IN THE NATIONAL COMPANY LAW TRIBUNAL
NEW DELHI BENCH
COURT-IV

I.A. 6166 ND 2025
IN
C.P. IB 284 (PB) OF 2021

IN THE MATTER OF:

MUKESH KAKAR

...Applicant

Versus

MR. NARENDRA KUMAR SHARMA
RESOLUTION PROFESSIONAL
SPAZE TOWERS PVT. LTD.

...Respondent

AND IN THE MATTER OF:

VIVEK KHANNA & ORS

...Financial Creditors

Versus

SPAZE TOWERS PVT. LTD.

...Corporate Debtor

Order Pronounced on: 05.10.2026

CORAM:

SHRI MAHENDRA KHANDELWAL
HON'BLE MEMBER (JUDICIAL)

SHRI ATUL CHATURVEDI
HON'BLE MEMBER (TECHNICAL)

PRESENT:

For the Applicant : Mr. Aravind Subramaniam, Senior Advocate; Mr. Upamanyu Sharma, Adv.

For the RP : Mr. Karan Gandhi, Mr. Sikhar Tiwari, Mr. Pratham Bansal, Ms. Riya Jain, Ms. Vidhika Kapoor, Advs.

ORDER

PER: ATUL CHATURVEDI, MEMBER (TECHNICAL)

1. The present Application has been filed by the Applicant under Section 60(5) of the Insolvency and Bankruptcy Code, 2016 ("Code") read with Rule 11 of the National Company Law Tribunal Rules, 2016 ("NCLT Rules, 2016") seeking the following reliefs:

i. Pass an order taking on record the Objections being filed herein by the Applicant to the Resolution Plan resolved to be put up for approval before the Committee of Creditors, in the 14th Meeting held on 17.11.2025 & 18.11.2025 for Spaze Towers Private Limited;

ii. Pass an order rejecting the subject matter Resolution Plan for Spaze Towers Private Limited which has been put up for approval before the Committee of Creditors;

iii. Pass an order directing the Resolution Professional to invite fresh bids for a Resolution Plan which satisfies the parameters set out by the Insolvency and Bankruptcy Code, 2016 and associated regulations/guidelines; &

iv. Pass such further order(s) or grant relief as this Hon'ble Court may deem just and proper in the facts and circumstances of the case.

SUBMISSIONS OF THE APPLICANT:

2. Pursuant to getting notice of the CIRP of the Corporate Debtor by way of the public announcement, the Applicant had filed the Claim before the Resolution Professional dated 09.12.2024, of Rs.52,59,583/-.

3. Thereafter, the Applicant had issued Email dated 28.10.2025 objecting to the proposed Resolution Plan and had requested that the said objection be conveyed to the CoC.

4. Vide Email dated 13.11.2025, the Applicant had received the Notice for the 14th Meeting of the CoC to be conducted on 17.11.2025 along with Agenda and the Proposed Resolution Plan submitted by M/s Siddharani Estate.

5. The Resolution plan provides the following:

i. In the Financial Proposal concerning the class of creditors who have filed a claim, to which the Applicant belongs; against the admitted amount of Rs. 46,60,55,780/-, the Resolution Applicant has proposed to pay a one-time settlement amount of Rs.15,00,00,000/- (Rupees Fifteen Crores) towards the unit holders' claims, irrespective of the amount individually paid or received earlier.

ii. Out of the said amount of Rs.15,00,00,000/-, the Resolution Applicant will give priority to the unit holders having Builder Buyer Agreements, by allocating Rs. 12,00,00,000/- (Rupees Twelve Crores) to such allottees

iii. The Resolution Applicant has only allocated Rs. 2,00,00,000/- (Rupees Two Crores) to be disbursed to the unit holders having Memorandum of Understanding. That the Applicant falls within this class of allottee who have entered into the Memorandum of Understanding. That if the said proposal is accepted, the Applicant is likely to get a one-time settlement amount of around Rs.2-4 lacs against the Applicant's claim of around Rs.52 lacs, which is a negligible return compared to what is owed to the Applicant.

6. Being aggrieved by the aforesaid Proposed Resolution Plan, the Applicant had issued Email dated 28.10.2025, i.e., before the meeting of the CoC was scheduled, to the Resolution Professional, objecting to the said Proposed Resolution Plan and also requested that the same should be conveyed to the CoC.

7. The Applicant had received the Minutes of the 14th Meeting of the CoC, vide Email dated 20.11.2025, wherein it was stated that the Resolution Plan, after some modifications/alterations, has been resolved to be put before the CoC for a vote, and the Authorised Representative of the Applicant has failed to put forward the objections raised by the Applicant herein, despite having received the objections from the Applicant on 28.10.2025. Moreover, it was stated in the said Email that E-Voting with respect to the said Resolution Plan

will be conducted for the Real Estate Allottees from 22.11.2025 (at 01:00 P.M.) till 24.11.2025 (till 06:00 P.M.).

8. It was informed to the Applicant, vide Email dated 25.11.2025 that in the E-Voting conducted on 22.11.2025, the Resolution Plan has been voted in favour.

9. The Applicant through this application has raised the following objections to the Resolution Plan:

i. By differentiating and sub-classifying the allottees who have received assured returns, such as the Applicant, with the allottees having Builder Buyer Agreements, the Resolution Plan is essentially creating a class within a class and seeking to deny allottees such as the Applicant their fair share of settlement amount, without any rational basis. Such differentiation, resulting in lesser amounts being offered for one-time settlement, is illegal, arbitrary, and without justification. Accordingly, the Resolution Plan is liable to be set aside and fresh bids be called for so that a more uniform, fair, and justified resolution is proposed.

ii. The allottees who have entered into the Builder Buyer Agreement and those who have entered into the Memorandum of Understanding are both unit holders who have been allotted units under the Project. Therefore, the allottees cannot be differentiated on the basis of whether they entered into the Builder Buyer Agreement or the Memorandum of Understanding.

iii. The Resolution Professional and the Authorised Representative of the allottees who have entered into the MoU have failed to consider and/or record the specific objections raised by the Applicant vide Email dated 28.10.2025. the Resolution Professional is required to ensure that the Resolution Plan satisfies the parameters under the Code and associated regulations/guidelines. However, the Resolution Professional has failed to consider the Applicant's objections, which show that the Resolution Plan is in contravention of, inter alia, Section 30(2) of the Code. The Authorised Representative, who is also holding authority on behalf of the allottees having Builder Buyer Agreements, ought to have considered and recorded the Applicant's objections.

iv. The proposed one-time settlement is in the nature of an enhanced settlement for the allottees having Builder Buyer Agreements, at the cost of allottees such as the Applicant losing out on their fair share of settlement amount, which is unfair, prejudicial, and arbitrary. The Resolution Plan cannot be implemented in a manner which benefits only a sub-class of creditors while the other sub-class suffers at the expense of unjustified allocation of the settlement amount.

v. The Resolution Plan is in contravention of Explanation 1 under clause (b) of sub-section (2) of Section 30 of the Code, which stipulates that distribution must be fair and equitable to each class of creditors. In the

present case, allottees having MoUs are being differentiated and enhanced settlement is being offered to allottees having Builder Buyer Agreements, at the cost of allottees such as the Applicant losing their fair share of settlement amount, which is unfair, prejudicial, and arbitrary.

vi. The Resolution Plan is in contravention of Regulation 37 of the CIRP Regulations, which stipulates that a resolution plan must provide for measures necessary for insolvency resolution of the corporate debtor for maximization of value of its assets, including curing any breach of the terms of any debt due from the corporate debtor. In the present case, the Resolution Plan seeks to give unfair and unjust one-time settlement to one set of allottees while completely ignoring the debts payable to the allottees having MoUs.

vii. The Resolution Plan is in contravention of Regulation 38(3) of the CIRP Regulations, as it does not demonstrate that it is feasible and viable or provide for the requisite approvals and timeline. The Resolution Plan does not propose any revival or project completion and instead proposes a limited cash settlement and transfer of unsold inventory to itself, which is not a resolution but a liquidation-like outcome.

viii. The resolution plan which has been approved also does not propose any revival or project completion; instead, it proposes a limited cash

settlement and transfer of unsold inventory to itself, which is not a resolution but a liquidation-like outcome.

ix. Under the Code, all homebuyers form one class of financial creditors, and differentiating between assured return allottees, such as the Applicant, and allottees having Builder Buyer Agreements violates Section 5(8)(f) of the Code and the CIRP Regulations. The July 2025 Order passed by this Tribunal also recognises Arrow allottees under the same collaboration structure.

x. The plan does not present a credible construction model, feasibility analysis, funding proof, escrow mechanism, or timelines backed by capacity.

xi. The plan requests board waivers from the Department of Town and Country Planning, the Real Estate Regulatory Authority, and other authorities, which cannot be assumed by the CoC and undermine viability.

xii. Project Arrow was one of the 13 projects and 12 out of the said 13 projects have been stated to be completed, which has, in effect, made Project Arrow less burdened with the overall debt. In view of the aforesaid facts and circumstances, the Applicant firmly believes that in case fresh bids are called for, it can reasonably be expected that a more balanced,

fair, and feasible Resolution Plan will be submitted, more prudent than the present Resolution Plan submitted by M/s Siddharni Estate.

xiii. The minutes of the meeting record under Item No. 6 that the Chairman had informed the CoC that Mr. Advait Singh, one of the partners of M/s Siddharni Estate (Resolution Applicant), is the brother of Mr. Ishan Singh (landowner of Project Arrow) and both are Directors in 2 companies. The aforesaid fact raises serious and justified concerns of conflict of interest and can also be a ground for ineligibility of the Resolution Applicant under Section 29A of the Code.

SUBMISSIONS OF THE RESPONDENT/RESOLUTION PROFESSIONAL:

10. The present application is not maintainable as the resolution plan is already approved by the COC on 25.11.2025.

11. Individual homebuyers do not have independent locus standi to challenge the resolution plan once approved by the majority of the CoC.

12. The Code does not provide any leeway or scope to dissatisfied individual Homebuyers in a minority to override the commercial wisdom of the majority in the CoC. Reliance is placed on the Hon'ble Supreme Court in the matter of ***Jaypee Kensington Boulevard Apartments Welfare Association & Ors. vs. NBCC (India) Ltd. & Ors.) Civil Appeal No. 3395 of 2020*** wherein it has been held that the individual home buyers have no locus to challenge the resolution plan. The Hon'ble Supreme Court also inter alia held that the

individual homebuyer should raise their grievance through authorized representative and cannot be allowed to agitate their individual rights in the absence of any failure by the Authorised Representative to address their concerns.

13. Reliance had also been placed on the decisions of the Hon'ble NCLAT in in the matter of ***Mr. Ramprasad Vishvanath Gupta v. Mr. Dinesh Kumar Deora (RP) and Ors., "Company Appeal (AT) (Insolvency) No. 442 of 2025*** and ***Mr. Girish Nalavade v. Bhrugesh Amin and Ors., Company Appeal (AT) (Insolvency) No. 1542 of 2023***.

14. It is settled that minimum judicial intervention on the decision of CoC in its commercial wisdom related to resolution plan and that the Commercial wisdom of the CoC is paramount. Reliance has been placed on Arun Kumar Jagatramka Vs. Jindal Steel and Power Limited and Another, (2021) 7 SCC 474, Vallal RCK Vs. M/s Siva Industries and Holdings Limited and Others, Civil Appeal No. 1811-1812 of 2022, "IMR Metallurgical Resources AG Vs. Ferro Alloys Corporation Limited and Ors., C.A. (AT) (INS) No. 272 of 2020, Rajesh Kumar & Ors. Vs. Rabindra Kumar Mintri & Anr., C.A. (AT) (INS) No. 1489 of 2022,K. Sashidhar v. Indian Overseas Bank (2019) 12 SCC 150, Committee of Creditors of Essar Steel v. Satish Kumar Gupta (2020) 8 SCC 531, and Kalpraj Dharamshi & Anr. v. Kotak Investment Advisors Ltd. & Anr., Civil Appeal Nos. 2943- 2944 of 2020.

ANALYSIS AND FINDINGS:

15. We have heard the Ld. Counsel appearing for the parties and perused the pleadings and documents placed on record.

16. At the outset, we consider it appropriate to deal with the objection of the Resolution Professional regarding the maintainability of the present Application. It is not in dispute that the Resolution Plan submitted by M/s Siddharni Estate was placed before the CoC and was approved by the requisite voting majority on 25.11.2025. The Applicant admittedly forms part of the class of real estate allottees represented through the Authorised Representative. The Respondent has therefore contended that an individual homebuyer cannot seek to challenge a Resolution Plan after the same has been approved by the CoC.

17. The law in this regard is no longer res integra. The Hon'ble Supreme Court in *Jaypee Kensington Boulevard Apartments Welfare Association & Ors. v. NBCC (India) Ltd. & Ors.*, (2022) 1 SCC 401, has categorically held that where homebuyers constitute a class of financial creditors and the Authorised Representative has voted in accordance with the decision of the class, an individual homebuyer cannot stand apart from the class and project his individual viewpoint or grievance by way of an objection or appeal against the Resolution Plan. The Hon'ble Supreme Court has further held that an individual homebuyer or an association of homebuyers cannot maintain a

challenge to the Resolution Plan once the homebuyers as a class have assented to it.

18. The aforesaid principle has also been reiterated by the Hon'ble NCLAT in *Mr. Ramprasad Vishvanath Gupta v. Mr. R. Dinesh Kumar Deora & Ors.*, Company Appeal (AT) (Insolvency) Nos. 442, 474 and 559 of 2025, wherein it was held that an appeal by a single homebuyer challenging approval of a Resolution Plan cannot be entertained once the plan has been approved by the requisite majority.

19. Accordingly, on this ground alone, the present Application is not maintainable. Nevertheless, since detailed objections have been raised by the Applicant concerning the legality and validity of the Resolution Plan, we consider it appropriate, in the interest of completeness, to examine the objections on merits as well.

20. The principal objection of the Applicant is that the Resolution Plan impermissibly creates a "class within a class" by differentiating between allottees having Builder Buyer Agreements ("BBA") and those having Memoranda of Understanding ("MoU"). It is contended that both are unit holders and, therefore, ought to receive identical treatment. We are unable to accept this contention.

21. The principal objection of the Applicant is that the Resolution Plan impermissibly creates a "class within a class" by differentiating between

allottees having Builder Buyer Agreements ("BBA") and those having Memoranda of Understanding ("MoU"). It is contended that both are unit holders and, therefore, ought to receive identical treatment. We are unable to accept this contention.

22. The mere fact that both categories broadly fall within the category of real estate allottees does not mean that the Resolution Plan is prohibited from recognising distinctions arising from the nature and terms of the underlying contractual arrangements. The classification has to be examined with reference to the rights and obligations flowing from the respective documents and the treatment contemplated under the Resolution Plan.

23. In this regard, reliance can be placed on the judgment of the Hon'ble NCLAT in *Everlike Real Estate & Developers Pvt. Ltd. v. Mr. Mohit Goyal, CA, RP of Aadi Best Consortium Pvt. Ltd.*, Company Appeal (AT) (Insolvency) No. 978 of 2024, decided on 02.07.2024. The Hon'ble NCLAT examined the nature of the MoU and declined to treat the same at par with a BBA, recognising that the nature of the underlying document and the rights created thereunder could constitute a valid basis for classification under the Resolution Plan. Relevant excerpt of the judgement is reproduced hereinbelow:

> *"63. We note that there is suitable logic and rational in classification of homebuyers in 4 categories. The 1st category is applicable to those unit holders whose possession has been handed over. Next category is the*

unit holders whose possession of units is pending on CIRP dates. The 3rd category is for the unit holders having cancelled units but having valid BBA and last residual category is for all unit holders having cancelled units without any valid BBA. Thus, first three categories are having valid BBA whereas the last category does not as the valid BBA.

65. Suffice to note that adequate justification of such classification has been given along with treatment to be made to different categories and cannot be treated as illegal or on the wrong side of law by any logic.

66. We also note that the commercial wisdom of the CoC cannot be challenged as stipulated in several judgments of this Appellate Tribunal as well as Hon'ble Supreme Court of India. In this connection we note that the COC has voted in favour of the Resolution Plan of Respondent No. 2 by 100% voting rights. At this juncture, it is significant to point out that the homebuyers as a class have also voted in favour of the Resolution Plan and thus any single homebuyer cannot be allowed to challenge the same.

We will also refer to the judgement passed by Hon'ble Supreme Court of India in case of Essar Steel India (Supra). The relevant portion of the said judgment is read as under :-

> *"88. By reading paragraph 77 (of Swiss Ribbons) dehors the earlier paragraphs, the Appellate Tribunal has fallen into grave error*

Paragraph 76 clearly refers to the UNCITRAL Legislative Guide which makes it clear beyond any doubt that equitable treatment is only of similarly situated creditors. This being so, the observation in paragraph 77 cannot be read to mean that financial and operational creditors must be paid the same amounts in any resolution plan before it can pass muster. On the contrary, paragraph 77 itself makes it clear that there is a difference in payment of the debts of financial and operational creditors, operational creditors having to receive a minimum payment, being not less than liquidation value, which does not apply to financial creditors. The amended Regulation 38 set out in paragraph 77 again does not lead to the conclusion that financial and operational creditors, or secured and unsecured creditors, must be paid the same amounts, percentage wise, under the resolution plan before it can pass muster. Fair and equitable dealing of operational creditors' rights under the said Regulation involves the resolution plan stating as to how it has dealt with the interests of operational creditors, which is not the same thing as saying that they must be paid the same amount of their debt proportionately. Also, the fact that the operational creditors are given priority in payment over all financial creditors does not lead to the conclusion that such

payment must necessarily be the same recovery percentage as financial creditors. So long as the provisions of the Code and the Regulations have been met, it is the commercial wisdom of the requisite majority of the Committee of Creditors which is to negotiate and accept a resolution plan, which may involve differential payment to different classes of creditors, together with negotiating with a prospective resolution applicant for better or different terms which may also involve differences in distribution of amounts between different classes of creditors."

(Emphasis Supplied)

67. From above judgment of Essar Steel India (Supra), it is clear that once the CoC approves the Resolution Plan by the requisite majority, the same cannot be challenged by any individual unit buyer/homebuyer like the Appellant in the present appeal.

68. We note that the Hon'ble Supreme Court of India in the case of Jaypee Kensington (Supra) has given a clear ruling that no individual homebuyers has any locus to challenge resolution plan if the Resolution Plan which has been approved by voting of more than 50% of voting shares of homebuyers as a class.

The relevant part of the judgment reads as under :-

"210.5. Having regard to the scheme of IBC and the law declared by this Court, it is more than clear that once a decision is taken, either to reject or to approve a particular plan, by a vote of more than 50% of the voting share of the Financial Creditors within a class, the minority of those who vote, as also all others within that class, are bound by that decision. There is absolutely no scope for any particular person standing within that class to suggest any dissention as regards the vote the Resolution Plan. It is obvious that if this finality and binding force is not provided to the vote cast by the authorised representative over the resolution plan in accordance with the majority decision of the class he is authorised to represent, a Plan of Resolution involving large number of parties (like an excessively large number of homebuyers herein) may never fructify and the only result would be liquidation, which is not the prime target of the Code. In the larger benefit and for common good, the democratic principles of the determinative role of the opinion of majority have been duly incorporated in the scheme of the Code, particularly in the provisions relating to voting on the Resolution Plan and binding nature of the vote of authorised representative on the entire class of the Financial Creditor(s) he represents.

210.6. To put it in more clear terms qua the homebuyers, the operation of sub-Section (3-A) of Section 25-A of the Code is that their authorised representative is required to vote on the Resolution plan is accordance with the decision taken by a vote of more than 50% of the voting share of the homebuyer; and this 50% is counted with reference to the voting share of such homebuyers who choose to cast their vote for arriving at the particular decision. Once this process is carried out and the authorised representative has been handed down a particular decision by the requisite majority of voting share, he shall vote accordingly and his vote shall bind all the homebuyers, being of the single class he represents.

218. To sum up this part of discussion, in our view, after approval of the Resolution Plan of NBCC by CoC, where homebuyers as a class assented to the Plan, any individual homebuyer or association cannot maintain any challenge to the Resolution Plan nor could be treated as carrying any legal grievance."

(Emphasis Supplied)

69. This makes absolutely clear that the Resolution Plan may provide different categories of creditors and different payment schemes, as seen in the present case which is valid and legally enforceable. The ratio of the above judgment is very explicit and clear and therefore we find that

the Appellant has no locus in the present appeal to challenge the Resolution Plan or his classification in category 4 of the Resolution Plan on his own as individual homebuyer/ allottees.

70. As regard the plea of the Appellant that his claims were accepted by the Respondent No. 1 initially as homebuyer and the Respondents erred in classifying his claims in category 4 subsequently and therefore, the Impugned Order approving the Resolution Plan in classifying him into category 4 is perverse."

24. The Applicant has also contended that the allocation of Rs.12 Crores to BBA holders and Rs.2 Crores to MoU holders amounts to an unfair and prejudicial distribution. We find that the Applicant is essentially seeking a different allocation of the amount. Such a prayer concerns the commercial terms of the Resolution Plan. The requirement of fair and equitable treatment under Section 30(2) cannot be construed as requiring mathematical equality in distribution amongst every sub-category of creditors. What is required is compliance with the statutory parameters of the Code. The Applicant has failed to establish any violation of a mandatory requirement under Section 30(2) merely on the basis that the proposed recovery for his category is lower.

25. Moreover, these aspects are related t to the commercial wisdom of the CoC. It is a settled law that the Adjudicating Authority is not supposed to examine the merits of the decision taken under commercial wisdom.

26. Therefore, the Applicant's contention that differentiation between MoU holders and BBA holders is, per se, impermissible merely because both are unit holders cannot be accepted. The Code does not mandate that every allottee must necessarily receive identical treatment irrespective of the nature of the contractual arrangement governing the allotment. The Applicant has failed to demonstrate that the classification adopted in the Resolution Plan is founded on an arbitrary or extraneous consideration or that it is prohibited by any provision of the Code.

27. The objection under Regulation 37 of the CIRP Regulations is also without merit. The Applicant contends that the Resolution Plan provides an unfair one-time settlement and does not adequately deal with the debts payable to MoU holders. However, the Code does not prescribe that a Resolution Plan must necessarily adopt a particular mode of resolution or provide for completion of the project in the manner suggested by an individual allottee. The measures forming part of the Resolution Plan are required to be assessed as a whole and within the statutory framework. The Applicant has not demonstrated that the proposed settlement is prohibited under Regulation 37.

28. The Applicant has further alleged that the Resolution Professional and the Authorised Representative failed to consider and record the objections raised vide Email dated 28.10.2025. We note that the Applicant had raised

objections before the CoC proceedings and had sought that the same be conveyed to the CoC. However, the statutory scheme does not contemplate that every individual objection raised by a member of a class must necessarily result in acceptance or modification of the Resolution Plan. The Authorised Representative represents the class and the ultimate decision is taken in accordance with the voting mechanism prescribed under the Code. The mere non-acceptance of an individual allottee's objections does not render the CIRP or the Resolution Plan invalid.

29. Similarly, the Applicant's objection that the Resolution Plan does not contemplate revival or completion of Project Arrow and instead provides for a cash settlement and transfer of unsold inventory, thereby resulting in a "liquidation-like outcome", cannot be accepted as a ground for interference. The Code does not prescribe that a Resolution Plan must necessarily result in physical completion of every project of the Corporate Debtor. Whether the proposed commercial structure represents a viable resolution is primarily a matter for consideration by the CoC.

30. The contention that the Resolution Plan does not contain a credible construction model, feasibility analysis, funding proof, escrow mechanism or timelines backed by capacity also essentially invites this Adjudicating Authority to undertake a fresh commercial assessment of the Resolution Plan. The CoC, having considered the Resolution Plan and approved the same, is

the body entrusted with determining its commercial viability and feasibility. In the absence of any demonstrated violation of the mandatory requirements of the Code, such commercial assessment cannot be substituted by this Adjudicating Authority.

31. The Applicant has also objected to the proposal seeking waivers/approvals from the Department of Town and Country Planning, the Real Estate Regulatory Authority and other authorities. We find that the mere fact that the Resolution Applicant has proposed to obtain such approvals or waivers does not, by itself, render the Resolution Plan contrary to the Code. Any statutory approval required under the applicable law would necessarily remain subject to the decision of the concerned statutory authority.

32. The Applicant has further contended that Project Arrow was one of 13 projects, out of which 12 have allegedly been completed, and therefore fresh bids may result in a better Resolution Plan. This contention is speculative. The possibility that a fresh bidding process may result in a plan which is more beneficial to the Applicant cannot constitute a ground for setting aside a Resolution Plan duly approved by the CoC. The Code does not permit reopening of an approved Resolution Plan merely on the basis of a possibility that a better commercial proposal may be received.

33. The Applicant has raised concerns regarding the relationship between Mr. Advait Singh, one of the partners of M/s Siddharni Estate, and Mr. Ishan

Singh, stated to be the landowner of Project Arrow, and has alleged that such relationship gives rise to a conflict of interest and may render the Resolution Applicant ineligible under Section 29A of the Code. We note that the minutes of the CoC meeting record the disclosure regarding the relationship. However, mere relationship or common directorship, without establishing that the Resolution Applicant falls within any of the specific disqualifications enumerated under Section 29A, cannot by itself result in a finding of ineligibility. No material has been placed before us establishing that any particular clause of Section 29A is attracted at this stage. The objection, therefore, remains at the level of apprehension and cannot be a basis for setting aside the Resolution Plan. Further, the question of eligibility of M/s Siddharni Estate under Section 29A, including the effect, if any, of the relationship and common directorship referred to by the Applicant, shall also be considered by this Adjudicating Authority at the appropriate stage while examining the Resolution Plan. The present objection, therefore, does not warrant rejection of the Resolution Plan or invitation of fresh bids at this stage.

34. We accordingly find that the Applicant has failed to establish any violation of Section 30(2) of the Code or the applicable CIRP Regulations warranting interference with the Resolution Plan. The distinction between BBA holders and MoU holders is not, in itself, impermissible. The remaining objections

substantially relate to the commercial wisdom of the CoC and do not disclose any ground for judicial interference.

35. In view of the above discussion, we don't find any merit in the present Application.

36. Accordingly, the present Application bearing I.A. 6166 OF 2025 is **dismissed**. No order as to costs.

-SD/-

ATUL CHATURVEDI
MEMBER (TECHNICAL)

-SD/-

MAHENDRA KHANDELWAL
MEMBER (JUDICIAL)