filing of the Section 94 application, does not by itself make the petition as collusive or an abuse of process. To reach such a finding, independent material showing fraudulent or malicious intent would need to be pleaded and proved. This principle needs to be considered alongside the observations made in the order dated 21.08.2024 passed by the NCLT, Mumbai Bench-I, in CP (IB) No. 941 of 2022 under Section 95 of the Code, while determining whether the present Petition warrants rejection on the ground of collusion.

28. In any event, after coming into effect of the Insolvency and Bankruptcy Code (Amendment) Act, 2026, the interim moratorium under Section 96 was not applicable w.e.f. 26.05.2026 as held by the Hon'ble Bombay High Court in ***Tata Capital Financial Services Ltd. Vs. Neel Motors LLP and Ors., (2026) ibclaw.in 4165 HC*** on the principle of retroactive applicability of Section 96 of the Code.

29. The Financial Creditor's contention that the present Petition is barred by limitation has already been considered and dealt with in paragraph 21 above. For the reasons recorded therein, the said contention does not merit acceptance, the Petition being within limitation.

30. It is noted from the RP's Report that the RP has recommended acceptance of the Petition filed by the Petitioner under Section 94 of the Code, seeking initiation of the Insolvency Resolution Process against himself. In view of the existence of debt and default in repayment, as well as the

invocation notice dated 01.02.2021, we are of the considered opinion that this is a fit case for admission of the Petition and for initiation of the Insolvency Resolution Process against the Personal Guarantor/Petitioner. Accordingly, CP(IB) No. 1060 (MB) of 2024, filed under Section 94 of the IBC, 2016, is admitted, and the following order is passed:

ORDER

I. Initiate Insolvency Resolution Process against the Petitioner/Personal Guarantor and moratorium in relation to all the debts is declared, from today i.e. date of admission of the application and shall cease to have effect at the end of the period of 180 days, or this Tribunal passes order on the repayment plan under Section 114 whichever is earlier as provided under Sec 101 of IBC, 2016. During the moratorium period;

a) Any pending legal action of proceeding in respect of any debt shall be deemed to have been stayed; and

b) The creditors of the debtor shall not initiate any legal action or proceedings in respect of any debt; and

c) The debtor shall not transfer, alienate, encumber, or dispose of any of his assets or his legal rights or beneficial interest therein;

d) The provisions of this section shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator

II. The Resolution Professional viz. **Mr. Rajas Shreeram Bodas**, having Insolvency Registration No. IBBI/IPA 002/IP-N01200/2021-2022/14010, having registered address at Survey No 997/18, Satsang Society, Suraksha Apartments, Navi Peth, Near Vaikunth, Pune, Maharashtra, 411030, [E-Mail: rajasbodas1@gmail.com Contact No. 9371733388], is directed to cause a public notice published on behalf of the Adjudicating Authority within 7 days of passing this Order on the website of the

NCLT Mumbai Bench, inviting claims from all Creditors, within 21 days of such issue. The notice under sub-section (1) of Section 102(2) shall include:

i. details of the order admitting the petition;
ii. particulars of the resolution professional with whom the claims are to be registered; and
iii. the last date for submission of claims.

III. The publication of notice under Section 102(3) shall be made in two newspapers, one in English and other in Vernacular which have wide circulation in the State where the Corporate Debtor and Personal Guarantor situated/resides. The Resolution Professional shall furnish two spare copies of the notice to the Registry for the record.

IV. The Resolution Professional in exercise of the powers conferred under Section 104 shall prepare a list of creditors on the basis of:

i. the information disclosed in the petition filed by the debtor under Sections 94 or 95, as the case maybe, and
ii. claims received by the Resolution Professional under Section 102 within 30 days from the date of the notice.

V. The debtor shall prepare a repayment plan under Section 105, in consultation with the Resolution Professional, containing a proposal to the Creditors for restructuring of his debts or affairs. The repayment plan may authorize or require the Resolution Professional to:-

i. carry on the debtor's business or trade on his behalf or in his name or
ii. realise the assets of the debtor, or
iii. administer or dispose of any funds of the debtor.

VI. The repayment plan shall include the following, namely: -

i. justification for preparation of such repayment plan and reasons on the basis of which the creditors may agree upon the plan;

ii. provision for payment of fee to the Resolution Professional.

VII. The Resolution Professional shall submit the repayment plan along with his report on the plan to this Authority within a period of 21 days from the last date of submission of claims, as provided under Section 106 of the IBC.

VIII. In case the Resolution Professional recommends that a meeting of the creditors is not required to be called, he shall record the reasons therefore. If the Resolution Professional is of the opinion that a meeting of the creditors should be summoned, he shall specify the details as provided under Section 106(3) of IBC. The date of meeting should not be less than 14 day nor more than 28 days from the date of submission of the Report under sub- section (1) of Section 106 of IBC, for which at least 14 days' notice to the creditors as per the list prepared shall be issued by all modes. Such notice must contain the details as provides under the provisions of Section 107 of IBC.

IX. The meeting of the creditors shall be conducted in accordance with Sections 108, 109, 110 and 111 of IBC. The Resolution Professional shall prepare a report of the meeting of the creditors on repayment plan with all details as provided under Section 112 of IBC and submit the same to this Tribunal, copies of which shall be provided to the Debtor and the Creditors. It is made clear that the Resolution Professional shall perform his functions and duties in compliance with the Code of Conduct provided under Section 208 of IBC, 2016.The Resolution Professional shall submit his periodic reports before this Tribunal, every 30 days.

31. In terms of the above, **Company Petition 1060 of 2024** filed under Section 94 of the IBC read with Rule 6 of the Insolvency and Bankruptcy

(Application to Adjudicating Authority for Insolvency Resolution Process for Personal Guarantors to Corporate Debtors) Rules, 2019 is **admitted** and the Insolvency Resolution Process stands initiated against the Personal Guarantor.

32. The **Interlocutory Application 663 of 2026** has been filed by Mr. Rajas Shreeram Bodas, Resolution Professional for Mr. Devang Amulakh Mehta, Personal Guarantor of Trump Impex Private Limited, seeking to place on record his report under Section 99 of the Code, recommending admission of Company Petition No. 1060 of 2024. The report is taken on record and Interlocutory Application No. 663 of 2026 is **disposed of**.

Sd/-	**Sd/-**
Charanjeet Singh Gulati	**Lakshmi Gurung**
Member (Technical)	**Member (Judicial)**

OmkarD.