IN THE NATIONAL COMPANY LAW TRIBUNAL, BENGALURU BENCH

[Through Physical hearing/ VC Mode (Hybrid)]

ITEM No.10
IA(IBC) 998/2025
IA(BC)(Plan) 01/2026
IA (IBC) 327/2026, 759/2026
CP(IB) No. 72/BB/2021

IN THE MATTER OF:

M/s Ace Enviro Tech Pvt Ltd … Petitioner
Vs.
M/s Tarun Realtors Pvt Ltd … Respondent

Petition under Sec 9 of I&B code 2016

Order delivered on: 21.08.2026

CORAM:
SHRI SUNIL KUMAR AGGARWAL
HON'BLE MEMBER (JUDICIAL)

SHRI RADHAKRISHNA SREEPADA
HON'BLE MEMBER (TECHNICAL)

COUNSELS PRESENT:

For the RP : Adv. Abhishek Sriram
For IA 327 & 759/2026
Advocates for applicant : Mrs. Sunayana Basu Mallik & Mr. Arfatul Azam,

ORDER

1. Heard Ld. Counsels for parties.
2. **IA (IBC) (Plan) 01/2026 is approved**, vide separate order.
3. **IA (IBC) 327/2026 is dismissed** vide separate order and **IA (IBC) 759/2026 is taken on record and considered with IA (IBC) 327/2026**.
4. List the matter on 08.10.2026 for further proceedings.

-Sd-
RADHAKRISHNA SREEPADA
MEMBER (TECHNICAL)

-Sd-
SUNIL KUMAR AGGARWAL
MEMBER (JUDICIAL)

Jones

IN THE NATIONAL COMPANY LAW TRIBUNAL, BENGALURU
(Exercising powers of Adjudicating Authority under
The Insolvency and Bankruptcy Code, 2016)

I.A. No. 327/BB/2026 & IA 759/2026

in

C.P. (IB) No. 72/BB/2021
(filed under Section 60 (5) of the Insolvency & Bankruptcy Code, 2016
read with Rule 11 of the National Company Law Tribunal Rules, 2016)

IN THE MATTER OF:

R MALL DEVELOPERS PRIVATE LIMITED
R City Mall, 3rd Floor, Mall Management Office,
146 CTS No. 166/1 to 23 of Village Ghatkopar,
LBS Marg, Mumbai, Maharashtra-400086 …Applicant

Versus

1. **Mr. Bhuvan Madan**
   Resolution Professional of Tarun Realtors Private Limited
   A-103, Ashok Vihar Phase-3
   (Behind Laxmi Bai College) New Delhi,
   National Capital Territory of Delhi, 110052. … Respondent No.1/RP

2. **Committee of Creditors**
   Of Tarun Realtors Private Limited,
   No. 41, Vittal Malya Road,
   Bangalore, Karnataka, India- 560 001. ..Respondent No.2

IN THE MAIN MATTER OF:

ACE ENVIRO TECH PRIVATE LIMITED
Basava Sadana No.117,
3rd Floor Coles Road,
Fraser Town Bangalore-560005 …Petitioner/ Operational Creditor

Versus

TARUN REALTORS PRIVATE LIMITED
No.4l, Vittal Mallya Road,
Bangalore-560001 ….Respondent/ Corporate Debtor

Order Delivered on: 21.08.2026

Coram: Shri Sunil Kumar Aggarwal, Hon'ble Member (Judicial)
Shri Radhakrishna Sreepada, Hon'ble Member (Technical)

COMMON ORDER

I.A. No. 327/BB/2026

1. This Interlocutory Application has been filed on 11.04.2026 under Section 60 (5) of the Insolvency & Bankruptcy Code, 2016 ("IBC/Code") read with Rule 11 of NCLT Rules, 2016 by **R MALL DEVELOPERS PRIVATE LIMITED**, ("Applicant") Unsuccessful Resolution Applicant in the CIRP of the Corporate Debtor, under Section 60 (5) of the Insolvency & Bankruptcy Code, 2016 ("IBC/Code") read with Rule 11 of NCLT Rules, 2016 against the Respondents for following reliefs: -

   a. *Admit and allow the present Application.*
   b. *Set aside the decision of the Respondent No. 2/CoC arrived pursuant to the meeting dated 18/02/2026 and its 23rd CoC Meeting held 19/02/2026 in its entirety including decision of CoC rejecting and Applicant's Resolution Plan and allegedly approving the Resolution Plan of the Successful Resolution Applicant;*
   c. *Pass an order rejecting the I.A filed by Respondent No.1 for approval of resolution plan of the Corporate Debtor;*
   d. *Direct the CoC/Respondent No.2 to reconsider the Applicant's Resolution Plan on merits following procedures set out in the Code and Regulations;*
   e. *Direct the CoC/Respondent No.2 to provide an opportunity to the Applicant to submit a revised resolution plan increasing the proposed amount in resolution plan to be submitted by the Applicant.*
   f. *Direct the CoC to provide all the documents for diligence and further provide time of 14 (Fourteen) days to submit the revised Resolution Plan enhancing the amount proposed in resolution plan.*
   g. *Pass any order(s) which this Hon'ble Adjudicating Authority may deem fit considering the facts and circumstances of the case.*

INTERIM RELIEFS:

a. *Pending the hearing and final disposal of the application the Hon'ble Tribunal may be pleased to pass an order restraining the Respondent No.1 and No.2 from taking further steps and actions towards conclusion of the CIRP of the Corporate Debtor;*
b. *Pending hearing and final disposal of this application pass an order keeping I.A.(Plan) 1/2026 filed by Respondent No.1 for approval of resolution plan of Corporate Debtor in abeyance;*
c. *Pending hearing and final disposal of this application, the Hon'ble Tribunal may be pleased to stay the effect, operation and implementation of the alleged decision of the CoC in meeting dated 18/02/2026 and its 23rd CoC Meeting held 19/02/2026 and any other subsequent meetings or proceedings in connection thereto;*
d. *Pending hearing and final disposal of this application, pass order directing production of:*
    i. *Minutes of all the meetings of CoC /Respondent No.2 in which resolution of the Applicant and the successful bidder was discussed:*
    ii. *Discussion and/or scoring on evaluation matrix of Respondent No.1 and Respondent No.2 of the corporate debtor for all the resolution applicants.*
e. *For ad-interim and interim relief as prayed for in prayer (h) to (k);*
f. *Pass necessary orders as the Hon'ble Tribunal may deem fit towards the reliefs as sought by the Applicant.*
g. *Pass any order(s) which this Hon'ble Adjudicating Authority may deem fit considering the facts and circumstances of the case.*

IA 759/2026

2. This Interlocutory Application was filed on 29.07.2026 by **R MALL DEVELOPERS PRIVATE LIMITED**, ("Applicant") under Order VII Rule 14 Of the Code of Civil Procedure, 1908 read with Rule 11 and Rule 131 of NCLT Rules, 2016 against the Respondents for following reliefs:-

A. *Applicant therefore seeks leave of this Hon'ble Tribunal to place the following additional documents on record, as they are material, relevant and necessary for the proper adjudication of the present proceedings:*
    a. *Copy of the email correspondence exchanged between the Applicant and Respondent No. 1 dated 12.02.2026 and*

13.02.2026, along with the response received from Respondent No. 1.

b. *Certified copy of the Plaint in Com. OS 848 of 2025 filed by Chiron Lifescience Private Limited.*
c. *Certified copy of the list of documents filed in Com OS 848 of 2025 before the Hon'ble Commercial Court, Bengaluru;*
d. *Certified copy of I.A. No. II to IV filed by the Plaintiff in Com OS 848 of 2025 before the Hon'ble Commercial Court, Bengaluru along with the affidavit in support;*
e. *Copy of the online order from the High Court of Karnataka in WP No. 29821/2025;*
f. *Copy of the Web Order dated 03.05.2025 passed by the Hon ble Principal City Civil and Sessions Judge, Bengaluru in OS 3297/2025 filed by Saha Infrastructures Private Limited*
g. *Copy of the E-Courts status in OS 3297/2025 filed by Saha Infrastructures Private Limited;*
h. *Certified Copy of the Plaint in OS 3297/2025 filed by Saha Infrastructures Private Limited;*
i. *Certified copies of the IA No. I to IV in OS 3297/2025 filed by Saha Infrastructures: Private Limited;*
j. *Certified copy of the IA for Plan (3 Volumes) filed by the RP before this Hon'ble Bench;*

3. Brief Common facts of the applications are given hereunder

a. The Corporate Debtor was admitted, into Corporate Insolvency Resolution Process ("CIRP") vide order dated 20.07.2023 and Mr. Venkata Subbarao Kalva was appointed its Interim Resolution Professional ("IRP"). Subsequently, vide Order dated 09.12.2024 in IA 916/2024 Sh. Ravi Shankar Devarakonda was appointed as Resolution Professional of the Corporate Debtor replacing Sh. Venkata Subbarao Kalva.

b. Thereafter, vide order dated 13.11.2025 in IA 949/2025, Mr. Bhuvan Madan was appointed as the Resolution Professional ("RP").

c. The initial Form-G inviting Expressions of Interest ("EOIs") was issued to which addendum dated 12.12.2024 and 10.01.2025 were issued, extending the last date for submission of EOIs to 17.01.2025. Pursuant

thereto, a provisional list of 28 Prospective Resolution Applicants ("PRAs") was issued on 27.01.2025, which included the present Applicant. RP-1 thereafter issued the Request for Resolution Plan ("RFRP") dated 13.02.2025.

d. Subsequently, upon change of the Resolution Professional, the Committee of Creditors ("CoC"), in its 16th meeting held on 27.11.2025, resolved to annul the earlier Resolution Plan process and the invitations for EOIs without communicating any reasons. Thereafter, a fresh Form-G was issued on 30.11.2025, incorporating substantially revised and more stringent financial and technical eligibility criteria.

e. Under the revised process, the eligibility requirements were enhanced, inter alia, by increasing the refundable deposit from ₹25 lakh to ₹5 crore, the EMD from ₹5 crore to ₹50 crore and the Performance Bank Guarantee from ₹50 crore to ₹200 crore, the tangible net worth requirement from ₹200 crore to ₹500 crore and the assets-under-management requirement for Category-II financial investors from ₹500 crore to ₹2,500 crore. For the first time, a specific technical eligibility criterion requiring demonstrable experience in retail real estate, particularly development or management of at least one million square feet, was also introduced.

f. Pursuant to the revised Form-G, a fresh provisional list of five PRAs, including the Applicant and four other companies, was issued on 23.12.2025. The Applicant thereafter submitted its initial Resolution Plan on 30.01.2026, proposing an amount of ₹300 Crores and furnishing the requisite EMD of ₹50 Crores. The Applicant's Plan was thereafter revised on several occasions in response to observations/comments of the RP and CoC.

g. On 31.01.2026, a meeting was held in relation to submission of the soft copy of the Resolution Plan, during which the Applicant expressed its willingness to improve its financial proposal. Preliminary observations were communicated by the RP on 06.02.2026, pursuant to which the

Applicant submitted revised/redline versions between 09.02.2026 and 13.02.2026. On 14.02.2026, further comments of the CoC were communicated and the Applicant was requested to submit a final signed version by 16.02.2026. The Applicant sought seven days' extension to submit a more robust and value-maximising Plan, which was declined.

h. Thereafter, in the 22nd meeting of the CoC held on 17.02.2026, certain missing mandatory formats/documents were identified and the Applicant was granted a final cure period. The Applicant states that it complied with the requirements and submitted the corrected/final Resolution Plan and requisite documents by 6:00 p.m. on 18.02.2026.

i. The 23rd meeting of the CoC was held on 19.02.2026, wherein the Applicant's final Resolution Plan was discussed and put to vote. The Applicant alleges that it was not invited to participate in the said meeting and by email dated 25.02.2026, was informed that its Resolution Plan has not been approved by the CoC.

j. The Applicant having participated in the resolution process pursuant to the fresh Form-G and submitted its Resolution Plan along with the requisite EMD and subsequent revisions, is aggrieved by the manner in which its Resolution Plan was considered and rejected by the CoC. The principal grievance is that the process adopted by the RP and the CoC was not fair, transparent or in accordance with the provisions of the Code and the Regulations, and the Applicant was denied a meaningful opportunity to present, clarify, revise and enhance its Resolution Plan before the same was put to vote.

k. The entire decision-making process was vitiated by lack of transparency, fairness and non-discrimination. The Applicant contends that, despite having complied with the requirements communicated by the RP within the stipulated time, it was not afforded an opportunity to be present or express its views when its Resolution Plan was discussed and voted upon by the CoC. The Applicant was subsequently informed only by email

dated 25.02.2026 that its Resolution Plan has not been approved by the CoC.

l. The RP failed to furnish the Applicant with relevant information necessary for formulation of an informed Resolution Plan. In particular, the details relating to the valuation/Fair Value and Liquidation Value of the Corporate Debtor were not shared with it, thereby preventing it from making an informed assessment of the commercial viability of the Corporate Debtor and from modifying or enhancing the financial proposal contained in its Resolution Plan.

m. The Applicant alleges violation of Section 29 of the Code, as relevant information concerning several pending litigations affecting the clear title and marketability of the assets of the Corporate Debtor was not furnished to it while preparing the Information Memorandum and information relating to various proceedings, including pending writ petitions, SLPs, civil revision proceedings and suits, was not adequately brought to its notice, thereby affecting its ability to properly assess the assets and formulate its Resolution Plan.

n. Under Regulation 39(3), the Resolution Plans are required to be evaluated in accordance with the evaluation matrix and having regard to their viability and feasibility. The Applicant's Resolution Plan was not evaluated and deliberated upon simultaneously with the Resolution Plan of the Successful Resolution Applicant and the Applicant was not informed of the meetings or provided an opportunity to address queries concerning the financial aspects of its proposal. The Applicant's final Resolution Plan was submitted only at 6:00 p.m. on 18.02.2026 and it is apprehended that the RP and the CoC may already have deliberated upon the competing Resolution Plan without its knowledge.

o. Despite the Applicant having crossed the eligibility threshold under Section 29A of the Code, it was not afforded an opportunity to make a presentation before the CoC in respect of its Resolution Plan. The

Applicant alleges that the RP did not intimate it regarding the CoC meetings and that, after receipt of its revised proposal, neither the RP nor the CoC sought clarification or held meaningful discussions with it concerning the financials, viability and feasibility of its Plan. Further the Applicant was not afforded an opportunity to participate in the 23rd CoC meeting held on 19.02.2026, when its Plan was discussed and put to vote.

p. The Applicant had proposed substantial funding under its Resolution Plan, including infusion of approximately ₹300 Crores within two days of submission of the Plan. The RP and CoC failed to properly consider its proposal for funding, including the proposed apportionment of funds towards the Operational Creditors and other Financial Creditors, the source of funds, treatment of secured and unsecured creditors, and the timelines proposed for implementation of the Plan.

q. The Applicant possesses substantial technical expertise and experience in the commercial mall sector, including experience in owning, operating and modernising commercial malls, as well as proposed global partnerships for construction, business operations and optimisation of infrastructure and spaces. These aspects, together with the financial proposal made by the Applicant, were not duly considered while evaluating its Resolution Plan.

r. The RP had prescribed 31.01.2026 as the last date for submission of Resolution Plans under the RFRP, whereas the date specified under Form-G was 11.02.2026, and the timelines were thereafter extended to the Resolution Applicants between 01.02.2026 and 18.02.2026 for execution of documents and compliance requirements. The Applicant contends that, during this period, it ought to have been afforded an opportunity to increase the financial proposal and revise or improve other components of its Resolution Plan. The failure to provide such opportunity resulted in the Applicant being denied a meaningful opportunity to present and

deliberate upon its Resolution Plan and to revise or enhance its commitments.

s. The CoC failed to communicate any reasons for rejection of its Resolution Plan. Although the Plan was discussed and voted upon in the 23rd CoC meeting, the Applicant was merely informed by email dated 25.02.2026 that it's Resolution Plan has not been approved, without furnishing any reasons for such rejection. The Applicant placed reliance upon the decision of the Hon'ble NCLAT in ***Rajputana Properties Private Limited*** vs ***Ultra Tech Cement Private Limited, IA No. 594/2028 in Company Appeal (AT) (Insolvency) No. 188 of 2018*** to submit that the CoC ought to record reasons, at least in brief, while approving or rejecting a Resolution Plan.

t. The Applicant has also placed reliance upon ***Kumar Aggarwal v. Sandeep Aggarwal, 2026 SCC OnLine NCLT 400***, to submit that the decision-making process of the CoC cannot be characterised as an exercise of commercial wisdom in the circumstances when such process is hasty, predetermined, arbitrary or perverse. The alleged failure to seek clarifications, denial of an opportunity to present the Plan, failure to consider the financial proposal and failure to provide an opportunity to revise or enhance the Plan demonstrate lack of transparency and proper application of mind.

u. Further, the CoC's commercial wisdom can operate within the framework of the Code only where the prescribed statutory procedure is duly followed and the non-disclosure of relevant information, failure to afford an opportunity to participate in the deliberations, non-consideration of the Applicant's financial proposal and failure to communicate reasons for rejection demonstrate that the decision-making process preceding the exercise of commercial wisdom was itself defective.

v. The Applicant accordingly submits that the decision of the CoC rejecting its Resolution Plan and approving the Resolution Plan of the Successful

Resolution Applicant be set aside, and the application filed by the RP seeking approval of the Resolution Plan be rejected. It further seeks a direction to the CoC to reconsider the Applicant's Resolution Plan on merits in accordance with the Code and prays that the CoC be directed to provide the requisite documents for due diligence and grant 14 days' time to submit such revised and enhanced Resolution Plan.

w. Pending adjudication of the present Application, the Applicant seeks interim reliefs restraining the RP and the CoC from taking further steps towards conclusion of the CIRP; keeping the application filed by the RP for approval of the Resolution Plan in abeyance; staying the effect, operation and implementation of the CoC decisions and any consequential proceedings; and directing production of the relevant minutes of the CoC meetings and the discussion/scoring on the evaluation matrix in respect of the Resolution Plans.

4. The Respondent No.1/Resolution Professional has filed his statement of objections on 20.05.2026 contending as under: -

   a. The Respondent No.1/RP opposed the Application and submitted that the same is frivolous, vexatious and intended to obstruct the CIRP. The Applicant, being an unsuccessful Resolution Applicant, is attempting to question the commercial decision of the CoC after its Resolution Plan had been rejected and this Authority cannot substitute its view for that of the commercial wisdom of the CoC.

   b. Relying upon the principles of commercial wisdom of CoC, the scope of judicial review in approval or rejection of a Resolution Plan is extremely limited. Reliance is placed, inter-alia, on ***K. Sashidhar v. Indian Overseas Bank & Ors.***, ***(2019) 12 SCC 150*** and the subsequent decisions including ***Torrent Power Ltd. v. Ashish Arjunkumar Rathi & Ors.***, ***2026 SCC OnLine SC 325*** to contend that the commercial decision of the CoC is ordinarily non-justiciable and that interference is permissible only on the limited grounds contemplated under the Code. The Applicant is, in

substance, seeking reconsideration of the commercial decision under the guise of alleging procedural irregularities.

c. With regard to the fresh Form-G and revised eligibility criteria, the RP submitted that the CoC was competent to annul the earlier resolution process and commence a fresh process by issuing a new Form-G with revised eligibility criteria. The increase in the EMD, Performance Bank Guarantee and other financial thresholds, as well as the introduction of the requirement relating to retail real-estate experience, are stated to have been undertaken pursuant to deliberations of the CoC with the object of attracting serious, credible and capable Resolution Applicants. The RP denied that such modifications were arbitrary, discriminatory or intended to favour any particular Resolution Applicant.

d. The allegation of any bias or favouritism towards the Successful Resolution Applicant ("SRA") has been refuted and it is stated that all Prospective Resolution Applicants were required to comply with the eligibility conditions and the requirements stipulated in the RFRP. The SRA had furnished the requisite documents/undertakings in support of its eligibility and failed to establish any differential or discriminatory treatment in the evaluation of the competing Resolution Plans.

e. On the allegation regarding withholding of information and deficiencies in the Information Memorandum, the RP submitted that relevant information required for formulation of the Resolution Plans had been made available to the Resolution Applicants through the Virtual Data Room ("VDR"), Information Memorandum and other communications issued during the process. The RP relied upon the records showing access to the VDR to contend that the Applicant had been provided adequate opportunity to conduct its independent due diligence in terms of RFRP and the RP could not be held responsible for matters which the Applicant ought to have independently verified.

f. The RP disputed the allegation that material information concerning the title, possession and pending litigations relating to the Mall had been withheld. Instead litigation-related updates and relevant documents were uploaded on the VDR from time to time and the same was accessible to the Applicant. The RP therefore asserted that the Applicant could not contend, at a belated stage, that it was prevented from assessing the assets of the Corporate Debtor or formulating its Resolution Plan.

g. The Applicant had been afforded sufficient time and several opportunities to submit, revise and cure deficiencies in its Resolution Plan. The Applicant had submitted its initial Resolution Plan on 30.01.2026 and thereafter revised it on several occasions pursuant to observations communicated by the RP & CoC and was repeatedly given opportunities to rectify deficiencies and furnish the requisite documents and formats, including during the 22nd CoC meeting held on 17.02.2026.

h. With regard to the Applicant's request for extension of time, the RP submitted that the same had been considered in the context of the statutory timeline governing the CIRP. It is contended that the request for a further seven-day extension was not accepted as the CIRP was already approaching the outer time limit and any further extension would have prejudicially affected the completion of the process. The decision was taken in the overall interest of the CIRP and cannot be characterised as arbitrary merely because the Applicant was not granted the extension sought.

i. The RP disputed the allegation that he had acted unilaterally in refusing extension of time. The timelines and opportunities granted to the Applicant were in accordance with the process approved by the CoC and the RFRP. The RP contended that his role was administrative and facilitative and that it could not rely upon isolated communications to allege that the RP had usurped the powers of the CoC.

j. On the Applicant's grievance regarding non-invitation to the 23rd CoC meeting, it is submitted that Section 30(5) of the Code provides that a Resolution Applicant *may* attend the meeting of the CoC in which its Resolution Plan is considered. The provision is permissive and does not confer an absolute right upon the Resolution Applicant to insist upon participation in every meeting or to require that the CoC consider the Resolution Plan only in its presence.

k. The Applicant had been given adequate opportunity to present and clarify its Resolution Plan during the resolution process. The fact that the Applicant was not present in the particular CoC meeting in which the Resolution Plans were put to vote has no bearing upon the validity of the decision of the CoC. Reliance is placed on the limited scope of Section 30(5) and the principle that the CoC is not required to afford repeated opportunities to an unsuccessful Resolution Applicant after completion of the prescribed process.

l. The RP denied that the Applicant's Resolution Plan was rejected in undue haste. The Plan had been under consideration and evaluation for a considerable period prior to the final voting. The Applicant had submitted its Plan on 30.01.2026 and thereafter participated in several rounds of discussions, revisions, clarifications and compliance. Thus, the contention that its Plan was evaluated for only a few hours before voting was factually incorrect and ignored the earlier stages of evaluation.

m. The RP also disputes the allegation that the Applicant was denied an opportunity to improve its Resolution Plan. It had already been permitted to submit revised versions and cure deficiencies and afforded multiple opportunities to comply with the requirements of the RFRP. The Applicant could not claim an indefinite right to revise or improve its financial offer merely because it was dissatisfied with the eventual decision of CoC. So far as the mandatory formats and documents are

concerned the requirements had been communicated to the Applicant sufficiently in advance.

n. The RP has opposed the Applicant's demand for production of CoC minutes, evaluation matrix, scoring and valuation-related material. Such material forms part of the confidential deliberative process of the CoC and cannot be claimed as a matter of right by an unsuccessful Resolution Applicant and the Applicant cannot seek disclosure of internal evaluation merely because its Plan was rejected.

o. The allegation that the two Resolution Plans were not considered simultaneously or on an equal footing, has been denied. Both Plans were processed in accordance with the RFRP and subjected to same evaluation framework. The he Applicant has failed to place any material showing that a different standard, timeline or degree of scrutiny was applied to the SRA and denied the allegation of bias, collusion or predetermined decision-making as the Applicant has not produced any cogent material or evidence establishing collusion between the RP, the CoC and the SRA.

p. The RP has raised objection to the Applicant's conduct after rejection of its Resolution Plan as it had accepted the return/refund of its EMD/Bank Guarantee without immediate protest and thereafter approached this Authority after a considerable period and such conduct reflects acquiescence and disentitles the Applicant from subsequently challenging the resolution process.

q. The Application has been filed after the Applicant failed to secure approval of its Resolution Plan and it therefore is an attempt to reopen a concluded commercial process. Permitting an unsuccessful Resolution Applicant to repeatedly challenge the process would defeat the time-bound nature of the Code and cause prejudice to the Corporate Debtor, its creditors and the SRA.

r. An Unsuccessful Resolution Applicant cannot seek to reopen the resolution process merely because its Plan was not accepted or because

the CoC exercised its discretion against the Applicant and no material irregularity, statutory violation, discrimination or mala fide conduct has been established by the Applicant and the allegations are raised only because it could not get through the process. It has therefore been prayed that the Application be dismissed and the decision of CoC, taken in exercise of its commercial wisdom in accordance with the Code be permitted to attain finality.

2. The Applicant has filed rejoinder to the objections of Resolution Professional contenting that:
    a. While denying the allegations and contentions raised by the RP, it is stated that the Application does not seek reconsideration of the commercial wisdom of the CoC, but challenges the procedural irregularities, statutory non-compliance and lack of fairness and transparency in the CIRP process. The principle of commercial wisdom of CoC cannot be invoked to shield material irregularities or statutory violations committed during the CIRP.
    b. The Applicant is a genuine and serious Resolution Applicant and has substantial experience in managing retail real estate assets. It had participated in the process in good faith and invested substantial resources, including an EMD of ₹50 Crore. The Application cannot be termed to be a strategic attempt to obstruct the CIRP and that the judgments relied upon by the RP, including ***Torrent Power Ltd. v. Ashish Arjunkumar Rathi*** and ***K. Sashidhar v. Indian Overseas Bank*****,** were distinguishable on facts and did not bar judicial scrutiny of material procedural irregularities.
    c. With regard to the revision of eligibility criteria and issuance of fresh Form-G, although the CoC may have the power to modify eligibility criteria, the increase of EMD from ₹5 Crore to ₹50 Crore and the Performance Bank Guarantee from ₹50 Crore to ₹200 Crore, coupled

with the truncated timeline, constituted substantial and arbitrary changes which had the effect of restricting participation. There was no material placed on record to show the financial or objective basis for such substantial enhancement. The Applicant also questioned the acceptance of the SRA despite the requirement of one million sq. ft. of retail real estate experience, contending that the SRA was essentially an investment/asset reconstruction entity without comparable direct retail real estate operational experience, whereas the Applicant possessed the requisite experience.

d. Further, its participation in the process and acceptance of refund of the EMD did not amount to waiver, acquiescence or estoppel. The refund was initiated by the RP after rejection of the Applicant's plan and did not extinguish the Applicant's right to challenge material irregularities in the CIRP.

e. Regarding non-disclosure/withholding of material information, the Applicant states that the information made available through the VDR and Information Memorandum was neither complete nor sufficient for meaningful due diligence. Specific deficiencies were alleged in relation to title documents, encumbrances, pending litigations and, particularly, the physical possession and rights over various portions of the Mall, including areas stated to be occupied by ***Saha Infrastructure Pvt. Ltd.*** and ***Chiron Lifesciences Pvt. Ltd***. These issues materially affected valuation and its ability to formulate a resolution plan. The RP had uploaded litigation-related information from time to time, demonstrating that Information Memorandum was not comprehensive at the relevant stage.

f. The financial information supplied by the RP was outdated, contending that the financial statement made available was as of 31.03.2019. The audited financial statements for the preceding two financial years and requisite provisional financial statements have not been furnished as

required under Regulation 36 of the CIRP Regulations. Absence of such material information affected not only the Applicant's ability to formulate its plan but also the CoC's ability to exercise its commercial wisdom on the basis of complete and relevant information.

g. On the issue of non-invitation to the 23rd CoC meeting, the Applicant submits that although Section 30(5) uses the expression may in relation to attendance of a Resolution Applicant, the Applicant ought to have been afforded a meaningful opportunity to present or clarify its position before the final voting on its plan. The plan was considered and voted upon in undue haste, particularly since the Applicant has submitted cure documents shortly before the meeting. Reliance has been placed upon ***Rajputana Properties Pvt. Ltd. v. Ultra Tech Cement Ltd, (LA. No. 594 of 2018 in Company Appeal (AT) (Insolvency) No. 188 of 2018)*** to contend that Resolution Applicants are not mere spectators and that the process of consideration of resolution plans must be transparent.

h. With respect to the refusal to grant extension of time, the request for a seven-day extension was made in the context of material information having remained outstanding. The RP and CoC could not fairly insist upon strict adherence to timelines while simultaneously failing to provide information necessary for meaningful due diligence. The 330-day period is not an inflexible bar in exceptional circumstances and a short extension could have been sought from this Authority, if required, for completion of a fair resolution process.

i. The RP has independently rejected an earlier request for a two-day extension without placing the request before the CoC and such conduct indicated that the RP had assumed an adjudicatory role, whereas his role is administrative and facilitative. Therefore, the RP had acted beyond his powers, resulting in material irregularity in the CIRP.

j. Regarding the evaluation matrix, scoring, CoC minutes and valuation material, even if such material may ordinarily be confidential, the same

could be examined by this Authority for determining whether the process was conducted in accordance with the Code and Regulations. The Applicant therefore sought production/examination of the relevant material and RP's reliance on confidentiality could not prevent judicial scrutiny of the process.

k. The allegation of unequal treatment and bias in the evaluation of the competing resolution plans has been reiterated. The SRA was permitted to satisfy the eligibility requirements on the basis of an undertaking claiming requisite real estate experience, whereas the Applicant was subjected to strict scrutiny. The Applicant therefore sought examination of the material on the basis of which the SRA was held eligible and compliant with the prescribed criteria.

l. The RP's contention that both resolution plans were considered simultaneously has been disputed as mere similarity in timelines did not establish equal treatment. There was no transparency regarding whether the same standard, scrutiny and flexibility were applied to both applicants and sought examination of the comparative evaluation and the reasons forming the basis for the selection of the SRA and although several requirements were communicated at different stages, additional documents and formats continued to be demanded immediately before the final submission, including beneficial ownership details, Section 32A affidavit and various prescribed formats. The Applicant submitted that it nevertheless complied with such requirements within the stipulated period, demonstrating its bona fides.

m. On the point of undue haste in rejection of the Applicant's plan, the Applicant submitted that its revised/final plan and compliance documents were submitted immediately before the voting meeting and that the CoC proceeded to consider and reject the plan within an extremely short period. The RP's reliance upon earlier stages of evaluation could not cure the prejudice caused by the lack of meaningful

consideration at the final stage, particularly when the Applicant had sought additional information and expressed willingness to enhance the value of its proposal.

n. The Applicant denied the allegation of delay, waiver or acquiescence and submitted that the challenge was necessitated by the absence of reasons in the communication rejecting its resolution plan. The Applicant could not have been expected to immediately challenge an opaque decision without first examining the circumstances and material surrounding the rejection.

o. Finally, the Application raising questions concerning procedural unfairness, unequal treatment, non-disclosure of material information, shifting compliance requirements, denial of meaningful opportunity for plan improvement and other alleged material irregularities, is maintainable. It is also a settled position that an unsuccessful resolution applicant has locus to file an application challenging the decision of plan approved by CoC. ***Vedanta Limited v. Bhuvana Madan and Others [IA No. 01/2026 In CP(IB) No. 330/ALD/2018]*** and Approved by the Hon'ble NCLAT in ***Vedanta Limited v. Bhuvan Madan and Others [Company Application (AT) (Ins.) No. 552 and 553 of 2026]***

p. It is reiterated that the applicant is not seeking substitution of the CoC's commercial wisdom but appropriate corrective directions on the ground that the commercial decision was preceded by an allegedly defective and procedurally irregular process. The Applicant is willing to enhance its resolution plan offer to ₹500 Crore, subject to receipt of the relevant information concerning the Corporate Debtor's assets, title and possession, and sought appropriate directions for reconsideration of the resolution plans/fresh process in the interest of fairness, transparency and value maximisation.

3. The Applicant has filed Written Arguments asserting that:

a. The refund of the EMD, relied upon by the RP to question the maintainability of the Application, does not operate as an estoppel. The Applicant had not independently sought refund of the EMD, but had furnished its bank details only pursuant to the RP's communication seeking the same, after rejection of its Resolution Plan.

b. On the alleged deficiencies in the Information Memorandum, the Applicant submits that the record produced by the RP itself indicates that the Information Memorandum was being updated on a piecemeal basis even after submission of the Resolution Plan. In particular, reliance is placed upon the document titled Information Memorandum as on 06.02.2026 to contend that the Information Memorandum made available when the Applicant submitted its plan, was incomplete. The RP's inability to obtain records from the erstwhile management, as evidenced by I.A. Nos. 671/2023 and 102/2025, could not absolve him of the statutory obligation to furnish relevant information to the Resolution Applicants and the subsequent withdrawal of I.A. Nos. 671/2023 and 102/2025 on 26.05.2026, establish that RP has not obtained the complete possession and control of the Mall or the records of the Corporate Debtor. Reliance is placed upon ***Bimalesh Bhardwaj & Ors. v. Value Infratech India Pvt. Ltd, 2021 SCC Online NCLAT 443*** in support of the contention that an Information Memorandum cannot be properly prepared without access to the relevant records and documents.

c. The Applicant was not afforded a level playing field in the CIRP and the plea of equal opportunity could not be sustained when the process itself was conducted contrary to the Code and the CIRP Regulations. The consideration of the SRA's Resolution Plan despite its alleged failure to satisfy the prescribed eligibility criteria shows material irregularity and collusion between the RP and the SRA.

d. Regarding the eligibility of the SRA, the undertaking relied upon by the RP did not specifically establish that the SRA possessed experience in

managing AUM of at least 1 million sq. ft. of retail real estate, as required under the revised Form-G and RFRP. The SRA's alleged experience in other asset classes could not be equated with the specific retail real estate experience prescribed by the CoC. The eligibility condition, having been incorporated by the CoC itself, could not be subsequently disregarded on the ground of commercial wisdom. The disclaimer contained in the RFRP would not absolve the RP or the CoC from complying with the mandatory provisions of the Code and the CIRP Regulations.

e. The concern regarding the possession and leasehold rights over approximately 35% of the Mall is genuine as the registered lease arrangements with Chiron Lifesciences Private Limited and Saha Infrastructures Private Limited were not shown to have been terminated. The RP did not produce any termination documents or otherwise demonstrated that the possessory or contractual rights of the said entities had been extinguished. The uncertainty concerning possession and leasehold rights materially affected the value of the Mall and, consequently, the formulation and evaluation of the Resolution Plans. Reliance has been placed upon ***Deepak Sakharam Kulkarni & Anr. v. Manoj Kumar Agarwal & Ors. Company Appeal (AT) (Insolvency) No. 63 of 2024*** to submit that third-party contractual or proprietary rights are not automatically extinguished merely because the concerned property forms part of the CIRP.

f. The Applicant's enhanced offer of **₹500 Crore**, as against the SRA's proposed resolution amount of **₹445 Crore**, assumes significance in the context of value maximisation. The Applicant has offered to improve its bid after obtaining clarity regarding possession and the leased portions of the Mall within time. Had there been clarity, the Applicant could have submitted a higher value-maximising proposal within the original process.

g. The Applicant lastly submitted that the plea of commercial wisdom cannot be invoked to sustain a decision founded upon violation of mandatory eligibility criteria and where the process is shown to suffer from material irregularities. This Authority is competent to examine such statutory non-compliance notwithstanding the commercial decision of the CoC. It is thus urged that the decision of the RP/CoC be set aside and appropriate directions be issued for reconsideration of the resolution process in accordance with the Code and the CIRP Regulations.

4. The RP has filed Written submissions on 10.08.2026 and stated that:

a. The Applicant, being an unsuccessful Resolution Applicant, has not alleged any violation of Section 30(2) of the IBC or demonstrated any material illegality warranting interference with the decision of the CoC; that the Applicant had voluntarily participated in the resolution process without demur and thereafter sought and accepted refund of its Bank Guarantee; that the approval of the Resolution Plan falls within the commercial wisdom of the CoC and cannot be reassessed by this Authority; and that the Applicant is bound by the terms of the RFRP.

b. The Respondent further reiterated that the restart of the resolution process has caused no prejudice to the Applicant; that all documents available with the Resolution Professional were uploaded in the Virtual Data Room and Information Memorandum; that the Applicant had sought additional information only at a belated stage; that Section 30(5) of the Code is permissive in nature and both Resolution Applicants had participated in the earlier CoC meetings; that the Applicant's request for extension of time had been placed before and consciously rejected by the CoC in view of the impending expiry of the 330-day period and that both Resolution Applicants had been provided a level playing field and evaluated on the same matrix. It was also reiterated that the SRA had furnished an undertaking regarding its requisite real estate sector experience and SRA

Resolution Plan was approved by the CoC in exercise of its commercial wisdom.

c. In addition, the Respondent submitted that during the course of the proceedings, the Applicant had sought to introduce certain new facts and contentions through I.A. No. 759/2026 and oral submissions, which were neither pleaded in I.A. No. 327/2026 nor in I.A. No. 759/2026. It has therefore been contended that such fresh facts and grounds could not be introduced at the stage of rejoinder or oral submissions and ought not to be considered. Reliance in this regard is placed upon ***Anant Constructions (P) Ltd. v. Shri Ram Nivas, (1994) SCC OnLine Del 615, S.K. Noorul Hassan v. Nahakpam Indrajit Singh, (2024) 9 SCC 353*** and ***Bachhaj Nahar v. Nilima Mandal, (2008) 17 SCC 491.***

d. With regard to the **Information Memorandum**, it had been updated and the update relied upon by the Applicant merely incorporated the subsequent dates of hearing in the pending litigations. The documents alleged to have been missing from the Information Memorandum, pertaining to Com. O.S. No. 848/2025 and O.S. No. 3297/2025, had already been uploaded in the Virtual Data Room on 02.09.2025. The Applicant had submitted its Resolution Plan on 30.01.2026 without raising any grievance regarding non-availability of such information and had sought additional information only on 16.02.2026 at 10:01 P.M. The disclaimers contained in the RFRP concerning the information being furnished on a best-effort basis and being limited to the information available with the Resolution Professional and his team.

e. Regarding the **eligibility of the SRA**, it is stated that the issue has not been pleaded by the Applicant and, therefore, cannot be considered. Without prejudice, the CoC is empowered to determine the eligibility and selection of the SRA in exercise of its commercial wisdom and ultimately approved the Resolution Plan of the SRA which provided a recovery of 93.45% of the CoC's claims.

f. The CoC had considered the relevant aspects and evaluated both Resolution Plans in accordance with the Evaluation Matrix and this Authority cannot sit in appeal over the interpretation or merits of the RFRP and Evaluation Matrix framed by the CoC. Reliance is placed upon ***Authum Investment and Infrastructure Limited v. Rajneesh Sharma (2024) SCC OnLine NCLAT 29; and Silppi Constructions Contractors v. Union of India and Anr. (2020) 16 SCC 489***

5. We have heard Learned Senior Counsels for the parties and carefully perused the material on record including the written submissions and the relevant proposition of law.
6. The Applicant, being an unsuccessful Resolution Applicant, has principally challenged the resolution process on the grounds of alleged material irregularities and statutory violations committed by the Resolution Professional and the Committee of Creditors. The Applicant has also questioned the eligibility of the Successful Resolution Applicant ("SRA") and contends that its subsequent offer of ₹500 Crores is higher than the resolution amount of ₹445 Crores offered by the SRA.
7. The **I.A. No. 759/2026** has been filed by the applicant to take the additional documents mentioned at prayer clause (a) to (j) of **I.A. No. 759/2026** and since the said I.A. No. 759/2026 was filed on 29.07.2026 before I.A. No. 327/2026 was reserved for orders, this Authority had clarified at threshold that the documents forming part of judicial proceedings will be taken on record. Although the filing of more documents by the Applicant at this stage has been opposed by the respondents on the ground of delayed filing, extraneous and aimed at prolonging the disposal of Plan application. Our view about proposed additional documents however remains the same and we deem the proposed documents to be relevant for just and fair adjudication of the matter as most of them are part of one or the other judicial proceedings. Accordingly, the same

are taken on record and **the Application is allowed**. The submissions on behalf of the parties in the context of additional documents have been heard.

8. The Applicant is a Unsuccessful Resolution Applicant who claims to have the right of being heard as per decision of coordinate bench of NCLT Allahabad in ***Vedanta Limited v. Bhuvana Madan and Others IA No. 01/2026 In CP(IB) No. 330/ALD/2018*** and the relevant paras of the aforesaid order is given below:-

> *32. We have considered the submissions made by the rival parties**. We find that the legal position which emerges from various judgments of the Courts dealing with different situations/aspects relating to Resolution Plan approval by the CoC is that an unsuccessful resolution applicant would not have the locus standi to challenge a resolution plan after it has been approved by the CoC. A resolution applicant has no vested right or fundamental right to have his resolution plan approved or considered and the decision of the CoC taken in its commercial wisdom is not justiciable. However, an unsuccessful resolution applicant may approach NCLT to seek limited judicial review highlighting material irregularity if any has been taken place in the exercise of powers by the RP or the CoC during the plan's evaluation and finalisation process or to demonstrate that the approved plan or the approval process violated mandatory provisions of the IBC or CIRP Regulation**……..*
> *35. **Keeping the above principles in mind, we decide the Issue No. 1 against the Respondents and in favour of the Applicant holding that the Applicant has a locus standi and this application is thus, maintainable.** **[Emphasis supplied]***

9. The aforesaid order has been upheld by the Hon'ble NCLAT in ***Vedanta Limited v. Bhuvan Madan and Others Company Application (AT) (Ins.) No. 552 and 553 of 2026.*** Thus, Applicant has locus to challenge to challenge the Resolution Plan of the SRA approved by the CoC if applicant is able to prove material irregularity if any has been taken place in the exercise of powers by the RP or the CoC during the plan's evaluation and finalisation process or to demonstrate that the approved plan or the approval process violated mandatory provisions of the IBC or CIRP Regulation

10. At the outset, it is necessary to examine the scope of interference by this Authority in relation to a decision taken by the Committee of Creditors. The Applicant has stated that the Respondents including RP and the CoC of the Corporate Debtor have committed material irregularities in approving the Resolution Plan of the SRA including but not limited to not providing an opportunity to attend the meeting of the CoC when the Resolution Plan of the SRA as well as the applicant were deliberated upon, incomplete information in the Information memorandum such as non-taking of the information pertaining to actual possession of the areas leased to Chiron Lifesciences Private Limited and Saha Infrastructures Private Limited and referred to the decision of NCLT Guwahati in ***Satish Sharma Versus Mr. Amit Pareek, Resolution Professional for National Plywood Industries Limited, IA(IBC)/50/GB/2025 in CP(IB)/9/GB/2019, wherein it is stated as follows:-***

> *53. Further, it is an admitted position that the Applicant voluntarily withdrew his EMD. Once the Applicant exited the resolution process and ceased to be a stakeholder, he cannot claim any vested right to seek reconsideration of the CoC's commercial decision. Judicial precedents clarify that an unsuccessful PRA has no right to challenge approval of a competing plan unless a demonstrable breach of Section 29A or Section 30(2) is established. Accordingly, the Applicant's locus standi stands substantially weakened.*
> *54. However, notwithstanding the challenger's identity, a challenge premised on statutory non-compliance is maintainable. Thus, while the CoC's commercial wisdom is ordinarily non-justiciable, the Adjudicating Authority's jurisdiction under Section 31(1) of the Code requires examination of whether the plan meets the mandatory requirements under Section 30(2) of the Code and whether the SRA satisfies Section 29A of the Code. The statutory duty of the Tribunal to ensure compliance cannot be diluted by the locus objections raised by the SRA.*

11. The Applicant has also cited the Judgement of NCLT Mumbai in ***Shri S. Gopalakrishnan, RP for M/s. Daulat Agro (India) Private Limited, In the matter of Canara Bank v. Daulat Agro (India) Pvt. Limited. (IBC)(Plan)/33/2025 R/Plan C.P. (IB)/699/MB/2023]*** in support of the argument that suspended director can be permitted to give a revised offer

which is more than SRA value as legislative intent of the Code is maximisation of value under IBC. The relevant extract of judgement is as follows:-

> *1. This application was heard at length today. The parties were also directed to appear in person.*
> *2* ***The Corporate Debtor is an agro-based MSME currently undergoing Corporate Insolvency Resolution Process (CIRP). A resolution plan has been submitted before this Bench for approval. The same is being challenged by an unsuccessful resolution applicant, who submits that the value offered under the current plan is inadequate and that he is in a position to submit a superior proposal. He further contends that he is a qualifying individual under the IBC and possesses the necessary capability to manage the affairs of the Corporate Debtor more effectively.***
> ***3. Upon a specific query from the Bench regarding whether he can offer more than the value proposed in the current resolution plan (stated to be 30%), the applicant, in the presence of his company secretary, confirmed his willingness and ability to do so.***
> ***4. The learned Counsel appearing on behalf of the Successful Resolution Applicant (SRA) objected to the same, submitting that due process has already been followed and that the erstwhile management, including the present applicant, was given full opportunity at the relevant stage and had submitted an offer of ₹5.85 crores, which was significantly lower than the current plan. The Bench observes that the object of the Insolvency and Bankruptcy Code, 2016 is maximization of the value of the assets of the Corporate Debtor, and not the completion of procedural formalities in isolation.***
> *5. In light of the above, the applicant (erstwhile management) is directed to deposit ₹2 crores as upfront money within a period of seven days from the date of this order. The balance of the proposed offer shall be submitted along with a bank guarantee.*
> *6. The Resolution Professional (RP) is directed to convene a meeting of the Committee of Creditors (CoC), preferably within a period of two weeks, for the purpose of considering the proposal submitted by the applicant.*
> *7. It is clarified that the existing SRA shall not be precluded from submitting an improved offer, should it choose to do so. The CoC is directed to evaluate all offers, including any revised proposal from the SRA, and to place its recommendation before this Tribunal through the RP.*
>
> ***[Emphasis supplied]***

12. It is settled that the commercial wisdom of the CoC in evaluating competing resolution plans and taking a commercial decision thereon is ordinarily not

amenable to close judicial scrutiny. However, such limited scope of judicial review does not preclude this Adjudicating Authority from examining whether the CIRP has been conducted in accordance with the mandatory provisions of the Code and the Regulations, or whether the decision impugned before it suffers from patent illegality or material irregularity. Therefore, the question for consideration is whether the Applicant has established any such statutory violation or material irregularity which goes to the root of the resolution process and warrants interference.

13. The Applicant has alleged that the RP had independently rejected an earlier request for a two-day extension without placing the request before the CoC and withdrew Section 19 (2) applications filed before this Authority. According to the Applicant, such conduct shows that the RP had assumed an adjudicatory role, whereas the role of the RP is administrative and facilitative. It has therefore been contended that the RP had acted beyond his powers, resulting in material irregularity in the CIRP relying on the judgement of the Hon'ble NCLAT in ***Bimalesh Bhardwaj & Ors. v. Value Infratech India Pvt. Ltd, 2021 SCC Online NCLAT 443***

> *21.* ***It is quite surprising that the Resolution Professional filed IA No. 827/PB/2020 under Section 19(2) of the IBC for issuing directions to the ex-Directors and promoters to provide documents and records including account details of Corporate Debtor. Without obtaining any order under section 19 (2) from the Adjudicating Authority, the Resolution Professional goes ahead and submits an Information Memorandum to the members of the CoC*** *as recorded in paragraph 8 in the minutes of the second meeting dated 10/12/2020 of CoC……..*
>
> *22. A duty has been cast on the RP under section 25 of IBC where he has to take immediate custody and control of assets of Corporate Debtor, including the business record of the Corporate Debtor; and furthermore, a duty has been passed on the Resolution Professional under section 25(2)(g) to prepare an information memorandum in accordance with the provisions of IBC. Section 29 of the IBC requires the Resolution Professional to prepare an information memorandum in such form and manner contain such relevant information as may be specified in the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulation, 2016 for*

formulating a Resolution Plan. Regulation 36 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulation, 2016 provide in detail what should be contained in the Information Memorandum. In brief, the information memorandum should contain details of assets and liabilities of the Corporate Debtor, latest annual financial statement, audited financial statement of the Corporate Debtor, list of creditors, particulars of debt due from or to the corporate debtor and some other information. ***It is surprising as to how the Resolution Professional could prepare an information memorandum without getting access to the records and documents of the Corporate Debtor, as he had sought through IA No. 827/PB/2020, and on which orders could be obtained from the Adjudicating Authority. In addition, the Resolution Profession did not even attempt to obtain details of assets and liabilities, financial statement from other records that have to be statutorily filed in relation to the company under the provisions of the Companies Act.***

[Emphasis supplied]

14. The applicant has also cited the decision of the Hon'ble DRAT in ***Gitesh Kumar vs Allahabad Bank Stressed Asset management branch*****, Appeal Diary No.330/2019** wherein it is stated as follows:

11.It is true that the total auction amount of Rs.30,61,000 has been returned by the Bank by way of demand draft in the name of the auction purchasers, ***but mere refund of the amount cannot preclude the auction purchasers to exercise the legal rights accrued in their favour and the auction purchasers by receiving such amount have not waived their rights to challenge the order and get the issue adjudicated on merits***

[Emphasis supplied]

15. The Applicant is also aggrieved by the decision making of CoC terming it to be perverse and filled with bias by referring to the judgement of the Hon'ble NCLAT in ***Rajputana Properties Pvt. Ltd. v. Ultratech Cement Ltd. & Ors., I.A. No. 594 of 2018 in Company Appeal (AT) (Ins) No. 188 of 2018"*** wherein it has been held that

14. The members of the `Committee of Creditors' have voting right but others who attend the meeting as noticed above including the Board of Directors, Partners, Operational Creditor(s) and the Resolution Applicant(s) have no voting right.

> *15. From the aforesaid provisions the intention of the legislature is clear that the Committee of Creditors while approving or rejecting one or other resolution plan should follow such procedure which is transparent. Those who will watching the proceeding such as (suspended) Board of Directors or its Partners; Operational Creditors or its representatives and Resolution Applicant(s) are not mere spectator but may express their views to the Committee of Creditors for coming to conclusion in one or other way.*
> *16. For the reason aforesaid we are of the view that the Committee of Creditors should record reasons (in short) while approving or rejecting one or other resolution plan.*
> *17. Views, if any, are expressed by the (suspended) Board of Directors or it's Partners; Operational Creditors or its representatives and Resolution Applicant(s), are also required to be taken into consideration by the Committee of Creditors before approving or rejecting one or other resolution plan. The views so expressed by any of those who are watching the proceeding should also be recorded (in short).*
> *18. As the resolution plans are opened and placed before the Committee of Creditors, as per Section 30(5), the Resolution Applicant(s) are entitled to be present. At this stage they may point out whether one or other person (Resolution Applicant) is ineligible in terms of Section 29A or not. If one or other objection is overruled, reasons should be recorded by the Committee of after decision of the Committee of Creditors, the Resolution Professional is required to place the decision before the Adjudicating Authority under Section 31. The Adjudicating Authority who is required to take decision as per Section 31 of the I&B Code, can go through the reasoning to accept or reject one or other objection or suggestion and may express its own opinion/decision.*

16. The Respondent on the other hand, has vehemently opposed this application stating the applicant has not been able to prove any irregularities in Resolution plan approval process and the Resolution Plan and this position has recently been authoritatively reaffirmed by the Hon'ble Supreme Court in ***Torrent Power Ltd. v. Ashish Arjunkumar Rathi and Ors., 2026 SCC OnLine SC 325***, wherein it has been emphatically held that the commercial wisdom of the CoC enjoys paramount status and is non-justiciable, save on the limited grounds expressly provided under the Code and the relevant portion of the aforesaid judgement is as follows:-

12.5 The issue is no longer res integra, the law having been settled that the commercial wisdom of the CoC enjoys primacy and cannot be supplanted by judicial review. Neither the NCLT, nor the NCLAT nor even this Court is empowered to substitute its assessment in place of the commercial decision arrived at by a requisite majority of the CoC.

13. ***The appeals before us typify the growing strategic use of the judicial system by unsuccessful resolution applicants, who seek to reopen almost every commercial decision under the guise of procedural impropriety. This converts the corporate resolution process into a protracted adversarial contest and erodes the value of the Corporate Debtor. Such an approach incentivises delay, rent-seeking, and strategic obstruction and is fundamentally inconsistent with the economic logic and statutory design of the IBC.***

13.1 In the present case, the Resolution Plan stands approved by both the NCLT and the NCLAT and has since been implemented, leaving absolutely no scope for intervention by this Court.

13.2 In view of the foregoing, we do not find any merit in the appeals. With the above observations, these appeals are dismissed. Therefore, the Impugned Judgment dated 01.10.2024 passed by the NCLAT is affirmed.

14. Before parting, we wish to add a few words of caution. The IBC represents a conscious legislative choice to privilege speed, certainty, and creditor-driven decision-making over exhaustive judicial scrutiny. Experience shows that unsuccessful bidders will always try to spin commercial decisions of the CoC ***as procedurally faulty*** *in order to secure a second shot through litigation by filing applications or making representations. However, courts need to remain vigilant against any temptation to expand the scope of review beyond the narrow boundaries prescribed by the IBC.*

14.1 From an ex-post perspective, ***excessive judicial review in the CIRP carries significant economic costs that run counter to the objects of IBC. The IBC is premised on the recognition that delay and uncertainty are value-destructive in distressed situations. When commercial decisions taken by the CoC are subjected to expansive judicial scrutiny, resolution timelines lengthen, transaction costs rise, and the going-concern value of the Corporate Debtor erodes. The consequence therefore is not merely delay, but a tangible loss of economic value for all stakeholders.***

14.2 From an ex-ante perspective also, the expectation of expansive judicial review distorts incentives for future bidders. Future resolution applicants may price legal uncertainty into their bids, either by discounting their offers or by refraining from participation in the CIRP altogether. This will weaken competition in the resolution process and reduce recoveries for creditors.

> *14.3* ***Excessive review also encourages strategic litigation. Stakeholders with little to no economic interest in the Corporate Debtor may resort to litigation as a bargaining tool to delay implementation of the Resolution Plan or extract concessions, thereby converting the insolvency process into an adversarial contest. Such conduct takes the process away from its objective of value maximisation.***
>
> ***[Emphasis supplied]***

17. Thus, the Hon'ble Supreme Court in ***Torrent Power Ltd. v. Ashish Arjunkumar Rathi and Ors., 2026 SCC OnLine SC 325*** has held that following the ratio in ***K. Sashidhar v. Indian Overseas Bank, (2019) 12 SCC 150,*** no court can substitute its own assessment for the commercial decision of the requisite majority of the CoC, and judicial intervention must remain strictly confined to an examination of the compliance with Section 30(2) of the Code, since expansive judicial scrutiny undermines the foundational principles of predictability and finality embedded in the insolvency framework and erodes value maximisation, which lies at the heart of the Code. A caution against the growing strategic use of judicial proceedings by unsuccessful Resolution Applicants to reopen concluded commercial decisions under the guise of procedural impropriety, resulting in delay and obstruction inconsistent with the IBC, has been raised.

18. The Respondent has also stated that the Applicant having accepted the refund of EMD cannot challenge the Plan by citing the judgement of Hon'ble NCLAT in ***Committee of Creditors of Rajesh Business and Leisure Hotels Pvt. Ltd. Through its Member, ICICI Bank Ltd. Vs. Rajesh Business and Leisure Hotels Pvt. Ltd. Through Its Resolution Professional Mr. Rohit Mehra & Ors., Company Appeal (AT) (Ins.) No. 1670- 1672 of 2024***

> *95.The Appellant, representing the CoC, has disputed these contentions****. It is argued that while Sankalp's plan may have shown a higher net present value, the CoC is not obliged to accept the plan with the highest notional value alone. The CoC is duty-bound to consider not just the quantum of the offer but also the feasibility, viability, and implementability of the plan. According to the Appellant, the plan of RARE–Check-Inn was found more viable as***

> ***it provided for upfront equity infusion and had the backing of a credible strategic investor, whereas Sankalp's plan contemplated staggered payments over time. The CoC, in its commercial wisdom, considered these factors and unanimously approved the RARE–Check-Inn plan. It is also pointed out that Sankalp, after being declared unsuccessful, accepted refund of its bid bond deposit on 18.03.2023 without protest, which amounted to acquiescence in the outcome of the process.*** *Its subsequent objections, therefore, are an afterthought. The Appellant also emphasises that minutes of the 14th CoC meeting show that all revised plans, including Sankalp's, were placed before the CoC for deliberation, that clarifications were sought and addressed, and that the CoC voted only after due consideration of all alternatives. In such a scenario, it is argued that Sankalp's objections amount to nothing more than dissatisfaction with the commercial choice made by the CoC, which is not a ground for judicial interference.*
>
> *102.* ***We also cannot lose sight of the fact that Sankalp accepted refund of its bid bond deposit on 18.03.2023, which signifies its acquiescence in the outcome of the process. Having accepted the refund without demur, it does not lie in its mouth to subsequently challenge the process on grounds of alleged irregularities. Its objections therefore appear to be an afterthought, motivated by its disappointment at not being chosen. Allowing such challenges by unsuccessful resolution applicants would undermine the finality and certainty of the CIRP and open the door to endless litigation, contrary to the time-bound framework of the Code.***
>
> *103. The CoC, in its commercial wisdom, was entitled to approve the RARE–Check-Inn plan, which it did after due deliberation and with unanimous consent. The material irregularities alleged in the impugned order and violation of Section 30(2) of the code and relevant regulations are not borne out by the record, and no contravention of the Code is established.*
>
> ***[Emphasis supplied]***

19. The aforesaid judgement has been upheld by the Hon'ble Supreme Court in ***Sankalp Recreation Private Limited vs Committee of Creditors of Rajesh Business and Leisure Hotels Pvt. Ltd & Ors, Civil Appeal No. 12981-12989/2025.***

20. There is therefore, no scope for this Authority to enter into the merits of the commercial decision of the CoC, in light of the abovementioned judgements, it remains duty-bound to satisfy itself that the mandatory statutory requirements and parameters prescribed under the Code and the CIRP

Regulations have been duly complied with. The scrutiny undertaken herein is therefore confined not to the merits of the commercial decision per se, but to the legality, procedural propriety and statutory sustainability of the process by which the impugned decision came to be taken.

21. The principal contention of the Applicant is that the SRA did not satisfy the eligibility criterion prescribed under the fresh Form G and the RFRP, particularly the requirement relating to experience in managing AUM of at least 1 million square feet of retail real estate and applicant was not given an opportunity to revise its offer and data in the Information Memorandum was not complete such as non-availability of information relating to documents pertaining to actual possession of the areas leased to Chiron Lifesciences Private Limited and Saha Infrastructures Private Limited. According to the Applicant, the SRA did not possess any such experience and, therefore, was not even eligible to participate in the resolution process and thus applicant must be given another opportunity to revise its Plan

22. The Applicant, in order to substantiate that material irregularity has taken place is required to establish from the material placed on record that the SRA, despite being ineligible under the prescribed criteria, was permitted to participate and that such participation constituted a violation of the mandatory provisions of the Code or the RFRP.

23. On the question of the revised eligibility criteria, it is not disputed that these were approved by the CoC, in exercise of its commercial wisdom under with the object of attracting serious and credible applicants possessing adequate financial strength and sectoral experience, an object squarely within the CoC's domain, as held by the Hon'ble NCLAT in ***Yashdeep Sharma v. Tara Chand Meenia (RP) and Ors., 2024 SCC Online NCLAT 2017*** and upheld by the ***Hon'ble Supreme Court in Yashdeep Sharma v. Tara Chand Meenia (RP) and Ors. Civil Appeal 2228 of 2025.*** The Applicant, as one of the serious contenders, remained unaffected by the revised criteria by qualifying it and

went through the subsequent stages by submitting its EOI, furnishing the enhanced EMD, and participating in compliance process). It is not well placed to contend that the said criteria were arbitrary or exclusionary. As regards the eligibility of the SRA, the Applicant has relied principally upon its own interpretation of the SRA's credentials, whereas the RP has placed on record the SRA's undertaking of requisite AUM experience of retail real-estate projects of at least 1 million sq. ft., which was accepted by the CoC. In the absence of conclusive material establishing that the SRA was objectively ineligible under the final Form-G/RFRP, this Authority in view of ***Yashdeep sharma (supra)*** cannot substitute its own assessment of the SRA's credentials for the determination made by the CoC, which authored the RFRP and evaluation matrix and remains the best judge of their interpretation and application.

24. The Applicant has not indicated that the alleged deficiencies in disclosures were of such a magnitude that it was completely prevented from undertaking due diligence or from formulating its Resolution Plan. The mere fact that certain information was subsequently uploaded or clarified during the CIRP cannot, without establishing material prejudice, constitute a ground for setting aside the resolution process. According to the RP no new document whatsoever was uploaded 7in the VDR albite the development in the litigation or otherwise in real time was being updated to keep the contenders abreast thereof. What is relevant is whether the alleged deficiency materially impaired the Applicant's ability to formulate its Plan or fundamentally affected the decision-making process of the CoC given that they were to conduct independent due diligence. No such material prejudice has been established in the present case.

25. The demand for production of CoC minutes, the evaluation matrix/scoring and valuation reports also does not assist the Applicant. Such material is confidential to the CoC's deliberative process, and Resolution Applicants have no vested right of access to it; in any event as held in ***Authum Investment and***

Infrastructure Limited Vs. Rajneesh Sharma (2024) SCC OnLine NCLAT 29; and ***Silppi Constructions Contractors Vs. Union of India and Anr. (2020) 16 SCC 489*** the reasons for rejection of the Applicant's Plan were duly recorded in the minutes of the 23rd meeting, and the omission to separately communicate detailed reasons in the e-mail dated 25.02.2026 does not, in the facts of this case, invalidate the decision.

26. It is further significant that the Applicant accepted refund of its EMD/Bank Guarantee without protest, reservation of rights, or any contemporaneous grievance, and approached this authority after approximately 45 days, on 11.04.2026. Such conduct is consistent with waiver and acquiescence and militates against the bona fides of a challenge raised only after the Applicant found itself without a stake in the outcome. The applicant has cited the Judgement of Hon'ble DRAT in ***Gitesh Kumar vs Allahabad Bank Stressed Asset management branch, Appeal Diary No.330/2019*** while the Respondent No.1 has cited ***Committee of Creditors of Rajesh Business and Leisure Hotels Pvt. Ltd. Through its Member, ICICI Bank Ltd. Vs. Rajesh Business and Leisure Hotels Pvt. Ltd. Through Its Resolution Professional Mr. Rohit Mehra & Ors., Company Appeal (AT) (Ins.) No. 1670- 1672 of 2024*** and upheld by Hon'ble Supreme Court in ***Sankalp Recreation Private Limited Vs. Committee of Creditors of Rajesh Business and Leisure Hotels Pvt. Ltd & Ors, Civil Appeal No. 12981-12989/2025.*** Therefore, this venture of applicant is only by way of an afterthought and not really to point out the deficiencies in the SRA's Plan, after accepting the refund of EMD.

27. The Applicant has cited the judgement of Hon'ble NCLAT in ***Bimalesh Bhardwaj & Ors. Vs. Value Infratech India Pvt. Ltd, 2021 SCC Online NCLAT 443,*** to state entire information was not before it and RP had not made sufficient efforts to get the information but had filed Sec.19(2) application reflecting that RP had made every effort to get the information which was required by the applicant and thus this judgement cannot be used to find fault in the conduct of RP. The reliance of applicant on the judgement of Hon'ble

NCLAT in ***Rajputana Properties Pvt. Ltd. Vs. Ultratech Cement Ltd. & Ors., I.A. No. 594 of 2018 in Company Appeal (AT) (Ins) No. 188 of 2018*** to state that it was not allowed in the 23rd CoC meeting wherein plans were deliberated but the fact remains that the applicant had attended the earlier meetings of CoC as seen in the minutes of 19th, 21st and 22nd CoC meetings held on 31.01.2026, 14.02.2026 and 17.02.2026 respectively that make it clear that the applicant had been invited and was part of the aforesaid meetings. The 23rd CoC meeting was convened solely for the purpose of voting on the Resolution Plans. Section 30(5) of the Code uses permissive language, 'may attend', and does not mandate the presence of a Resolution Applicant during voting and as neither the applicant nor the SRA was invited to 23rd meeting, there cannot be an allegation of discrimination.

28. This brings this Authority to the Applicant's principal offer namely, its purported willingness to enhance its offer to ₹500 Crore as against the ₹445 Crore in the SRA's approved Plan, said to advance value maximisation. On a closer examination, however, the said enhanced offer is not an unconditional commitment capable of being weighed against the SRA's Plan; but, by the Applicant's own submission, expressly contingent and conditional upon confirmation by the RP concerning actual possession and control of the areas under lease to Saha Infrastructure Pvt. Ltd. and Chiron Lifesciences Pvt. Ltd. A resolution plan, or a proposal styled as an improvement thereof, cannot be permitted to be conditional or contingent in this manner. The Hon'ble Supreme Court in ***Ebix Singapore Pvt. Ltd. v. Committee of Creditors of Educomp Solutions Ltd., 2021 SCC OnLine SC 707***, has held that a resolution plan must be unconditional and that a conditional plan, held out on an "as is where is" or contingent basis, cannot be countenanced under the scheme of the Code. The enhanced offer, besides being conditional, was raised for the first time in the Rejoinder and oral arguments, long after rejection of the Applicant's original Plan and approval of the SRA's Plan by the CoC with 100% voting share, and is inconsistent with the Applicant's pleadings in the Application. Permitting an

unsuccessful Resolution Applicant to improve upon a rejected offer at this belated stage, and that too on a conditional basis, would open the door to an unending bidding process, defeat the time-bound framework and finality contemplated under the Code, and cannot, consistently with the dictum in ***Torrent Power*** and ***K. Sashidhar, (2026) SCC OnLine SC 325*** furnish a ground to reopen a concluded commercial decision of the CoC. Such a conditional, lame-duck arrangement, offered only after the Applicant had lost its stake in the process, is indicative of an intent to obstruct and delay rather than a serious or concerted proposal for value maximisation.

29. On an overall consideration of the pleadings, the material on record and the submissions advanced, this Authority finds that the Applicant has failed to establish any patent illegality, statutory violation, or material irregularity of such nature as would warrant interference with the commercial decision of the CoC. The grievances relating to the eligibility of the SRA, alleged deficiencies in the Information Memorandum, third-party claims over portions of the Mall, refusal of further extension, non-participation in the 23rd CoC meeting, denial of access to confidential CoC material, do not disclose any violation of Section 30(2) of the Code or any material irregularity going to the root of the resolution process.

30. The Applicant's challenge, in substance, seeks a reconsideration of the manner in which its Resolution Plan was evaluated vis-à-vis the Plan of the SRA, and a comparative reassessment of competing commercial proposals an exercise that would amount to substituting the commercial assessment of the CoC with that of this Authority, impermissible within the limited scope of judicial review recognised under the Code. Having regard to the settled position that judicial scrutiny is confined to the four corners of Section 30(2) of the Code, and finding no such violation established, this Authority is of the considered view that the **Application is devoid of merit a**nd, in the facts noted above, verges

on being an attempt to obstruct and delay the resolution process of the Corporate Debtor.

31. Though the applicant had filed additional documents vide IA 759/2026, but the said documents are not able to establish material irregularity in CIRP or the Resolution plan of the SRA which is a prerequisite as per the judgement of the Hon'ble NCLAT in in ***Vedanta Limited v. Bhuvan Madan and Others Company Application (AT) (Ins.) No. 552 and 553 of 2026.*** The applicant has also relied on the judgement of coordinate bench of the NCLT, Mumbai in ***Shri S. Gopalakrishnan, RP for M/s. Daulat Agro (India) Private Limited, IA (IBC)(Plan)/33/2025 R/Plan C.P. (IB)/699/MB/2023*** but in that case plan by unsuccessful Resolution Applicant was not conditional but in the instant case proposed plan by the applicant to pay Rs.500 Crores for the Corporate Debtor is subject to condition of information relating to documents pertaining to actual possession of the areas leased to Chiron Lifesciences Private Limited and Saha Infrastructures Private Limited as stated in the para I (f) of the written arguments dated 11.08.2026 and therefore decision of ***M/s. Daulat Agro (supra) is*** not applicable in instant case.

32. It is pertinent to observe the allegations against Resolution Professional and CoC of the Corporate Debtor regarding irregularities and lapse of procedure have remained unsubstantiated and thus cannot be considered in view of dictum of the Hon'ble Supreme Court in ***Torrent Power Ltd. v. Ashish Arjunkumar Rathi and Ors., (2026) SCC OnLine SC 325,*** which states that judicial intervention in matters concerning Resolution Plan must remain strictly confined to an examination of compliance with Section 30(2) of the Code.

33. Resultantly, **IA No. 327/ 2026, is hereby dismissed**.

-Sd/-
RADHAKRISHNA SREEPADA
MEMBER (TECHNICAL)

-Sd/-
SUNIL KUMAR AGGARWAL
MEMBER (JUDICIAL)