IN THE NATIONAL COMPANY LAW TRIBUNAL,
DIVISION BENCH – I, CHENNAI

IA(IBC)/805(CHE)/2026
IN
CP/577/IB/2017

(filed under Section 35(1)(n) of Insolvency & Bankruptcy Code, 2016 R/w Regulation 9 of IBBI (Liquidation Process) Regulations, 2016)

In the matter of ***Hallmark Living Space Private Limited***

S. Dhanapal,
Liquidator of Hallmark Living Space Private Limited
Suite No. 103, First Floor, Kaveri Complex,
96/104, Nungambakkam High Road,
Nungambakkam, Chennai – 600 034

... Applicant / Liquidator

Vs

1. Anand Jain
Suspended Managing Director (ex-promoter)
Flat No. 1A & 1B, First Floor,
CSK Villa, Plot No. 1, Sylvan Lodge Colony,
2nd Cross Street, Kilpauk,
Chennai – 600 010

2. Aarthi Anand Jain (ex-promoter)
Suspended Director
Flat No. 1A & 1B, First Floor,
CSK Villa, Plot No. 1, Sylvan Lodge Colony,
2nd Cross Street, Kilpauk,
Chennai – 600 010

... Respondents

Present:

For Applicant : *Karthik Seshadri, Advocate*
S. Satish, Advocate

For Respondents : *Vishnu Mohan, Advocate*

CORAM:

SANJIV JAIN, MEMBER (JUDICIAL)
VENKATARAMAN SUBRAMANIAM, MEMBER (TECHNICAL)

Order Pronounced on 25th August, 2026

ORDER

(Heard through Hybrid Mode)

1. This application IA(IBC)/805(CHE)/2026 has been filed under Section 35(1)(n) of IBC, 2016 r/w Regulation 9 of IBBI (Liquidation Process) Regulations, 2016 seeking the following reliefs:-

   i. *To direct Respondents to extend their cooperation to the Applicant by (i) providing the details and documents as sought for by the Applicant vide his letter dated 20.11.2025 and inform the Applicant as to in whose custody or possession the documents sought for are available or from whom the Applicant should gather the documents sought for if the Respondents are not having the documents (ii) Providing in writing the Information/Details which the Respondents have in their knowledge even if it is sans documents in respect of tabulated items sought by the Applicant vide his letter dated 20.11.2025.*

2. It is stated that there is a wilful breach of undertaking given by the Respondents during the hearing dated 03.11.2025 in Cont. P/12/2024 where it was submitted by the Counsel appearing for Respondent No. 1 and 2 that whatever the documents were in possession of the Respondents have been given to the Liquidator and they have no other documents to be given, however, they are ready to cooperate. Respondent No. 3 and 4 made the similar submission. It is stated that the Liquidator vide letter dated 20.11.2025 sought details pertaining to Hallmark Living Space Private Limited in liquidation to which the Respondents replied that they will respond in 15 days but till date he got no response. On 14.01.2026, he sent a reminder seeking details but the Respondents did not provide any details.

3. It is stated that the Transaction Auditor in the course of audit had observed many transactions as doubtful / suspicious which caused wrongful loss to the Corporate Debtor and its stakeholders to an extent Rs. 2311.51 Lakhs owing to the absence of documents and records. It was remarked by the Auditor that the transactions involving land purchase and registration raise concerns over maintaining principle of arm's length as the transactions took place with family related

individuals and with the associate Companies including holding Company. It is alleged that the Respondents are avoiding the responsibility of providing details with ill motive. It is stated that despite submission recorded vide an order dated 03.11.2025, they have not provided shred of information. The Liquidator has given the details of the applications moved at page 10 to 12 of the application seeking information / documents from the Respondents. It is stated that these documents are crucial to take appropriate action against the Promoters / ex-Directors of their misdeeds. It is stated that following documents are required from the ex-management of the Corporate Debtor as tabulated below:

2	**Secretarial Records:**	
2.01	Copy of ENTIRE AGENDA PAPERS to all the Board Meetings & General Meetings required to gain insight into the background and nature of subject matter for which respective Resolutions were passed in the meetings	Authenticated agenda papers for the first Board Meeting to the meeting held on 03/04/2017 – Yet to be furnished
2.02	Certified Copies of the Minutes of the Board Meetings held after 04/06/2015 are to be made available.	Yet to be furnished
2.03	Certified Copies of the Minutes of the General Body Meetings held after 07/08/2014 are to be made available.	Yet to be furnished

2.04	Minutes of the Board meeting held on and after 05/06/2014 were not dated and authenticated by Chairman of the meetings. Why so?	Yet to be furnished
2.05	Updated register maintained under Sec 189 of Companies act, 2013 is to be made available.	Yet to be furnished
2.06	Noted from the Board Minutes dt 22/10/13, 16/12/2013 and 30/12/2013 HIPL was awarded few contracts of electrical and carpentry works. These contracts with work executed values were not disclosed in the related parties' transaction statements for FY 2013-14. Please clarify.	Yet to be furnished
3	**Internal Audit Reports:**	
3.01	Company had appointed an Internal Auditor. Please make available certified copies of all the internal audit reports submitted to the Management/ Board/ Audit Committee together with Management's Compliance or otherwise report/s.	Copies of the Internal Audit Reports and company compliance reports for the FY 2012-13, 2013-14, 2014-15, 2015-16 for all quarters except Internal Audit report for Jan'2014 to Mar'2014 as required by Transaction Auditor – yet to be furnished
04	**Sale of Project Apartments:**	
4.01	It is observed that the flat booking advances paid by 11 prospective flat buyers aggregating to Rs.2,98,18,271/- were transferred on various dates during FY 2016-17, to the credit of Hallmark Infrastructure P Ltd; (HIPL), the promoter cum holding company. It is noted that such transfer is consequent to swapping of their bookings from project Emerald to project Sapphire under promotion by HIPL. However, to substantiate such transfer entries documents such as consent letter / agreement from the prospective buyers for such swapping from one project to another project under development by another legal entity is required. Such documents were not available. Further, we require an authenticated copy of company's general circular letter/communication offering such swapping facility together with a list of addressees to whom such communication was sent.	NOC letters from the bankers of both the projects who have funded the projects together with ledger accounts of the customers who have agreed for swapping with their consents for such swapping as required by Transaction Auditor – yet to be furnished.
4.02	Full ledger accounts of all the prospective buyers from whom advances were received with entries of	Yet to be furnished

	settlement either through refund or through swapping arrangements.	
5	**Purchase of Land: Extent – 4.91 acres:**	
5.01	In regard to purchase and registration of land on 30/03/2012 to an extent of 4.91 acres from Mr Suresh Kumar, Director and his spouse (related parties), while the aggregated consideration as per two registered sale deeds was Rs.110.48 lacs I find the cost of inventory of land was stated as Rs.486.20 lacs whereby the inventory is overstated by Rs.375.20lacs.	The stated valuation report and the due diligence report (as stated in the reply) together with consent from foreign investor agreeing for issue of OCDs by the corporate debtor for a value more than the value stated in the registered sale deeds as required by Transaction Auditor– yet to be furnished
5.02	Overstatement of cost of inventory is a deviation from the accounting policy for valuation of inventory adopted by the company as stated in its audited financial statements (AFS).	Yet to be clarified
5.03	The consideration of purchase of land was settled by issue of 486,194 nos. of Optionally Convertible Debentures (OCD) of Rs.100/- each. This resulted in overstatement of liability also by Rs.375.20 lacs.	Yet to be clarified
5.04	It is noted that the guideline value adopted by the Registration authorities in March, 2012 while registering the sale deeds for 4.91 acres land was Rs.40,000/- per cent. The rate considered as per sale deed was Rs.22,500/- per cent. Against these rates the OCDs were issued at the rate of Rs.99,021/- per cent. This clearly establishes creation of higher liability which is detrimental to other stakeholders of the project.	Consent from foreign investor agreeing for issue of OCDs by the corporate debtor for a value more than the value stated in the registered sale deeds as required by Transaction Auditor – yet to be furnished
5.05	Clause no 4.1.g. of Shareholder agreement dt 23/03/2012 entered with Madison India Real Estate Fund Ltd, Marutius (investor) warrants that Mr Suresh Kumar and his spouse are required to submit a copy of the land sale deeds executed by them. Document by way of Board Minutes or Agenda notes/papers to the Board Meeting dt 24/05/2012 suggesting submission of copies of registered sale deeds for the attention of Directors representing the investor was not available.	Documents showing Communication from Foreign Direct Investor (FDI) confirming their knowledge of actual cost as per registered sale deed/s. (OR) Copy of Board Resolution certified by one of the nominee directors of investor certifying the placement of copies of registered sale deeds in a Board Meeting immediately held (24/5/2012) after formation of Board with inducted nominee directors of

		the FDI as required by Transaction Auditor – yet to be furnished
5.06	In absence of appropriate document for the transactions stated in 5.01 & 5.03 above it is inferred that the consideration for which the liability created favoring related parties is overstated as well as not falling under the principles of arms length pricing. Hence please furnish appropriate documentation for overstatement of inventory cost as well as higher liability in your company's accounts.	Diligence Report, Valuation Report, Consent and communication from Foreign Direct Investor for issuing OCDs at higher value and accepting that they are in knowledge of actual cost as per the registered sale deeds as required by Transaction Auditor – yet to be furnished
6	**Land extent – 80 Cents:**	
6.01	Company purchased additional land to an extent of 80 cents in April, 2014 (S No 392/B1) for Rs.1,94,58,163/- through a sale deed executed by HIPL (holding company), in the capacity of a Power Agent. Please inform the purpose / need of purchasing additional land in the year 2014 (after two years of commencing the project work).	As per clause 7.2 of shareholder agreement dt 23/3/2012 with FDI investor the sponsors were responsible for execution of the project and thereby obligated to make available the land required for developing the project. The land to the extent of 0.81 cents was outside the purview of the land required as stated in the shareholder agreement. Moreover the purchase was routed through HIPL, the holding company as well as one of the sponsors. Again in terms of clause 13 (x) to the shareholder agreement any transactions, agreements or arrangements between the company and the sponsors or any of their affiliates is subject to prior approval in writing from FDI investor. Accordingly written prior approval from FDI investor is required for the purchase of 80 cents and the follow up arrangement/s of payment and other related matters - Yet to be clarified
6.02	HIPL was nominated as Power Agent by Mr AK Shantilal Jain, the original vendor, on 29/01/2014. Sale to HLSPL was done within 3 months (April, 2014). The consideration was to be settled by issue of 194 Nos OCD of Rs.100/- each at a premium of Rs.99,900/- per OCD.	Yet to be furnished

	There was no document suggesting the actual consideration paid /payable to the original vendor. Hence please furnish the actual consideration paid to the original vendor duly evidenced by an appropriate document.	
6.03	Again it is intriguing as to why the transaction was routed through a power agent route instead of direct purchase from the original vendor within a short period of 3 months. If the land is to be brought in by sponsors only as per the terms of shareholder agreement even then the transaction could have been executed directly whereby actual consideration paid/payable to the original vendor would have been known. HLSPL could have created a liability for actual value only by issue of OCDs. Hence please explain the rationale behind not entering the purchase transaction directly with the original vendor with supporting documents.	Yet to be clarified
6.04	It was approved in the Board meeting held on 05/06/2014 (three months after purchase) to issue OCDs to HIPL against consideration for purchase of 80 cents of land. Amendment no 01 to shareholder agreement dt 23/03/2012 was entered on 08/08/2014 for this purpose. However, the OCDs were never issued. In the audited financial statements (AFS) for FYs 2014-15 & 2015-16 the liability due to the holding company in this context was disclosed separately and it was stated in the foot note that process of evaluating debentures to be issued is under consideration'. However, such a foot note was replaced in AFs for FY 2016-17 to read as 'an additional amount of Rs.2,55,41,837/- as agreed towards delay in payment'. Please explain as to why OCDs were never issued.	Yet to be clarified
6.05	Please explain the circumstances under which the disclosure in the AFS for FY 2016-17 was changed as stated in 6 above with full supporting documentation towards additional claim of Rs.2.55 Crores.	Yet to be clarified

6.06	By changing the footnote matter in the AFS of FY 2016-17 as given in 6.04 above the responsibility/obligation of sponsors to bring the land required for the project (as per shareholder agreement) seem to have been diluted/waived off. Please furnish copy of the investor's consent in writing that the sponsors would have obtained for waiver of such obligation.	Yet to be furnished
6.07	Further by disclosing 'an additional amount of Rs.2.55 crores as payable as agreed' the status of HIPL gets changed from sponsors to a financial creditor. Was this claim by HIPL agreed to by the investors? Further please furnish certified copy of Board Minutes of HLSPL in approving such financial claim from the promoter company.	Yet to be furnished
6.08	Please confirm whether the cost of additional land is included in the inventory and if so also confirm that the cost is included in the apartments' selling rate for recovery.	Yet to be clarified
6.09	It is observed that the accounting for the purchase of the land was done only on 31/03/2015 though the purchase was completed on 30/04/2014 as per sale deed entered into. Purchase was grouped under 'inventory - land'. Please explain the delayed accounting.	Yet to be clarified
6.10	Though the sale deed was registered initially by SRO under document no 5029 of 2014 there has been a demand from registration authorities for Rs.346,252/- towards shortfall in registration charges which remain still unpaid. Consequently Sale Deed in Original is stated to be retained by SRO. The fact of such happening had not been disclosed in any of AFS from FY 2014-15 to FY 2016-17. Please explain for such non-disclosure.	Yet to be clarified
7	**Reclassification of Current assets to Fixed Assets (FA) & Revaluation of FA**	
7.01	Management had adopted 'principle of discontinued operations' (AS16) while authenticating financial accounts for FY 2016-17. Accordingly loss from discontinuing operations was declared	Technically evaluated valuation report for the revaluation of the project under work in progress as required by Transaction

	at Rs.12.12crores. In the process, inventory valuing Rs.30.91crores after reclassification to fixed assets was revalued at Rs.135.08crores. It is stated that the revaluation was done as per AS10. But for the revaluation accounted net worth of the company as on 31/03/2017 would have been **Negative Rs.59.35crores** against (+) Rs.75.73crores as shown in the Balance Sheet. I am of the opinion that the underlying assets do not fulfill criteria of definition of Property, Plant & Equipment in accordance with AS10. Further, the Management is under obligation to apply principle of 'impairment of assets' on fixed assets to maintain fair and proper disclosures which was not done. Therefore I opine that the Management had erred in reclassification of inventory into fixed assets. Please provide documentary evidence to substantiate your action.	Auditor – yet to be furnished
7.02	Please arrange to furnish your working towards revaluation. The guideline rate adopted by the management was Rs.4,750/- per Sq ft. Govt had reduced the guideline rate to Rs.3,182/- per Sq ft with effect from 09/06/2017. AFS for FY 2016-17 was authenticated on 02/08/2017. We feel the management, to be fair in disclosure, could have adopted rate of Rs.3,182/- on the principle of events occurring after the balance sheet date. Please clarify as to why higher rate was considered for revaluation purposes.	Technically evaluated valuation report for the revaluation of the project under work in progress as required by Transaction Auditor – yet to be furnished
8	**Inventory, Land Registration and Approval Expenses:**	
8.01	As per audited accounts for 14 month period ended 31/03/2013 value of inventory is stated as Rs.30.44crores. In absence of books of accounts, particularly ledger accounts, for the 14 month period ended 31/03/2013 I worked out break-up details for the stated value of inventory with available records. I could not get documented details for Rs.7.04 Crores. My workings:-	Breakup details for Rs.7.04 crores with supporting documents as required by Transaction auditor – yet to be furnished

	Details	Amount (Rs. in Crores)	
A	Cost of Land Extent of 4.91 acres.	4.86	
B	Registration Expenses of 4.91 acres of Land.	0.18	
C	Cost of Land Extent of 1.91 acres.	17.00	
D	Registration Expenses of 1.91 acres of Land.	1.36	
E	**Break-up Details – Not ascertainable.**	**7.04**	
F	Total – Value of Inventory as on 31/03/2013.	30.44	
G	Kindly provide break-up details for Rs.7.04 Crores with supporting documents.		
9	**Certain Payments from Investor Contribution:**		
9.01	Supporting documents are not available in respect of following payments made out of contribution received from the investor during March & April, 2012 for purposes of land registration, getting approvals for project and incurring preliminary and/or pre-operative expenses.		
	Vr Ref & Payment date- Paid to		
A	SBI Vr no 3 dt 9/3/12 – Actual payment on 30/3/12. Paid to Hallmark Infrastructure P Ltd (Holding Company) (HIPL) – For Approvals.		All the registration expenses were incurred through related parties prior to induction of FDI investor nominees to the Board. Though authorized by shareholder agreement as the expenses were incurred through (not directly) related parties written approval from FDI investor is required for all the expenses. The related documents as required by the Transaction Auditor – yet to be furnished
B	SBI Vr no 6 dt 30/03/12. Paid to Mr. Kamalkumar (Related) – land Registration.		Will be perused on resubmission of the papers – yet to be furnished

C	31/03/12-Direct Transfer to Bank. Paid to HIPL - Pre-incorporation expenses – Based on Board Resolution dt 25/2/12 – Before induction of investor nominees to the Board.	Letter which could be recognized taken as appropriate document –yet to be furnished
D	SBI Vr no7 dt 17/4/12. Paid to Deepak Electric Corporation (Related) – Govt Approvals.	Payee is a related party. Supporting documents for payments to outsiders by the related party – yet to be furnished
E	SBI Vr no 5 dt 17/4/12 Paid to HIPL – For Approvals .	Letter which could be recognized taken as appropriate document – yet to be furnished
10	**Preliminary & Pre-operative Expenses:**	
10.01	Company had accounted Rs.95lacs as Preliminary & Pre-operative expenses. Normally year-end balance in such account is amortized over the years as per Board's decision. In the instant case Balance Sheet as on 31/03/2013 did not disclose any carry over balance. This means the balance had been expensed off fully within that year or added to any other asset with carried over balance. Please inform the asset group head under which these expenses were merged.	Break-up details of preliminary & pre-operative expenses and the Grouping under which the accounts were squared off in the Audited Financial Statements as on 31/3/2013. These details & documents as required by Transaction Auditor – yet to be furnished
11	**Professional &Consultancy Charges, Travelling expenses etc:**	
11.01	HIPL, holding company had claimed Rs.5 lacs per month + service tax towards project monitoring expenses (PMC) for 43 months from Feb 2012 to Sep, 2015 aggregating to Rs.240.80lacs of which Rs.29.77 lacs remained unpaid as on 26/9/17. This unpaid balance was transferred to the credit of current account of HIPL. In effect HLSPL had paid Rs.211.10 lacs towards PMC. Payment towards project monitoring is in contrast to approval through shareholders' agreement whereby HIPL would be paid Rs.5lacs per month towards reimbursement of administrative expenses. Please clarify the deviation.	As per shareholder agreement Rs.5 lacs per month is payable to HIPL towards compensation for administrative functions. However, the claim from HIPL was for Project Monitoring Charges. Written approval from the FDI investor is required for the deviation in nature of claim. Related documents as required by Transaction Auditor– yet to be furnished

11.02	In addition, HIPL had claimed Rs. 527lacs plus service tax of Rs.65.14 lacs aggregating to Rs.592.14lacs during FY 2012-13 towards consultancy charges for facilitating and getting various approvals as per arrangement as per HIPL letter dt 10/04/2012. The claims were made based on rate per sq ft for 8,50,000 sq ft through 6 debit notes beginning from dated 01/12/2012 and ending up with 22/03/2013. Rate per sq ft varied from each debit note. Such expenses/payments were not considered in the shareholders' agreement. Approval of the Board after induction of nominee directors of the investor was not available for such expenses/payment. The stated letter dt 10/04/2012 was also not available from the records verified at the office of the Liquidator. Please clarify the nature of claim as well as date of approval of the Board for such claim. Please furnish consent in writing from the investor for accepting such claim made by HIPL, the holding company as per requirement stipulated in shareholder agreement {clause 13(x)}.	Approval by Board was prior to induction of nominee directors to the Board. Again payment to one of the sponsors and the holding company. Several payments had been paid to related parties for the same purposes on different occasions. Written approval of FDI investor for the whole of transaction is required. Related documents as required by Transaction Auditor – yet to be furnished
12	**Travelling Expenses:**	
12.01	On 31/3/2015 Rs.206843/- was credited to Hallmark Capital P Ltd (HCPL) through Journal Vr no 588 towards reimbursement of travelling expenses. No supporting documents are available to the journal entry accounted. Please provide details such as date of travel, purpose of travel, names of persons travelled and other details with justification of crediting associate company.	Full back up vouchers together with written approval of FDI investor as the expenses are claimed by affiliates. Related documents as required by Transaction Auditor – yet to be furnished
12.02	Travelling expenses of Rs.2,13,675/- was credited to Alliance International Tours & Travels through a J Vr no 511 dt 27/3/15 based on statement of account received from travel agency. Noted from the statement of account the expenses are for the travels undertaken by the executives of Colliers International (India) Property Services P Ltd, (inspection agency of the project) during the period between April 2014 and March, 2015. Please clarify as to why the expenses were not	A note clarifying the reasons for which third party expenses are borne by the company (HLSPL). Related documents as required by Transaction Auditor – yet to be furnished

	debited to the inspection agency and recover from the fees payable/paid.	
13	**Claim towards Interest by Hallmark Infocity P Ltd:**	
13.01	Aggregated interest claim of Rs.5.19 crores is claimed as payable to Hallmark Infocity P Ltd up to 21/09/2018 towards an inter-corporate loan of Rs.3.50 crores availed from the associate company during FY 2014-15. Rate of interest charged was 36% p.a. The rate is to be considered as usurious comparing to market rate for such loans. Please substantiate.	Cost of borrowing prevalent at that point of time evidenced by quotes received from prospective lending institutions together with copies of quotes received are required. Related documents as required by Transaction Auditor – yet to be furnished
14	**Claim towards Interest by Holding & Associate Companies**	
14.01	Claims by HIPL & Hallmark Capital P Ltd towards interest are found to be on current account balances which reflect underlying transactions of non-financial in nature. In terms of shareholders' agreement prior written consent of the investor is necessary for any transactions between HLSPL and the sponsors or their affiliates. I did not come across any such written consent or any other document or terms of understanding evidencing charging of interest. In absence of any such valid contract in relation to charging of interest the transaction shall be viewed as abnormal and construed as driven to the benefit of the parties involved in the transaction. Please inform as to how the same is an eligible claim under Insolvency Bankruptcy Code, 2016.	Prior approval from Board for converting current account balances to loan accounts and the rate of interest chargeable on such balances. Related documents as required by Transaction Auditor – yet to be furnished
15	**Bunched Accounting:**	
15.01	Noted that HLSPL had accounted 97 journal entries all dated 31/03/2015 at one go. All the entries are in the nature of adjustment entries which under normal circumstances could have been accounted from time to time as when the activity happened. Please clarify as to why the accounting was carried out on the last day of the year FY 2014-15. Please also explain as to how the periodical financial statements which would have been submitted before the Board would have disclosed true and fair view of the financial affairs of the company without accounting these	A note from Management clarifying the reasons for accounting substantial adjustment entries through journal vouchers on the last day of the financial year. Related documents as required by Transaction Auditor – yet to be furnished

	entries from time to time.	
16	**Accounting of Model Flat Cost:**	
16.01	J Vr no 526 dt 31/3/2015 for Rs.745,694/- was found to be towards accounting cost of model flat. Credit was given to HIPL. No supporting document was available. This transaction was not included in the related parties' transaction for that year. Please clarify.	List of expenses incurred with break-up for constructing model flat with written approval from FDI investor for routing the expenses through holding company cum sponsor. Related documents as required by Transaction Auditor – yet to be furnished
17	**Authentication of Financial Statements:**	
17.01	After induction of representatives of the investor into Board the audited financial statements for FY 2013-14 & FY 2014-15 were authenticated by two directors, each one of them representing investor and sponsors group. However, the AFS for FY 2015-16 & FY 2016-17 were authenticated only by two directors representing sponsors group who were also close relatives. Please explain as to how this decision of the Board had not violated the shareholders' agreement with the Investor.	Acceptance letter from FDI investor authorizing authentication of accounts for the two years by directors representing sponsor group only as this action is not in terms of shareholder agreement. Related documents as required by Transaction Auditor – yet to be furnished
18	**Change of Statutory Auditor:**	
18.01	There was a change in the Statutory Auditor for FY 2015-16 & FY 2016-17. In terms of shareholders' agreement prior written consent of the investor is required for such a change. Please furnish a certified copy of the same.	Prior approval in writing from FDI investor for a change in Statutory Auditor, as stipulated in shareholder agreement. Related documents as required by Transaction Auditor – yet to be furnished

OTHER DETAILS REQUESTED BY THE APPLICANT WHICH ARE SOUGHT FROM THE RESPONDENTS AS REFERRED ABOVE;-

Item S. No.	Details/Documents required by the Liquidator from ex promoters as on date	Documents to be received from the ex promoters as on date
1	Pending Statutory Due list (including Govt)	Documents viz. Notices & Show cause notices and reply letters yet to be received and other supporting documents to be provided to verify statutory due list.
2	1.Hallmark Infrastructure Pvt Ltd, Unsecured loan @ 16% availed Rs.11,72,98,834/-. 2.Hallmark Capital Pvt Ltd, Unsecured loan @16% - Rs.16,49,137/-	Supporting documents are yet to be received Supporting documents are yet to be received

3	Fixed Assets & Liability	Supporting documents viz. Invoice, Correspondence and related - yet to be received
4	Debtors List as on 26.09.2017	Supporting documents viz. invoices, correspondence, any agreements / work order – yet to be received
5	Stocks and Inventories	Supporting documents viz. Invoice and other related documents– yet to be received
6	Customer booking forms	Customer Booking Forms yet to be received
7	Details of extortionate credit transactions / preferential transactions / undervalued transactions made with any person within the period of one (1) year preceding the Insolvency Commencement date & also such transaction made with a related party within the period of Two (2) years preceding the insolvency Commencement date.	No records provided to the clarification sought by Transaction Auditor Mr. Krishnamurthy R. Neither provided any details nor provided clarification as the same to Transaction Auditor
8	Year wise break additions/ diminutions in the value of fixed assets for the last five years, if any.	Year wise breakup and Supporting documents/details – yet to be received
9	Break-up of other unsecured loans -i. Fixed deposits ii. From banks in respects of Bills discounted iii. Deferred payment.	Details of unsecured loans availed under fixed deposits/ from bank/ under deferred payment – yet to be received
10	Advances & Deposits documents.	Supporting documents for Advances & Deposit (ex: Electricity Board Deposit) – yet to be received
11	Intangible Assets details, if any	Yet to be received
12	Cash Book and related back up papers.	Cash Book/Day Book along with invoices and Vouchers from FY 2012-13, 2013-14, 2014-15, 2015-16 – yet to be received
13	Withheld retention money released to/by clients from 2012-2017.	Details available for retention of L&T and other Contractors – yet to be received
14	Audited Tally Backup For the year - 2011 - 12 / 2012-13 / 2013-14 / 2015-16.	Tally software copies received for these years do not tally with Financial Statements of respective years given by ex promoters.

4. It is stated that right from September 2017 till date, the Liquidator was in continuous communication and requesting details / records, but the Respondents have not disclosed fully nor provided the pending details.

It is stated that the Applicant has received notice dated 07.03.2026 from Additional Chief Metropolitan Court, Chennai in connection with the Criminal case filed by CBI/ACB/Chennai *CC.No.2991 of 2024 in RC No.17/A/2023 against A1-M/s. Hallmark Living Space Pvt Ltd and 5 others*. It is stated that the details and documents requested by the Applicant are vital and the same have to be produced before the Court as a witness.

5. During the hearing on 06.07.2026, Respondents reiterated what they had stated earlier. They stated that there is a possibility that some of the documents might be in the office of the Corporate Debtor which is in occupation of the Liquidator. They can assist the Liquidator in locating the documents. Respondents were directed to file reply point by point supported with an affidavit. On the no objection given by the Liquidator, this Tribunal fixed the date of 07.07.2026 at 12.00 noon for the visit to the office of the Corporate Debtor for locating the documents.

6. The Respondents filed an affidavit vide Sr. No. 3196 dated 17.07.2026 stating that they have consistently extended their cooperation and furnished the documents and information available with them. They

never obstructed the Liquidator in the discharge of their duties. It is stated that the liquidation proceedings are going on since 2018 without any progress. The Liquidator in order to cover up delays and defaults has been blaming the Respondents who have given fullest cooperation at all times. The Liquidator has filed three applications under Section 19 of IBC seeking cooperation. At all times, they cooperated and handed over the documents and records available with them. Since 2018, the Liquidator is in possession of the office premises of the Corporate Debtor where all records are kept. Instead of going through the same and culling out the necessary details, he has filed the applications again and again. They have provided the details / clarifications through mails dated 14.11.2017, 01.03.2018 and 03.03.2018 containing the particulars relating to approvals, land details, NOC and other authorizations, tally data and login credentials etc.,. With the letter dated 15.03.2021, they had submitted additional documents, files and electronic data in the form of tally records through a pendrive. They also responded to the queries and details sought by the Applicant. They made the Liquidator known that they are not in possession of any other documents apart from those already furnished by them.

7. The Liquidator submitted a report vide Sr. No. 3218 dated 17.07.2026 wherein he reiterated what he stated in the application. It is stated that the premises where the Corporate Debtor is situated is on a rented space. The Respondents had not taken any prior permission from the owner.

8. On 20.07.2026, the Liquidator stated that though the Respondents had visited the office, but no documents were handed over. There was non-cooperation from both the Respondents. In the premises, four Companies are operating.

9. On 20.07.2026, the Respondents again reiterated that whatever the documents Respondents had have been handed to the Liquidator and they do not have any other documents.

10. We have heard Ld. Counsels for the parties and perused the record.

11. CIRP in the present case was initiated on 26.09.2017. The liquidation order was passed on 17.08.2018.

12. Section 19(2) & 19(3) of IBC provide that where any personnel of the Corporate Debtor, its Promoter or any other person required to assist or

cooperate with the IRP does not assist or cooperate, the IRP may make an application to the Tribunal for necessary directions. The Tribunal on receiving an application shall by an order direct such personnel or other person to comply with the instructions of the RP and to cooperate with him in collection of information and management of the Corporate Debtor. Section 35 of IBC defines powers and duties of the Liquidator which includes to take into his custody or control all the assets, property, effects and actionable claims of the Corporate Debtor, to obtain any professional assistance from any person or appoint any professional in discharge of his duties, obligations and responsibilities, to investigate the financial affairs of the Corporate Debtor to determine the avoidance transactions and to apply to the Tribunal for such orders or directions as may be necessary for the liquidation of the Corporate Debtor and to report the progress of the liquidation process in a manner as may be specified by the Board.

13. In the instant case, during the process, the Liquidator had sought for the details / documents by filing MA/100/2021 and this Tribunal vide an order dated 20.11.2023 after hearing the Counsel who submitted that whatever the documents Respondents had, have been handed over to

the Liquidator and still they are willing to cooperate, directed the Applicant / Liquidator to collect the documents which are available and relevant from the Respondents. When the Liquidator did not receive the requisite documents, he filed an application IA/406/2024 which application was dismissed vide an order dated 25.07.2024 with the observations that the Liquidator instead taking direction has been seeking compliance of the order. The Liquidator then filed Cont. P. / 12 / 2024. During the hearing on 03.11.2025, it was submitted by the Respondents that whatever the documents were in their possession have been given to the Liquidator. They have no other documents to be given to the Liquidator. However, the Respondents are ready to cooperate with the Liquidator. Similar submission was made on behalf of Respondent No. 3 and 4. Considering the submissions, the Cont. P / 12 / 2024 was closed. Thereafter, this application IA/805/2026 has been filed seeking the similar relief alleging that the Respondent have not complied with the directions. The Respondents in the affidavit again reiterated that whatever the documents they had, have been supplied to the Liquidator. Still, they are willing to cooperate. The Liquidator was also permitted to visit the office premises in relation to the documents.

The Respondents have also filed affidavit dated 17.07.2026. It is not the case that the Respondents have not cooperated with the Liquidator. Record shows that they have provided the documents, files and electronic data in the form of tally records through a pendrive. The transaction audit was also conducted on the basis of which the Applicant / Liquidator filed the PUFE applications. Already more than eight years have elapsed, but till date the liquidation process has not been completed, though as per the IBC, it is a time bound process.

14. It is beyond our comprehension how the documents as sought for in the present application have relevance in completing the liquidation process which is pending for more than eight years. The Respondents have already given an undertaking / affidavit reiterating that that they do not have any other documents / information to furnish. They also visited with the Liquidator to the office where other offices have been functioning.

15. Considering the above, we are not inclined to give any further direction on the application. The application IA(IBC)/805(CHE)/2026 is

dismissed with directions to the Liquidator to complete the process on the basis of the information available with him.

Sd/-	**Sd/-**
VENKATARAMAN SUBRAMANIAM	**SANJIV JAIN**
MEMBER (TECHNICAL)	MEMBER (JUDICIAL)