IN THE NATIONAL COMPANY LAW TRIBUNAL

ALLAHABAD BENCH, PRAYAGRAJ

IA NO. 650/2024 IN CP (IB) NO.67/ALD/2023

(An application under Rule 11 of the National Company Law Tribunal Rules, 2016)

IN THE MATTER OF:

Rajpal Walia

S/o Mr. Chuttan Lal Walia
R/o 48/B, Race Course Dehradun, Uttarakhand – 248001

Presently in Judicial Custody at:
Dehradun District Jail Sudhowala,
Vikasnagar, Dehradun, Uttarakhand - 248007

..... Applicant

Versus

Mr. Anurag Nirbhaya

Resolution Professional
Pushpanjali Realms and Infratech Limited
204, Sagar Plaza, Plot No.19, District Centre Laxmi Nagar, Delhi - 110092
Reg. No.: IBBI/IPA-001/IP-P00870/2017-2018/11468
Email: cirp.pushpanjali@gmail.com & anurag@canirbhaya.com

..... Respondent

AND IN THE MATTER OF:

M/s Sandip Bagchi and Ors.

... Petitioner/Financial Creditors

Versus

M/s Pushpanjali Realms and Infra Tech Limited

... Corporate Debtor

Order pronounced on: 06.10.2026

Coram:

Sh. Praveen Gupta : Member (Judicial)

Sh. Ashish Verma : Member (Technical)

Appearances:

Sh. Samaksh Goyal, Adv.	:	*For the RP*
Sh. Pallav Saxena, Adv.	:	*For the Applicant*

ORDER

1. The instant application has been filed on 26.11.2024 by Mr. Rajpal Walia (hereinafter referred to as "Applicant"), Suspended Director of Pushpanjali Realms and Infratech Limited (hereinafter referred to as "Corporate Debtor") under Rule 11 of the National Company Law Tribunal Rules, 2016, against the Resolution Professional of the Corporate Debtor, Mr. Anurag Nirbhaya (hereinafter referred to as "Respondent/RP"), seeking inter alia the following prayers:

> *"a. Direct the Respondent to disassociate the subject land from the Corporate Insolvency Resolution Process of the Corporate Debtor;*
>
> *b. Direct the Respondent to handover the possession of the subject land to the Applicant;*
>
> *c. In the alternate, direct the Respondent to reissue the Information Memorandum and Form-G indicating that the subject land doesn't belong to the Corporate Debtor and does not form part of estate of the Corporate Debtor in the Corporate Insolvency Resolution Process and that the association of the Applicant in the CIRP would be indispensable even if it is*

assumed that the Corporate Debtor has development rights in the project;

d. pass any other order this Hon'ble Tribunal deems fit in the circumstances mentioned herein above.

2. It is submitted that an application under Section 7 filed earlier against the Corporate Debtor was admitted vide order dated 25.04.2024 by this Tribunal. In terms of the order passed by this Tribunal, the erstwhile Interim Resolution Professional (hereinafter referred to as the "IRP") and the Resolution Professional, Respondent, has proceeded with the Corporate Insolvency Resolution Process (hereinafter referred to as the "CIRP") of the Corporate Debtor. Pursuant to the publication of Form-G, the Respondent received expressions of interests and a provisional list of eligible Prospective Resolution Applicants (PRA) was prepared on 28.10.2024.

3. The Applicant submits that the publications of Form G made by the Respondent and the erstwhile IRP gave an impression that Expression of Interest was invited from the PRAs on assertion/representation that the land where on the project is being developed by the Corporate Debtor belongs to it, which is factually incorrect. It is submitted that Form-G neither mentioned nor indicated that the subject land did not belong to the Corporate Debtor and did not form part of the CIRP, and that the purported development rights emanated from unregistered Joint Venture Agreements dated 15.09.2015 and addendums dated 02.12.2015.

4. It is submitted that the Applicant is the lawful and absolute owner of the subject land, over which the Corporate Debtor was developing its project named "Orchid Park". The land admeasuring 9757.25 sq. mtrs. situated at Khasra No.39, 40 ka, 41ga, 41gha, 42 kha, 42 ka, 43 kha, 44, 45 kha, 41 kha, in village Trala Nagar & 1076, 1077ka, 1077kha, 1078, 1080, 1081,1082, 1083 in village Chalang, Tehsil-Dehradun, District Dehradun, Uttarakhand ("Land Parcel One") and land admeasuring 8195.49 sq. mtrs. situated at Khasra No.24, 26, 29, 25, 27ka, 28ka, 28kha, 30, 31, 32, 33, 34 ka, 34 kha, 35 ka, 35kha, 36, 37, 38 in village Tarla Nagal, Tehsil-Dehradun, District Dehradun, Uttarakhand ("Land Parcel Two") are collectively referred to as the "Subject Land". The Applicant and the Corporate Debtor executed Joint Venture Agreements dated 15.09.2015 along with respective addendums dated 02.12.2015, whereby mere development rights of the subject land were transferred to the Corporate Debtor for a total consideration of Rs.12 Crore, while the title and ownership of the subject land remained with the Applicant itself.

5. The Applicant submits that as per Clause 5 of the Joint Venture Agreements, the Corporate Debtor was allowed to construct a township/group housing/flats/commercial building over the subject land under the name and style of Pushpanjali-Orchid Park. Under Clause 7(b), the Corporate Debtor was at liberty to allot/enter into Agreement to sell Flats/Plots/Commercial

space/Premises, etc. as may be developed or proposed to be developed at the subject land and to enter into agreements with prospective buyers or allottee(s), individually or collectively, on such terms and conditions as it may deem fit and proper with respect to the constructed area. As per the Applicant, the Joint Venture Agreements only granted permission to the Corporate Debtor to develop and construct the Group Housing/Villas spaces on the subject land and sell the same in proportionate ratio to the proposed buyer of the flat/constructed area, but did not amount to any transfer of any sort in the bare land itself.

6. The Applicant submits that in terms of Clause 11 of the Joint Venture Agreements, it was agreed that in the event the Corporate Debtor is unable to get the plan sanctioned from the relevant authority or is unable to complete the development of the required infrastructure, then all the payments made by the Corporate Debtor shall stand forfeited and the subject land shall go back in the possession of the Applicant and, against this, the Corporate Debtor shall have no objection.

7. In light of the above, it is submitted that the subject land is owned by the Applicant and the Corporate Debtor merely possessed the right to develop the subject land. Further, in view of Clause 11, even the development rights of the Corporate Debtor stand forfeited. Therefore, the subject land neither belongs to the Corporate Debtor nor does it form part of the CIRP of the

Corporate Debtor. It is further submitted that the prospective Resolution Applicants may get an impression that the CIRP of the Corporate Debtor includes the subject land and that the notice(s) issued by the Respondent and the erstwhile IRP, including Form-G, are vitiated by the aforementioned misrepresentation.

8. It is submitted that the subject property is being made a part of the CIRP and Form-G on the basis of the aforesaid Joint Venture Agreement, which is an unregistered document and, therefore, the said act of including the subject property in the CIRP of the Corporate Debtor is impermissible. It is further submitted that while the allottee(s) are made stakeholders in the CIRP proceedings, the Applicant, being the landowner of the subject property, is not made a stakeholder herein.

REPLY/OBJECTIONS ON BEHALF OF THE RESPONDENT/RP

9. The Respondent No. 3/RP filed a reply and submitted as follows:

a. It is submitted that the Applicant has suppressed material facts and the present application is not maintainable as the project land does not belong to the Applicant. The Applicant, being one of the Directors of the Corporate Debtor, had mortgaged the entire project land with Punjab National Bank ('PNB'), Dehradun for availing a term loan facility to raise money to carry out construction upon the project 'Orchid Park'. PNB agreed to issue a Term Loan Facility to the Corporate Debtor for

a sum of Rs. 20 Crores vide Sanction Letter dated 15.02.2016, secured by way of a mortgage over the entire project land.

b. Thereafter, it is submitted that the Corporate Debtor, through the Applicant and other Directors, entered into a Term Loan Agreement ("TLA") dated 24.02.2016 with PNB, whereafter PNB sanctioned the loan after securing the entire project land as collateral. The Applicant along with Mrs. Rakhi Mittal and Deepak Mittal also gave their Personal Guarantees to PNB to secure the facility.

c. The Respondent submits that the Applicant defaulted upon its repayment terms, which led PNB to enforce its security interest by issuing a notice under Section 13(2) against the Corporate Debtor vide notice dated 11.03.2020. PNB thereafter approached the Ld. Debt Recovery Tribunal, Dehradun vide OA No.217/2020 on 06.08.2020, which was allowed vide order dated 17.02.2021 and a recovery certificate was issued in favour of PNB to recover Rs.21,30,59,997/- with interest @ 12.15% per annum compounded monthly from 06.08.2020 till realization, to be recovered from the Applicant, Mrs. Rakhi Mittal and Mr. Deepak Mittal jointly and severally and also by sale of the mortgaged land. It is further submitted that the project land stands provisionally attached in favour of the Enforcement Directorate, Dehradun Zone vide Provisional Attachment Order dated 29.03.2022.

d. It is also submitted that the Applicant filed Form B dated 23.07.2024 as an 'Operational Creditor' claiming Rs.81,59,00,000/- from the Corporate Debtor towards the market value of the entire project land, which claim was rejected by the Respondent on 31.03.2025 through email. As per the Respondent, such filing of claim by the Applicant as creditor of the Corporate Debtor is an unequivocal, clear and

unambiguous admission on the Applicant's part that the project land belongs to the Corporate Debtor.

e. The RP submits that, in terms of the JV Agreements, the Corporate Debtor was granted the right to get layout drawings/plans sanctioned, advertise the project, invite allottees and enter into agreements with the allottees to create third party rights. The Corporate Debtor was vested with an exclusive bundle of rights to develop/construct over the project land and enter into sale agreements with third party allottees, pursuant to which it entered into Allotment Agreements with various allottees/home buyers and created third party rights.

f. It is submitted that development rights constitute "property" within the meaning of Section 3(27) of the Code, relying upon the judgment of the Hon'ble Supreme Court in *Victory Iron Works Ltd. v. Jitendra Lohia and* Anr., Civil Appeal No.1743/2021 with Civil Appeal No.178/2021. Hence, since the development rights are "property" of the Corporate Debtor, it is submitted that the Respondent's inclusion of the same in the CIRP was not based on any misrepresentation of facts and was as per law.

10. We have heard the Ld. Counsels of both the parties and perused the documents and materials submitted on record. The present application raises issues concerning the Subject Land and the rights and interests of the Corporate Debtor in relation thereto, which are also connected with the Resolution Plan and its implementation.

11. Since, vide a separate order in IA No. 606 of 2025, the Resolution Plan is being referred back to the CoC for reconsideration in view of the subsequent developments, we consider it appropriate not to return any finding on the merits of the issues raised in the present application at this stage. The related issues arising in connection with the Resolution Plan may be considered in the course of such reconsideration of the Resolution Plan.

12. Accordingly, the present application bearing IA No. 650 of 2024 is disposed of.

-Sd-	***-Sd-***
(Ashish Verma)	**(Praveen Gupta)**
Member (Technical)	**Member (Judicial)**

Date: 06.10.2026