IN THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH (COURT– I) CHENNAI

ATTENDANCE CUM ORDER SHEET OF THE HEARING
HELD ON **13.10.2026** THROUGH VIDEO CONFERENCING

PRESENT: **HON'BLE SHRI. SANJIV JAIN, MEMBER (JUDICIAL)**
HON'BLE SHRI. VENKATARAMAN SUBRAMANIAM, MEMBER (TECHNICAL)

IN THE MATTER OF : Arihant Retail Pvt Ltd
Vs
Axis Bank Ltd

MAIN PETITION NUMBER : CP(IB)/265(CHE)/2024

(IA/MA) APPLICATION NUMBERS

IA(IBC)(Plan)/9/(CHE)/2026

ORDER

Present: Ld. Counsel Shri. Raghav Menon for the RP, along with the RP.

Ld. Counsel Shri. Sachin for the SRA

Vide separate order pronounced in the Open Court, the plan is approved. The application **IA(IBC)(Plan)/9/(CHE)/2026 is disposed of.**

Sd/-

(VENKATARAMAN SUBRAMANIAM)
MEMBER (TECHNICAL)

Sd/-

(SANJIV JAIN)
MEMBER (JUDICIAL)

MG

Date: 13.10.2026

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

In the matter of ***Arihant Retail Private Limited***

IB(IBC)/PLAN/9(CHE)/2026

In

CP(IBC)/265(CHE)/2024

(filed under Section 30(6) and Section 31 of the Insolvency and Bankruptcy Code, 2016 r/w Regulation 39(4) of IBBI (Insolvency Resolution Process for Corporate Persons), 2016)

Shruti Lohia
Resolution Professional for Arihant Retail Private Limited
No. 184, Poonamallee High Road,
6-FF, Golden Enclave,
Kilpauk, Chennai - 600 010

. . . Applicant

Order pronounced on ***13th October, 2026***

CORAM:

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

For Applicant : *Raghav Menon, Advocate*
: *Resolution Professional in person*

O R D E R

1. Under consideration is an application ***IB(IBC)/PLAN/9(CHE)/2026*** filed under Section 30(6) read with Section 60(5) of the Insolvency and Bankruptcy Code, 2016 (IBC, 2016) and

Regulation 39(4) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (CIRP Regulations, 2016) by the Resolution Professional of the Corporate Debtor viz., ***ARIHANT RETAIL PRIVATE LIMITED*** seeking approval of resolution plan submitted by the Successful Resolution Applicant (SRA) viz., ***POTHYS RETAIL PRIVATE LIMITED*** seeking the following reliefs:

A. *Allow the present application;*

B. *Approve the Resolution Plan dated 27.02.2026 & addendum dated 20.07.2026 submitted by the Pothys Retail Pvt. Ltd, (SRA), as approved by the Committee of Creditors of the Corporate Debtor, Arihant Retail Private Limited, with 100% voting share in favour under Section 30(4) of the Insolvency and Bankruptcy Code, 2016, after considering its feasibility and viability in terms of Section 31 of the Code.*

C. *Grant and allow the reliefs, concessions, and waivers, sought under Clause 26 (Page 48 to 55 of the Resolution plan dated 27.02.2026) of the Resolution plan dated 27.02.2026 to the extent deemed fit and proper by this Tribunal.*

D. *In terms of the Resolution Plan, direct for the appointment of the Monitoring Committee.*

E. *To pass such further orders/reliefs as may be deemed fit and proper in the facts and circumstances of the case and thus render justice.*

2. CORPORATE INSOLVENCY RESOLUTION PROCESS – IN BRIEF

2.1. The Corporate Debtor is a private limited company incorporated on 21.05.1996 under the Companies Act, 1956 having its registered office at No.29, Namashivaya Street, Old Washermenpet, Washermanpet, Chennai, Tondiarpet Fort St George, Tamil Nadu, India – 600021. The Corporate Debtor is also an MSME having Registration Certificate dated 15.02.2022. The Corporate Debtor was involved in retail textile business. The Corporate Debtor obtained credit facilities from LIC Housing Finance Limited, Karur Vysya Rank Limited, Axis Bank Limited and Cholamandalam Investment and Finance Company Limited. However, due to the Covid-19 lockdown, the Company incurred losses since 2020.

2.2. The Company Petition, CP(IBC)/265(CHE)/2024 was filed by Corporate Debtor under Section 10 of the IBC, 2016 for initiation of Corporate Insolvency Resolution Process (CIRP) against it. The Petition was admitted by this Tribunal vide an order dated 02.05.2025 and Sivakumar Amarendran (erstwhile IRP) was appointed as the Interim Resolution Professional. Subsequently, the Applicant herein was appointed as the Resolution Professional in the 3rd CoC meeting held on 22.07.2025. The change in the Resolution Professional was approved vide order of this Tribunal dated 04.09.2025.

2.3. **Constitution of CoC:**

2.3.1. The Erstwhile IRP made public announcement in Form A on 09.05.2025 in terms of Regulation 6 of CIRP Regulations, 2016 inviting

claims from the creditors of the Corporate Debtor and the last date for the submission of claims was fixed as 20.05.2025. The Erstwhile IRP collated the claims submitted by the creditors of the Corporate Debtor and constituted the Committee of Creditors (CoC) as under:

Sr. No.	Name of the Creditor	AMOUNT CLAIMED (Rs.)	AMOUNT ADMITTED (Rs.)	%
1.	LIC Housing Finance Ltd.	94,99,95,862	50,24,42,002	68.20%
2.	Karuru Vysya Bank	21,53,40679	12,50,00,000	16.39%
3.	Axis Bank	19,93,03,992	11,75,00,000	15.41%

2.3.2. Thereafter, the Applicant/ Resolution Professional admitted the interest component of the claims of the Financial Creditors and re-constituted the CoC. The re-constituted CoC was taken on record by order of this Tribunal dated 17.03.2026 in IA(IBC)/419(CHE)/2026 as under:

Sr. No.	NAME OF THE CREDITOR	AMOUNT CLAIMED	AMOUNT ADMITTED	%
1.	LIC Housing Finance Ltd.	94,99,95,862	93,72,48,285	69.66%
2.	Karuru Vysya Bank	21,53,40679	21,53,40,678	16.00%
3.	Axis Bank	19,93,03,992	19,29,84,212	14.34%

2.3.3. On 23.01.2026, Giriras Investment Private Limited filed its claim in Form C as 'Financial Creditor'. However, the CoC with a majority of 69.56% approved the admission of the claim received under the category of 'Operational Creditor'.

2.4. **Valuation of assets of Corporate Debtor:**

2.4.1. In terms of Regulation 27 of CIRP Regulations, 2016, the Applicant appointed two registered valuers for each asset class, viz., (i) Land and Building; and (ii) Securities and Financial Assets, for the purpose of determining the Fair Value and Liquidation Value of the assets of the Corporate Debtor. The valuation summary submitted by the Applicant is extracted below:

VALUATION SUMMARY IN THE MATTER OF M/S ARIHANT RETAIL PRIVATE LIMITED

(Amount In Rs.)

Land and Building			**Securities and Financial Assets**		
	Fair Value	**Liquidation Value**		**Fair Value**	**Liquidation Value**
Mr. Pradeep	518330000	414664000	**Treu Valuation Services Private Limited**	NIL	NIL
Mr. Babu Venkatesh	473123500	354842625	**Mr. Prateek Mittal**	NIL	NIL
Average	495726750	384753313	**Average**	NIL	NIL
Average Total Fair Value	495726750		**Average Total Liquidation Value**	384753313	

2.5. **Approval of the Resolution Plan:**

2.4.1 The Applicant published Form G on 20.11.2025 in The New Indian Express (English) and Dinamani (Tamil) and the last date for submission of Expressions of Interest (EOIs) was fixed as 05.12.2025.

Although the Applicant received six (6) EOIs before the due date, based on the request of the interested parties, the CoC, by way of a circular resolution concluded on 06.12.2025, approved the revised timelines. Pursuant thereto, Form G was re-issued on 07.12.2025 in The New Indian Express (English) and Dinamani (Tamil) and the last date for submission of claims was fixed as 15.12.2025. This time, the Applicant received nine (9) EOIs before the due date.

2.4.2 The final list of seven (7) PRAs was issued on 06.01.2026 and the last date for receipt of Resolution Plans was fixed as 05.02.2026. The Applicant received 4 Resolution Plans of the followings before the due date i.e.,

a. Advantech Technology Pvt. Ltd
b. Pothys Retail Pvt. Ltd.
c. Shine Star Build Cap Pvt. Ltd.
d. Kanchansobha Finance Pvt. Ltd

2.4.3 In the 12th CoC meeting held on 17.02.2026, the CoC decided that none of the resolution plans are feasible and requested the submission of revised plans from the four PRAs before 03.03.2026. Only Pothys Retail Private Limited submitted the revised resolution plan. Since the plan of Kanchansobha Finance Pvt. Ltd was conditional plan, the Plan of Advantech private Limited, Shine Star Build Cap Pvt. Ltd and the revised plan of Pothys Retail Pvt. Ltd were put for voting before the CoC in the 14th CoC meeting held on 14.03.2026. The CoC however rejected all the three Resolution Plans

and approved a resolution for liquidation of the Corporate Debtor under Section 33(2) of IBC, 2016 and an application for liquidation IA(IBC)(LIQ)/10/(CHE)/2026 was filed.

2.4.4 In the 16th CoC meeting held on 16.06.2026, based on the request for extension of time for deliberation on resolution plan by LIC Housing Finance Limited, it was resolved to file an application for extension of CIRP period. This Tribunal vide order dated 09.07.2026 in IA(I.B.C)/1136(CHE)2026, by virtue of the powers vested in it under Section 33 of IBC, 2016 and the Regulation 40F of CIRP Regulations, 2016, restored the CIRP for 60 days from the dated pronouncement of the order.

2.4.5 On 23.07.2026, the Applicant received addendum to the resolution plan from two PRAs i.e., Shine Star Build Cap Pvt. Ltd and Pothys Retail Pvt. Ltd. In the 19th CoC meeting held on 04.08.2026, the CoC considered the plans of two the PRAs and the CoC with 100% voting share approved the Resolution Plan of Pothys Retail Private Limited,

Decision taken by the Committee of Creditors (CoC)					
S.NO	PARTICULARS	APPROVED/ REJECTED	APPROVED (% OF VOTING SHARE)	REJECTED (% OF VOTING SHARE)	ABSTAINED (% OF VOTING SHARE)
1.	**To approve the Resolution Plan of M/s Pothys Retail Private Limited** To consider and, if thought fit, based on the discussions & deliberations by the members, to pass with or without modification, if any, the following resolution: *"**RESOLVED THAT** the members of the Committee of Creditors be and hereby approves the Resolution Plan dated 27.02.2026 (& addendum submitted subsequently on 23.07.2026)submitted by* **M/s Pothys Retail Private Limited** *in the matter of Arihant Retail Private Limited after considering its feasibility and viability in terms of section 30(4) of Insolvency and Bankruptcy Code, 2016 ("Insolvency Code") and has provisions in compliance of Section 30(2) of IBC Code, 2016 and Regulation 37, 38 and 39(1) of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 and confirms that it has provisions for effective implementation."* *"**RESOLVED FURTHER THAT** the members of the Committee of Creditors be and hereby authorizes the Resolution Professional to file an application under section 30(6) of Insolvency and Bankruptcy Code, 2016 read with Regulation 39 of the Insolvency and Bankruptcy Board of India*	APPROVED	100%	-	-
	(Insolvency Resolution Process for Corporate Persons) Regulations, 2016 for the approval of the Resolution Plan to the Hon'ble NCLT, Chennai Bench." *"**RESOLVED FURTHER THAT,** the legal fees incurred towards filing of the application for approval of the Resolution Plan before the Adjudicating Authority shall form part of the Corporate Insolvency Resolution Process (CIRP) cost.*				

Name of the CoC Member	% of Voting Share	Resolution No 1	
LIC Housing Finance Limited	69.65	✔	
Karur Vysya Bank	16.00	✔	
Axis Bank Limited	14.35	✔	
TOTAL	100.00		

2.6. **Extension of CIRP timeline:**

2.11.1.During the course of CIRP, the CoC sought extensions of timelines twice and the same were approved by the Tribunal for the reasons stated hereunder,

S.No	IA No.	Order date	Extension period	Reason for extension
1	IA(IBC)/1800 (CHE)2025	19.11.2025	From 29.10.2025 Up to 27.01.2026	For issuance of Form-G
2	IA(IBC)/172 (CHE)2026	03.02.2026	From 28.01.2026 Up to 28.03.2026	To consider and deliberate upon the EOIs received
3	IA(IBC)/615 (CHE)/2026	21.04.2026	From 29.03.2026 Up to 27.04.2026	To vote on the resolution plans received
4	IA(IBC)(LIQ)/ 10/(CHE)/2026	30.07.2026	Period of 73 days from 27.04.2026 to 09.07.2026 are excluded as pendency of Liquidation Application	The application was filed on 27.04.2026
5	IA.NO. 1136 of 2026 (Restoration Application)	09.07.2026	From 09.07.2026 to 07.09.2026	To provide opportunity to PRAs to submit enhanced plan

2.7. Hence, the present Application seeking approval of the Resolution Plan submitted by the SRA viz. Pothys Retail Private Limited has been filed before this Tribunal on 03.09.2026 before the expiry of the CIRP period.

3. SALIENT FEATURES OF THE RESOLUTION PLAN

3.1. The Successful Resolution Applicant (SRA) is Pothys Retail Private Limited, having its registered office at Pothys Traditional Showroom, No.15. Nageswara Rao Road. T. Nagar Thygarayanagar, Chennai 600017. The SRA is part of the Pothys Group which is a reputed business group with a long-standing presence in Indian textile and retail sector. As of the year ended 31.03.2025, the Pothys Group has cloaked a turnover of Rs. 6000 Crores (US$700 million) with net positive margin. SRA affirms that it has examined the business of the Corporate Debtor and is satisfied that the Corporate Debtor can be revived through the implementation of the Resolution Plan.

3.2. **Chapter I Clause 2** of the Plan defines, **'Approval Date'** as the date on which the Adjudicating Authority approves the Resolution Plan. **'Effective Date'** is defined as the date on which this resolution plan is finally approved by the Adjudicating Authority vide its order of approval, subject to there being no stay/ injunction being granted by any court/tribunal with respect to the NCLT Approval Order and/or the implementation of this Resolution Plan.

3.3. **'Closing Date'** means the date on which all the payments in respect of the CIRP Costs, operational creditors, financial creditors and other creditors as proposed in this resolution plan are completed by the SRA for all the rights, interests and entitlements in all the assets, rights, entitlements of the Corporate Debtor to get vested to the SRA.

3.4. The total Resolution Plan value is Rs. 43,02,00,000/ (Rupees Forty-Three Crores Two Lakhs only), exclusive of CIRP costs and the value of trade receivables retained by the Secured Financial Creditors.

3.5. The Resolution Plan provides for payment of Rs. 65,00,000/- towards CIRP costs; Rs. 42,25,00,000/- for secured financial creditors, and Rs. 12,00,000 towards Operational Creditors.

3.6. In addition to the above, the SRA proposes to infuse Rs. 15,00,00000/- (Rupees Fifteen Crores Only) as capital expenditure and working capital funds.

3.7. From the Approval Date till the Closing Date, the management and control of the Corporate Debtor including its operations will be with the Monitoring Committee for effective implementation of the Resolution Plan.

3.8. The management, custody and control of the Corporate Debtor and its assets shall be handed over by the Resolution Professional to the SRA immediately after the Closing Date.

3.9. The SRA in **Clause 45 Page 63 of the Plan** has confirmed that it is eligible and not falling under Section 29A of the Code to submit the Plan.

4. AMOUNTS PAYABLE UNDER THE RESOLUTION PLAN TO VARIOUS CLASSES OF CREDITORS OF THE CORPORATE DEBTOR.

4.1. The amounts payable to different classes of creditors under the Plan and their respective percentage of admitted claims proposed to be paid in the Plan, as provided in **Substituted Table 12** of the Addendum is extracted hereunder,

Table 12: Total Financial Outlay to Stakeholders under the Resolution Plan:

Category of claimants	Total claims admitted (In Rs.)	Total amount payable as per the Resolution Plan (In Rs.)	% of claims admitted to Resolution Plan value
Corporate Insolvency Resolution Process Costs Note: It is estimated as at **Rs. 65,00,000/-. But will be paid at actuals. Any increase in CIRP costs above the estimated amount shall be paid by the Resolution Applicant. Any decrease in the CIRP costs below the estimated amount shall be paid to the Secured Financial Creditors in proportion to their respective entitlements under the Resolution Plan.**	65,00,000.00 (estimated)	65,00,000.00	100%
Secured Financial Creditors	1,34,55,73,174.71	**42,25,00,000.00**	**31.40%**
Unsecured Financial Creditors Note: Claims rejected in entirety	Nil	Nil	Nil
Operational Creditors			
- Government Dues	20,21,39,948.00	**12,00,000.00**	**0.50%**
- Workmen/Employees Note: No claims received	Nil		
- Other Operational Creditors	3,62,05,600.00		
Other Creditors Note: No claims received	Nil	Nil	Nil
Shareholders Note: No claims received	Nil	Nil	Nil
Total Resolution Plan Value to Stakeholders		**43,02,00,000.00**	

4.2. **CIRP Costs:**

a. The CIRP costs shall be paid in actuals in full and in priority to the payment of any other debts or claims of the Corporate Debtor, in accordance with the provisions of the IBC, 2016.

b. As per the Addendum to the Plan, the estimated CIRP costs is Rs. 65,00,000/- (Rupees Sixty-Five Lakhs). The SRA in the Addendum proposes to pay Rs. 65,00,000/- (Rupees Sixty-Five Lakhs) towards CIRP costs.

c. If the CIRP costs exceed the estimated amount under the Plan, additional CIRP costs will be paid by the SRA.

d. If the actual CIRP costs is less than the estimated CIRP costs, remaining surplus shall be paid to the Secured Financial Creditors in proportion to their respective entitlements under the Plan.

4.3. **Financial Creditors:**

a. The **Substituted Clause 10.2 of the Addendum** to the Resolution Plan provides for payment of **Rs. 42,25,00,000** (Rupees Forty-Two Crores Twenty-Five Lakhs Only) toward full and final settlement of claims of the Secured Financial Creditors.

b. The Addendum provides the CoC with the liberty to approve, modify or adopt the inter se distribution of the Plan proceeds amongst the Secured Financial Creditors.

c. The distribution inter-se the Secured Financial Creditors proposed in the Addendum is extracted hereunder:

Table 6: Apportionment Table: Distribution Schedule to Secured Financial Creditors

Name of the Secured Financial Creditor	Terms	Proposed Payment under the Resolution Plan (In Rs.)
LIC Housing Finance Limited	**Rs. 41.50 Crores** out of the total Resolution Plan value allocated to Secured Financial Creditors shall be payable to LIC Housing Finance Limited, being the secured Financial Creditor holding a valid and enforceable security interest over the land and building of the Corporate Debtor, which constitutes the only realizable asset forming part of the Resolution Plan.	**41,50,00,000**

Name of the Secured Financial Creditor	Terms	Proposed Payment under the Resolution Plan (In Rs.)
Axis Bank	Balance **Rs. 75 Lakhs** of the Resolution Plan value allocated to Secured Financial Creditors shall be apportioned between Axis Bank & KVB who hold security interests over current assets of the Corporate Debtor, the fair value of which has been assessed as nil. This amount shall be distributed in proportion to the ratio of their admitted claims.	**35,44,681**
Karur Vysya Bank		**39,55,319**
	Total	**42,25,00,000**

d. In view of the distribution proposed under the Plan, the below mentioned charges over the assets of the Corporate Debtor shall stand released, discharged and terminated:

Table 4: Existing Charges/Security Interest created over the assets of the Corporate Debtor (as mentioned in the IM)

Name of the Secured Financial Creditor	Existing Security Interest on the assets of the Corporate Debtor
LIC Housing Finance Limited	Mortgage of Land in the name of the Corporate Debtor at New No. 18, (Old no. 72), Cemetery Road, Chennai, 600021, comprised in re-survey number 1753/1 and 1753/2 (Old Nos. 54 and 57), Block No. 25, Collector certificate No. 3533, Tondiarpet Division Fort, Tondiarpet taluk with a land area of measuring 29,664 Sqft, and Building , Arihant Square Mall constructed thereon with a built-up area of 69,000 Sqft
Axis Bank	First Charge over the entire current assets of the Corporate Debtor
Karur Vysya Bank	First Charge over the entire current assets of the Corporate Debtor

e. Additionally, a charge of Kotak Mahindra Bank Limited is reflected as 'unsatisfied' in the MCA portal. However, no claim has been filed by Kotak Mahindra Bank Limited and hence, upon approval of the Plan, the security too shall stand extinguished.

f. The total admitted claim of the Unsecured Financial Creditors of the Corporate Debtor is NIL. Since, all three unsecured financial creditors are related parties whose claims have not been admitted, they would not be treated as 'dissenting financial creditors'. The details of the Unsecured Creditors are reproduced as under:

Table 7: Unsecured Financial Claims received and admitted

Name of the Unsecured Financial Creditor	Amount of claim submitted (In Rs.)	Amount of claim admitted (In Rs.)	Amount of claim rejected (In Rs.)
Vishal Surana HUF	2,90,00,490.00	---	2,90,00,490.00
Vaishali Surana	14,04,85,085.00	---	14,04,85,085.00
Sanskar Surana	1,27,54,608.00	---	1,27,54,608.00
Total	18,22,40,183.00	---	18,22,40,183.00

g. There are no dissenting Financial Creditors for the Resolution Plan. However, Substituted Clause 10.6 of the Addendum provides that any Dissenting Financial Creditors shall not be paid an amount less than the lower of the amount (i) to be paid to such creditors in the event of a liquidation of the corporate debtor under section 53; or (ii) that would have been paid to such creditors, if the amount to be distributed under the resolution plan had been distributed, in accordance with the order of priority in sub-section (1) of section 53, as the case maybe.

4.4. **Operational Creditors:**

a. As per **Substituted Clause 11.1 of the Addendum,** based on the Information Memorandum, fair value disclosed is insufficient to satisfy the claims of the Secured Financial Creditors. Consequently, in accordance with the priority of distribution prescribed under Section 53 of the Code, the liquidation value attributable to the Operational Creditors would be NIL.

b. Operational Creditors are entitled to receive, under a Resolution Plan, an amount not less than the liquidation value payable to them in the event of liquidation of the Corporate Debtor. The Liquidation Value was not disclosed in the Information Memorandum. Since the liquidation value would necessarily be lower than the fair value of the assets of the Corporate Debtor, in the event of Liquidation of the

Corporate Debtor, the amount attributable to the Operational Creditors would also be NIL.

c. Nonetheless, the Substituted Clause 11.2 provides for an amount of Rs. 12,00,000/- (Rupees Twelve Lakhs to be paid to the Operational Creditors as full and final settlement of its claims.

d. Out of the total amount allocated to the Operational Creditors, Rs. 67 ,010/- (Rupees Sixty-Seven Thousand and Ten only) shall be paid towards full and final settlement of the admitted dues payable to the Employees' State Insurance Corporation (ESI).

e. The remaining amount of Rs. 11,32,990 (Rupees Eleven Crores Thirty-Two Lakhs and Nine Hundred and Ninety Only) shall be apportioned among the remaining Operational Creditors viz., Income Tax Department, Commercial Tax Department, Greater Chennai Corporation, Girias Investment Private Limited.

f. There are no workmen claims as on the date of the Addendum. However, Substituted Clause 11.2 (viii) provides that, in case any claim is approved prior to approval of the Resolution Plan by the Tribunal and any liquidation value is attributable to such workmen, payments will be made out of the Rs. 11,32,990 (Rupees Eleven Crores Thirty-Two Lakhs and Nine Hundred and Ninety Only) allocated to the remaining operational creditors other than ESI.

g. Substituted Clause 48 (ii)(c) of the Addendum provides that one of the Operational Creditors, Chennai Metro Water-Corporation had informed the Applicant/ Resolution Professional of the dues of Rs. 25,00,000/-, however, no claim was submitted as on the date of the Addendum. If the Claim of Chennai Metro Water-Corporation is submitted prior to the approval of the Resolution Plan by the COC or the Tribunal, the distribution amongst the Operational Creditor (Government Dues) shall be adjusted on pro-rata basis with the aggregate not exceeding Rs. 12,00,000/-.

12. INTENDED USE OF ASSET AND INFUSION OF CAPEX AND WORKING CAPITAL ETC.,

i. The sole asset forming part of the Resolution Plan is the land and building of the Corporate Debtor, presently comprising a shopping mall/complex with multiple retail store units. The Resolution Applicant proposes to repurpose and redevelop the said asset for its optimal and sustainable use.

ii. In furtherance thereof, upon approval of this Resolution Plan by the Adjudicating Authority, the Resolution Applicant intends to demolish the existing superstructures presently comprising multiple retail units and to undertake fresh construction on the said land for development of a single, integrated commercial store like the existing "Pothys" stores in place of the existing mall/complex.

iii. For the purposes of such demolition, redevelopment, and construction of the proposed single commercial store, the Resolution Applicant proposes to incur capital expenditure aggregating to approximately Rs. 15,00,00,000/- (Rupees Fifteen Crores Only) within a period of 2 years from the effective date. The said capital expenditure shall be arranged by the Resolution Applicant and shall be over and above the amounts proposed to be paid to the stakeholders under this Resolution Plan.

iv. Notwithstanding the foregoing, the amount to be infused by the RA shall be limited to the actual requirement as may be incurred. Any increase or decrease in the estimated capital expenditure or other funding requirements shall be arranged by the RA, as and when necessary).

4.5. **Infusion of Capex and Working Capital**

a. In Clause 12 of Chapter V of the Plan, the SRA, through the Resolution Plan proposes to demolish the existing superstructures presently comprising multiple retail units and to development a single, integrated complex. For the purposes of such demolition, redevelopment, and construction of the proposed commercial store, the Resolution Applicant proposes to incur capital expenditure approximately of 15,00,00,000/- (Rupees Fifteen Crores Only) within a period of 2 years from the Effective Date.

5. **SCHEDULE OF PAYMENTS**

5.1. Clause 10.7 of the Plan provides that all payments proposed to be made to the secured financial creditors shall be made within 30 days of approval of resolution plan by the Adjudicating Authority. Payments due to the Operational Creditors shall be made within 30 days from the date of approval of the resolution plan by the Adjudicating Authority.

5.2. The implementation schedule of the Resolution Plan is depicted in **Chapter IV Clause 21** of the Resolution Plan as extracted below:

Table 13: Indicative timelines for Implementation of Resolution Plan

S.No.	Activity	Estimated Timeline
1.	NCLT Approval Date	X (Effective Date)
2.	Formation of Monitoring Committee	X + 10 Days
3.	Payment of CIRP Costs	Within X + 30 Days
4.	Payment to Operational Creditors (Government Dues)	Within X + 30 Days
5.	Payment to Secured Financial Creditors	Within X + 30 Days
6.	Payment to Unsecured Financial Creditors	NA
7.	Payment to Operational Creditors (Workmen/Employees/Other than Government Dues)	NA (Since no claim is received as on the date of submission of this Plan. If any new claims admitted based on the clauses set out in the Resolution plan payment shall be made within X+ 30 Days)
8.	Allotment of entire Share Capital in favour of Resolution Applicant or SPV	Within X + 30 Days (or) Closing date whichever is earlier
9.	Cessation or deemed resignation of the existing directors and reconstitution of board with new directors	Within X + 30 Days (or) Closing date whichever is earlier
10	Infusion of working capital/capex	Within X + 2 Years
11	Obtaining necessary approvals (if any)	Within X + 1 Year

6. SOURCE OF FUNDS

6.1. As per **Clause 20** of the Plan, the SRA is a financially robust company with strong net worth and has sufficient liquidity to meet the financial obligations contemplated under this Resolution Plan.

6.2. The funds required for the implementation of this Resolution Plan shall be sourced entirely from the RAs bank limits and/or internal accruals.

6.3. The SRA affirms that the funds to be infused are immediately available for deployment towards the obligations under this Resolution Plan. The SRA undertakes that all financial requirements, including capital expenditure, working capital, and operational turn around, shall be met from the stated sources, ensuring timely and effective implementation of the Plan.

7. MANNER OF SUPERVISION AND IMPLEMENTATION OF THE PLAN:

7.1. In terms of **Chapter V Clause 23,** upon approval of the Plan by the Tribunal, a Monitoring Committee shall be constituted within 10 days. The Monitoring Company, in terms of Clause 24 shall comprise of three members:

a. The Resolution Professional, who shall act as the Chairperson of the Committee;

b. One representative of the SRA, and

c. One representative of the Secured Financial Creditors

7.2. On and from the Approval Date, and till the occurrence of the Closing Date, the Corporate Debtor shall be monitored by the Implementation and Monitoring Committee for the effective implementation of the Resolution Plan.

7.3. The management and control of company including its operations will be with the Monitoring Committee during this phase.

7.4. The fee payable to the Chairman shall be mutually agreed between the Chairman and the Resolution Applicant and the Monitoring Committee expenses shall be met out of the internal generations of the CD and if that is insufficient then the same shall be borne by the Resolution Applicant.

8. MANAGEMENT AND CONTROL OF THE AFFAIRS OF THE CORPORATE DEBTOR

8.1. **Clause 17** of the Plan provides that, after the closing date, the issued, subscribed, and paid-up share capital of the Corporate Debtor amounting to Rs. 17,53,96,000/- (1,75,39,600 shares of Rs. 10/- each) shall be cancelled and reduced in its entirely. The share certificates held by the shareholders of the Corporate Debtor shall stand cancelled on the Approval Date. The shareholding pre and post resolution of the Corporate Debtor is extracted hereunder:

Table 7: Shareholding pre and post Resolution of the Corporate Debtor

Equity share capital of Face value Rs. 10 held by	Pre-Resolution Plan approval			Post-Resolution Plan approval		
	No. of shares	Amount in Rs.	% of share holding	No. of shares	Amount in Rs.	% of share holding
Existing Shareholders	1,75,39,600	17,53,96,000	100%	---	---	---
New Share Holders	---	---	---	20,00,000	2,00,00,000	100%

8.2. In terms of **Chapter V Clause 25** of the Plan, on and from the Closing date, the SRA together with its nominees, promoters, as the

case may be, shall hold 100% shareholding in the restructured share capital of the Corporate Debtor.

8.3. After the Closing Date, the SRA shall appoint the new directors to the Board of Corporate Debtor who shall form part of the Management and Technical team to manage the operations of the Company. Thereupon, the existing directors (including the independent directors) shall cease to be the directors of the Corporate Debtor.

8.4. The Chairman of the Monitoring Committee shall be released of his duties and responsibilities and the Monitoring Committee shall be dissolved with effect from the closing date. The Chairman of the Monitoring Committee either in her existing capacity or as the erstwhile Resolution Professional shall assist in providing any letters/documents/signing for the purpose of filing the necessary forms for appointment/cessation of the Directors with MCA.

9. TABULATION OF VARIOUS COMPLIANCES REQUIRED UNDER THE PROVISIONS OF IBC, 2016

9.1. The Applicant has submitted the details of various compliances as envisaged within the provisions of IBC, 2016 and CIRP Regulations, which require a Resolution Plan to adhere to, which are reproduced hereunder:

Section of the Code/ Regulation No.	Requirement with respect to Resolution Plan	Compliance (Y/N)	Relevant clause of resolution plan
Section 25(2)(h)	The Resolution Applicant meets the criteria approved by the CoC having regard to the complexity and scale of operations of business of the CD	Yes	
Section 29A	The Resolution Applicant is eligible to submit resolution plan as per final list of Resolution Professional or Order, if any, of the Adjudicating Authority	Yes	
Section 30(1)	The Resolution Applicant has submitted an affidavit stating that it is eligible as per Code	Yes	
Section 30(2)	The Resolution Plan- (a)provides for the payment of insolvency resolution process costs (b)provides for the payment to the operational creditors (c)provides for payment to the financial creditors who did not vote in favour of the resolution plan (d)provides for the management of the affairs of the corporate debtor (e)provides for the implementation and supervision of the resolution plan (f)does not contravene any of the provisions of the law for the time being in force	Yes Yes Yes Yes Yes Yes	Clause 9 Clause 11.2 Clause 10.2 Clause 25 Clause 24 Clause 31
Section 30(4)	The Resolution Plan (a)is feasible and viable, according to the CoC (b)has been approved by the CoC with 66% voting share	Yes Has been approved ith	Clause 40

		100% voting share	
Section 31(1)	The Resolution Plan has provisions for its effective implementation plan, according to the CoC	Yes	Chapter IV & V
Regulation 38 (1)	The amount due to the operational creditors under the resolution plan has been given priority in payment over financial creditors	Yes	Clause 11.3
Regulation 38(1A)	The resolution plan includes a statement as to how it has dealt with the interests of all stakeholders	Yes	Clause 35
Regulation 38(1B)	Neither the Resolution Applicant nor any of its related parties has failed to implement or contributed to the failure of implementation of any resolution plan approved under the Code. If applicable, the Resolution Applicant has submitted a statement giving details of any such non-implementation.	Yes	Confirmation in clause36 of the plan
Regulation 38(2)	The Resolution Plan provides: (a)the term of the plan and its implementation schedule (b)for the management and control of the business of the corporate debtor during its term (c)adequate means for supervising its implementation	Yes	Chapter IV of the Resolution Plan
Regulation 38(3)	The resolution plan demonstrates that – (a)it addresses the cause of default (b)it is feasible and viable (c)it has provisions for its effective implementation (d)it has provisions for approvals required and the timeline for the same (e)the resolution applicant has the capability to implement the resolution plan	 Yes Yes Yes Yes Yes	 Clause 39 Clause 40 Chapter IV & V Clause 33 Clause 42
Regulation 39(2)	Whether the RP has filed applications in respect of transactions observed, found or determined by him?	Yes	IA. No. 473 OF 2026
Regulation 39(4)	Provide details of performance security received, as referred to in sub-regulation (4A) of regulation 36B)	EMD deposit of Rs.3.00 crores received.	

10. **ANALYSIS AND FINDINGS OF THIS TRIBUNAL:-**

10.1. Heard the counsel for the Parties and perused the documents on record

10.2. The Applicant has filed Compliance Certificate in Form H dated 03.09.2026. The same is appended as ***Annexure A33*** of the Application.

10.3. It is also seen from Form – H that the Fair Value of the Corporate Debtor is INR 49,57,26,750/- and Liquidation Value is INR 38,47,53,313/-.

10.4. It is also seen from Form – H that the Applicant has filed applications under Section 66 of IBC, 2016. In the hearing held on 01.10.2026, the Applicant submitted that the major financial creditor i.e., LICHFL holding 69.95% voting would pursue the PUFE applications against the Corporate Debtor subsequent to the approval of this Plan.

10.5. The SRA in **Clause 45 Page 63 of the Plan** has confirmed that it is eligible and not falling under Section 29A of the Code to submit the Plan. The SRA and any connected person (as defined under Section 29A of IBC, 2016 or any other person covered under Section 29A of the Code are not disqualified under Section 29A of the Code.

10.6. In the 19th CoC meeting, the Resolution Professional has conveyed that she has done scrutiny of the Plan and has also

undertaken revised Section 29A eligibility report for the SRA. The Applicant confirmed that both the plans are IBC and RFRP compliant.

10.7. Further, in the Form-H Compliance Certificate, the Resolution Professional has certified that the SRA has submitted an affidavit pursuant to section 30(1) of the Code confirming its eligibility under section 29A of the Code to submit resolution plan. The contents of the said affidavit are in order.

10.8. In so far as approval of the Resolution Plan is concerned, the Hon'ble Supreme Court in the case of ***K. Sashidhar –Vs– Indian Overseas Bank (2019) 12 SCC 150***, in para 19 and 62 has held as under;

> *"19. … In the present case, however, our focus must be on the dispensation governing the process of approval or rejection of resolution plan by the CoC. The CoC is called upon to consider the resolution plan under Section 30(4) of the I&B Code after it is verified and vetted by the resolution professional as being compliant with all the statutory requirements specified in Section 30(2).*
>
> *62. ……In the present case, however, we are concerned with the provisions of I&B Code dealing with the resolution process. The dispensation provided in the I&B Code is entirely different. In terms of Section 30 of the I&B Code, the decision is taken collectively after due negotiations between the financial creditors who are constituents of the CoC and they express their opinion on the proposed resolution plan in the form of votes, as per their voting share. In the meeting of the CoC, the proposed resolution plan is placed for discussion and after full interaction in the presence of all concerned and the Resolution Professional, the constituents of the CoC finally proceed to exercise*

their option (business/commercial decision) to approve or not to approve the proposed resolution plan. In such a case, non-recording of reasons would not per-se vitiate the collective decision of the financial creditors. The legislature has not envisaged challenge to the "commercial/business decision" of the financial creditors taken collectively or for that matter their individual opinion, as the case may be, on this count."

10.9. The Hon'ble Supreme Court of India in the case of ***Committee of Creditors of Essar Steels –Vs– Satish Kumar Gupta & Ors. in Civil Appeal No. 8766 – 67 of 2019*** at para 42 has held as under;

42. ……Thus, it is clear that the limited judicial review available, which can in no circumstance trespass upon a business decision of the majority of the Committee of Creditors, has to be within the four corners of Section 30(2) of the Code, insofar as the Adjudicating Authority is concerned, and Section 32 read with Section 61(3) of the Code, insofar as the Appellate Tribunal is concerned, the parameters of such review having been clearly laid down in K. Sashidhar (supra).

10.10. The Hon'ble Supreme Court in the matter of ***K. Sashidhar v. Indian Overseas Bank and Ors. (supra)*** has lucidly delineated the scope and interference of the Adjudicating Authority in the process of approval of the Resolution Plan and held as under;

"55. Whereas, the discretion of the adjudicating authority (NCLT) is circumscribed by Section 31 limited to scrutiny of the resolution plan "as approved" by the requisite per cent of voting share of financial creditors. Even in that enquiry, the grounds on which the adjudicating authority can reject the resolution plan is in reference to matters

specified in Section 30(2), when the resolution plan does not conform to the stated requirements. Reverting to Section 30(2), the enquiry to be done is in respect of whether the resolution plan provides: (i) the payment of insolvency resolution process costs in a specified manner in priority to the repayment of other debts of the corporate debtor, (ii) the repayment of the debts of operational creditors in prescribed manner, (iii) the management of the affairs of the corporate debtor, (iv) the implementation and supervision of the resolution plan, (v) does not contravene any of the provisions of the law for the time being in force, (vi) conforms to such other requirements as may be specified by the Board. The Board referred to is established under Section 188 of the I&B Code. The powers and functions of the Board have been delineated in Section 196 of the I&B Code. None of the specified functions of the Board, directly or indirectly, pertain to regulating the manner in which the financial creditors ought to or ought not to exercise their commercial wisdom during the voting on the resolution plan under Section 30(4) of the I&B Code. The subjective satisfaction of the financial creditors at the time of voting is bound to be a mixed baggage of variety of factors. To wit, the feasibility and viability of the proposed resolution plan and including their perceptions about the general capability of the resolution applicant to translate the projected plan into a reality. The resolution applicant may have given projections backed by normative data but still in the opinion of the dissenting financial creditors, it would not be free from being speculative. These aspects are completely within the domain of the financial creditors who are called upon to vote on the resolution plan under Section 30(4) of the I&B Code.

58. Indubitably, the inquiry in such an appeal would be limited to the power exercisable by the resolution professional under Section 30(2) of the I&B Code or, at best, by the adjudicating authority (NCLT) under Section 31(2) read with Section 31(1) of the I&B Code. No other inquiry would be permissible. Further, the jurisdiction bestowed upon

the appellate authority (NCLAT) is also expressly circumscribed. It can examine the challenge only in relation to the grounds specified in Section 61(3) of the I&B Code, which is limited to matters "other than" enquiry into the autonomy or commercial wisdom of the dissenting financial creditors. Thus, the prescribed authorities (NCLT/NCLAT) have been endowed with limited jurisdiction as specified in the I&B Code and not to act as a court of equity or exercise plenary powers."

(emphasis supplied)

10.11. The Hon'ble Supreme Court in the case of ***Committee of Creditors of Essar Steel India Limited v. Satish Kumar Gupta and Ors. (2020) 8 SCC 531*** after referring to the decision in ***K. Sashidhar (supra)*** has held as follows;

"73. There is no doubt whatsoever that the ultimate discretion of what to pay and how much to pay each class or sub-class of creditors is with the Committee of Creditors, but, the decision of such Committee must reflect the fact that it has taken into account maximising the value of the assets of the corporate debtor and the fact that it has adequately balanced the interests of all stakeholders including operational creditors. This being the case, judicial review of the Adjudicating Authority that the resolution plan as approved by the Committee of Creditors has met the requirements referred to in Section 30(2) would include judicial review that is mentioned in Section 30(2)(e), as the provisions of the Code are also provisions of law for the time being in force. Thus, while the Adjudicating Authority cannot interfere on merits with the commercial decision taken by the Committee of Creditors, the limited judicial review available is to see that the Committee of Creditors has taken into account the fact that the corporate debtor needs to keep going as a going concern during the insolvency resolution process; that it needs to maximise the value of its

assets; and that the interests of all stakeholders including operational creditors has been taken care of. If the Adjudicating Authority finds, on a given set of facts, that the aforesaid parameters have not been kept in view, it may send a resolution plan back to the Committee of Creditors to re-submit such plan after satisfying the aforesaid parameters. The reasons given by the Committee of Creditors while approving a resolution plan may thus be looked at by the Adjudicating Authority only from this point of view, and once it is satisfied that the Committee of Creditors has paid attention to these key features, it must then pass the resolution plan, other things being equal."

(emphasis supplied)

10.12. The Hon'ble Supreme Court in the decision in the case of ***Jaypee Kensington Boulevard Apartments Welfare Association & Ors. v. NBCC (India) Ltd. & Ors. in Civil Appeal no. 3395 of 2020*** dated 24.03.2021 has held as follows;

76. The expositions aforesaid make it clear that the decision as to whether corporate debtor should continue as a going concern or should be liquidated is essentially a business decision; and in the scheme of IBC, this decision has been left to the Committee of Creditors, comprising of the financial creditors. Differently put, in regard to the insolvency resolution, the decision as to whether a particular resolution plan is to be accepted or not is ultimately in the hands of the Committee of Creditors; and even in such a decision making process, a resolution plan cannot be taken as approved if the same is not approved by votes of at least 66% of the voting share of financial creditors. Thus, broadly put, a resolution plan is approved only when the collective commercial wisdom of the financial creditors, having at least 2/3rd majority

of voting share in the Committee of Creditors, stands in its favour.

77. In the scheme of IBC, where approval of resolution plan is exclusively in the domain of the commercial wisdom of CoC, the scope of judicial review is correspondingly circumscribed by the provisions contained in Section 31 as regards approval of the Adjudicating Authority and in Section 32 read with Section 61 as regards the scope of appeal against the order of approval.

77.1. Such limitations on judicial review have been duly underscored by this Court in the decisions above referred, where it has been laid down in explicit terms that the powers of the Adjudicating Authority dealing with the resolution plan do not extend to examine the correctness or otherwise of the commercial wisdom exercised by the CoC. The limited judicial review available to Adjudicating Authority lies within the four corners of Section 30(2) of the Code, which would essentially be to examine that the resolution plan does not contravene any of the provisions of law for the time being in force, it conforms to such other requirements as may be specified by the Board, and it provides for: (a) payment of insolvency resolution process costs in priority; (b) payment of debts of operational creditors; (c) payment of debts of dissenting financial creditors; (d) for management of affairs of corporate debtor after approval of the resolution plan; and (e) implementation and supervision of the resolution plan.

77.2. The limitations on the scope of judicial review are reinforced by the limited ground provided for an appeal against an order approving a resolution plan, namely, if the plan is in contravention of the provisions of any law for the time being in force; or there has been material irregularity in exercise of the powers by the resolution professional during the corporate insolvency resolution period; or the debts owed to the operational creditors have not been provided for; or the

insolvency resolution process costs have not been provided for repayment in priority; or the resolution plan does not comply with any other criteria specified by the Board

77.6.1. The assessment about maximisation of the value of assets, in the scheme of the Code, would always be subjective in nature and the question, as to whether a particular resolution plan and its propositions are leading to maximisation of value of assets or not, would be the matter of enquiry and assessment of the Committee of Creditors alone. When the Committee of Creditors takes the decision in its commercial wisdom and by the requisite majority; and there is no valid reason in law to question the decision so taken by the Committee of Creditors, the adjudicatory process, whether by the Adjudicating Authority or the Appellate Authority, cannot enter into any quantitative analysis to adjudge as to whether the prescription of the resolution plan results in maximisation of the value of assets or not. The generalised submissions and objections made in relation to this aspect of value maximisation do not, by themselves, make out a case of interference in the decision taken by the Committee of Creditors in its commercial wisdom

78. To put in a nutshell, the Adjudicating Authority has limited jurisdiction in the matter of approval of a resolution plan, which is well defined and circumscribed by Sections 30(2) and 31 of the Code read with the parameters delineated by this Court in the decisions above referred. The jurisdiction of the Appellate Authority is also circumscribed by the limited grounds of appeal provided in Section 61 of the Code. In the adjudicatory process concerning a resolution plan under IBC, there is no scope for interference with the commercial aspects of the decision of the CoC; and there is no scope for substituting any commercial term of the resolution plan approved by the CoC. Within its limited jurisdiction, if the Adjudicating Authority or the Appellate Authority, as the case may be, would find any shortcoming in

the resolution plan vis-à-vis the specified parameters, it would only send the resolution plan back to the Committee of Creditors, for re-submission after satisfying the parameters delineated by Code and exposited by this Court."

10.13. Thus, from the catena of judgments rendered by the Hon'ble Supreme Court on the scope of approval of the Resolution Plan, it is amply clear that only limited judicial review is available for the Adjudicating Authority under Section 30(2) and Section 31 of IBC, 2016 and this Adjudicating Authority cannot venture into the commercial aspects of the decisions taken by the Committee of Creditors.

10.14. In the instant case, the Resolution Plan has been approved by the CoC with 100% voting in the 19th meeting held on 04.08.2026. The voting results of the resolution approving the resolution plan has been annexed as ***Annexure A30*** of the Application.

10.15. On perusal of the documents on record, we are satisfied that the Resolution Plan is in accordance with sections 30 and 31 of the IBC. It also complies with regulations 38 and 39 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

11. In the light of what has been stated above, the Resolution Plan is **Approved** by this Adjudicating Authority, subject to the observations made in this order. The Resolution Plan shall form part of this Order. The Resolution Plan shall be binding on the Corporate Debtor and other stakeholders.

12. **RELIEFS AND CONCESSIONS**

12.1. The Resolution Applicant has sought for reliefs and concessions in **Chapter VI** under the Resolution Plan and the same are dealt with hereunder;

S. NO	RELIEF AND/OR CONCESSIONS AND APPROVAL SOUGHT BY RESOLUTION APPLICANT (CHAPTER 16 OF RESOLUTION PLAN)	ORDERS THEREON
A	All existing legal proceedings and demands relating to Income Tax, GST, ESI, PF, Municipal or Corporation taxes, dues, arrears, penalties, or any other statutory liabilities shall stand irrevocably and unconditionally abated and settled. All liabilities and obligations of the Corporate Debtor in relation to these matters shall stand extinguished in perpetuity.	**This is for the appropriate authorities to consider, keeping in view the object of IBC, 2016**
B	All Government Authorities (including the Income Tax authority, GST, ESI, PF, Municipal authorities and Corporations etc.) shall waive the non-compliances of the Corporate Debtor or further claims of the Government Authorities on the Corporate Debtor arising out of or in relation to the past claims or non-compliances on the Corporate Debtor.	**This is for the appropriate authorities to consider, keeping in view the object of IBC, 2016**
C	The Department of Registration and Stamps of the relevant states and the Ministry of Corporate Affairs shall exempt the Resolution Applicants and the Company, from the levy of stamp duty and fees applicable in relation to this Plan (and all documents to be executed pursuant to it, including financial arrangements) and their implementation.	**Not Granted**

D	Without prejudice to existing rights to carry forward tax losses, the Corporate Debtor shall be allowed to carry forward and set off losses incurred in any year prior to the NCLT Approval Date against present and future income post-approval under Section 79(2)(c) of the Income Tax Act, 1961. The Resolution Professional shall make a written request/notice (Section 79(2)(c) Notice) to the Principal Commissioner or Commissioner with an opportunity of being heard. If no representation is received by the NCLT Order date, it shall be deemed that the Commissioner has no objections.	**This has been dealt with in para 12.5 of this order.**
E	NCLT shall direct the CBDT to grant the relief under Section 28(iv), Section 41(1), Section 56, Section 115 JB, and Section 170 or any other applicable provision, against any Income Tax liability arising due to Capital Reduction in the Corporate Debtor, write off/ write down/ write back of Outstanding Financial Debt and various other liabilities, including liabilities pertaining to all the Financial Creditors, Workmen and Employees, Operational Creditors, Other Creditors, etc. (to the extent applicable under Applicable Laws) without any impact on carried forward loss and waive all liabilities whether crystallised or not in respect of Taxes (including interest and penalty) with respect to the period prior to the NCLT Approval Date.	**This is for the appropriate authorities to consider, keeping in view the object of IBC, 2016**
F	NCLT shall direct the CBDT/DOR to grant the following exemptions / waivers: (1) from applicability of Section 281 of the Income Tax Act, 1961 including obtaining no-objection certificate from income tax authorities in respect of all the pending proceedings and dues	**This is for the appropriate authorities to consider, keeping in view the object**

	(including interest and penalty) of the Company arising for periods up to the NCLT Approval Date (including such proceedings and dues for periods prior to the NCLT Approval Date that may crystallize subsequent to the NCLT Approval Date). Further, CBDT/DOR shall restrict/ restrain from treating any transactions contemplated in this Plan as being void or noncompliant with any provisions of the Income Tax Act, 1961; and (ii) from all Tax Liabilities (including interest and penalty) and Tax proceedings arising in respect of periods up to the NCLT Approval Date, including such Liabilities/ proceedings for periods up to the NCLT Approval Date that may crystallize subsequent to the NCLT Approval Date in respect of on-going or potential income Tax litigations at all levels.	**of IBC, 2016**
G	Allow the filing of Income Tax returns for any preceding financial year if not filed as of date upon approval of the Resolution Plan. The Income Tax Department shall allow a complete waiver of penalties and interest for late filing or unpaid tax liability/demands.	**This is for the appropriate authorities to consider, keeping in view the object of IBC, 2016**
H	The approval of this Plan by the Adjudicating Authority shall be deemed to have waived all the procedural requirements in terms of Section 66, 42 and 62 of the Companies Act, 2013 and relevant rules made thereunder, in relation to reduction of Share Capital of the Corporate Debtor, issuance to shares by Corporate Debtor on preferential basis as per Resolution Plan. No other Regulatory approvals shall be required for reorganisation of share capital by way of extinguishment and issuance of fresh shares to the Resolution Applicant.	**Granted in terms of provisions of Companies Act, 2013**

I	With respect to the proposed reconstitution of the board of directors of the Company on/after the closing date, the NCLT shall direct the Ministry of Corporate Affairs and the jurisdictional registrar of companies to take on record such appointments and resignations of directors of the Company (as may be identified by the Resolution Applicants), and all relevant forms and necessary actions in this regard to affect such reconstitution.	**Granted**
J	The Resolution Applicant shall be permitted to cause amendment of the constitutional documents of the Company as may be necessary to give effect to the transactions contemplated in this Resolution Plan. No other Regulatory approvals shall be required for such amendment.	**Granted in terms of provisions of Companies Act, 2013**
K	All the penalties, charges, fees, etc. arising out of non-compliance of the requirements if any of SEBI Regulations/ Companies Act / FEMA, Labour Laws, etc. and their respective Regulations, Rules, Circulars, Notifications, etc. for the period till the commencement of CIRP date shall be allowed as waived off / extinguished.	**This is for the appropriate authorities to consider, keeping in view the object of IBC, 2016**
L	All the interest, penalties, charges, fees, etc. arising out of noncompliance of the requirements of any of Companies Act, FEMA, RBI, Labour Laws, Employee State Insurance Act, 1948, Provident Fund Act, 1952 Payment of Bonus Act, 1965 Contract Labour Act, 1973, Minimum Wages Act, Equal Remuneration Act, 1776, Factories Act, 1948, Gratuity Act, 1972, etc. and their respective Rules, Circulars, Notifications, etc. for the period prior to the date of final approval of the Resolution Plan by	**This is for the appropriate authorities to consider, keeping in view the object of IBC, 2016**

	the Adjudicating Authority / NCLT shall be allowed to be treated as waived off / extinguished.	
M	All unadmitted, unclaimed, unaccounted, disputed, contingent, or unassessed liabilities shall immediately, irrevocably, and unconditionally stand extinguished and waived. Nothing shall be payable by the Corporate Debtor beyond what is proposed in this Resolution Plan.	**Granted**
N	Save and except as specifically dealt with under this Plan, no other payments or settlements shall be made for claims filed during CIRP (including unverified portions) and all claims against the Corporate Debtor along with any related legal proceedings, including criminal proceedings and other penal proceedings, shall stand irrevocably and unconditionally abated, settled and extinguished in perpetuity on the Effective Date.	**Granted in terms of the provisions of Section 31(6) and 32A of IBC, 2016**
O	No application, petition, or appeal shall be filed or remain pending before any judicial forum (NCLT, NCLAT, High Courts, Supreme Court) by Financial Creditors that may impact Plan implementation or involve inter-se disputes between Financial Creditors.	**Not granted**
P	Upon settlement of the amounts to the Secured Financial Creditors, the Charge created by Creditors on the Assets of the Corporate Debtor shall be released / satisfied immediately without any liability or obligation on the Corporate Debtor or the Resolution Applicant, under the records of Registrar of Companies or Ministry of Corporate Affairs, as there is no direct liability in the books of the Corporate	**Granted**

	Debtor.	
Q	All assets (including properties, whether freehold, leasehold, or license basis) of the Company shall continue to remain vested in the Company free and clear from all encumbrances, except such charges and encumbrances, which will be created pursuant to the terms of this Resolution Plan.	**Granted**
R	It is observed that a charge created in favour of Kotak Mahindra Bank Limited continues to remain unsatisfied in the records of the Registrar of Companies ("ROC"), despite the said charge holder having not submitted any claim during the Corporate Insolvency Resolution Process ("CIRP"). In view of the non-submission of claim, such charge and any underlying security interest shall, upon approval of this Resolution Plan by the Hon'ble National Company Law Tribunal ("NCLT"), stand extinguished in terms of Section 31 of the Insolvency and Bankruptcy Code, 2016.	**Granted**
S	The Resolution Applicant seeks a direction from the NCLT to all such Secured Financial Creditors who have not filed their claims but whose charges remain reflected in the ROC records, including Kotak Mahindra Bank Limited, to execute necessary documents and file requisite forms with the ROC for satisfaction and release of such charges, and in default, to authorise the Resolution Professional and/or the Resolution Applicant to take appropriate steps for recording satisfaction of such charges with the ROC.	**Granted**

T	The Financial Creditors of the Company shall regularize all the loan accounts of the Company and shall ensure that the assets classification of such loan accounts is "standard" in their books with effect from the Closing Date.	**This is for the appropriate authorities to consider, keeping in view the object of IBC, 2016 and the 'clean slate theory'.**
U	All creditors (including the Financial Creditors) of the Company shall withdraw all legal proceedings commenced against the Company for the period prior to NCLT Approval Date, in relation to Claims including but not limited to the proceedings under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and Recovery of Debt and Bankruptcy Act, 1993 and shall get all criminal proceedings quashed, including proceedings under Section 138 of the Negotiable Instruments Act, 1881 immediately after the NCLT Approval Date.	**Granted in terms of the provisions of Section 31(6) and 32A of IBC, 2016**
V	Any and all legal proceedings (including any show cause, notice, adjudication proceedings, assessment proceedings, regulatory orders etc.) initiated before any forum by or on behalf of any Operational Creditors or any other creditors, Semi Government authorities or Governmental Authorities, to enforce any rights or claims against CORPORATE DEBTOR shall stand immediately, irrevocable and unconditionally withdrawn, abated, settled and/ or extinguished, and the Operational Creditors and other creditors shall take all necessary steps to ensure the same. Except to the extent of the payments to be made to the Operational Creditors and other creditors above as per this Resolution Plan, the	**Granted in terms of the provisions of Section 31(6) and 32A of IBC, 2016**

	Operational Creditors and other creditors of CORPORATE DEBTOR (including Governmental Authorities) shall have no further rights or claims against CORPORATE DEBTOR and/or new management (including but not limited to, in relation to any past breaches by CORPORATE DEBTOR), in respect of the period prior to the Effective Date, and all such claims shall immediately, irrevocably and unconditionally stand extinguished..	
W	The relevant Governmental Authorities will provide a reasonable period of time after the NCLT Approval Date (as available under applicable laws or 12 (Twelve) months following the NCLT Approval Date, whichever is longer) in order for the Resolution Applicant to assess the status of licenses and approvals required by the Company and to procure that the Company applies for the same and for regularizing any non-compliances under the Applicable Law existing prior to the NCLT Approval Date. Further, at the time of renewal or fresh application for licenses and approvals, the Governmental Authorities will not charge any fee, cost, interest, penalty, fine or any other amount in the same nature pertaining to the period prior to the NCLT Approval Date and such amounts, if any, due shall have been waived off or cancelled and the Resolution Applicants shall not be liable to pay any such amounts at the time of renewal or fresh application for licenses and approvals.	**Granted** **This is for the appropriate authorities to consider, keeping in view the object of IBC, 2016 and the 'clean slate theory'**
X	NCLT will direct that the licenses and approvals held by the Company, which expire prior to the NCLT Approval Date or within a	**Granted**

	period of 12 (Twelve) months thereafter shall be renewed / extended by the relevant Governmental Authorities, and the Company shall be permitted to continue to operate its business and assets in the manner operated prior to submission of this Plan.	
Y	The Resolution Applicant shall be permitted to apply and obtain fresh Goods and Services Tax (GST) registration Number or any other new registration (including but not limited to ESI, PF, Importer Exporter Code (IEC), TAN, Professional Tax) or new license for the Corporate Debtor, as may be required, in place of the existing GST registration, or any other existing registrations or existing licenses. Any pending proceedings / dues (including interest and penalty) towards GST liability, or any other Statutory Liability/Dues, which shall be considered to have been waived/ exempted in the manner prescribed in the above Clause.	**This is for the appropriate authorities to consider, keeping in view the object of IBC, 2016**
Z	The Resolution Applicant shall not be responsible and/or liable in the event of any action and/or proceeding and/or order passed on account of inappropriate and/or illegal and/or unauthorized use and/or exploitation of any license, permits, sanctions, etc. by the erstwhile management of the Corporate Debtor.	**Granted in terms of the provisions of Section 31(6) and 32A of IBC, 2016**
AA	The Resolution Applicants shall not be liable for any litigation, inquiry, investigation, or dispute initiated against the Corporate Debtor prior to the NCLT Approval Date or during the CIRP period.	**Granted in terms of the provisions of Section 31(6) and 32A of IBC, 2016**

AB	No order shall be passed / operative, which requires the Resolution Applicants to pay any amount in excess of the Total Financial Outlay with respect to implementation of the Plan; and In this regard, it is clarified that, if, after occurrence of the Effective Date and during implementation of the Plan, any order for stay/ injunction/ affecting the right of the Resolution Applicants regarding implementation of the Plan is passed by any court/ tribunal, then the Resolution Applicants shall implement the plan as per the timelines after the order of stay or injunction is vacated. It is clarified that the time period from the date of order of stay/ injunction till the time such stay / injunction is vacated/ disposed shall not be considered for implementation timelines under this Resolution Plan.	**Granted** **Granted to the extent of stay ordered in case of an appeal under Section 61(4) of IBC, 2016, filed before Hon'ble NCLAT or Hon'ble Supreme Court, against approval of Plan by this Tribunal**
AC	Pursuant to Section 32A of the IBC, all inquiries, investigations, notices, causes of action, suits, claims, disputes, litigation, arbitration or other judicial, regulatory or administrative proceedings against the Company, in relation to any claim/debt, whether forming part of admitted claims or not, present or future and in relation to any period prior to the NCLT Approval Date, shall stand extinguished and accordingly, all such proceedings, inquiries, investigations, etc. shall be disposed of and all liabilities or obligations in relation thereto, whether or not set out in the balance sheets of the Company or the profit and loss account statements of the Company, will be deemed to have been written off in full and permanently extinguished by virtue of the	**Granted in terms of the provisions of Section 31(6) and 32A of IBC, 2016**

	order of the Adjudicating Authority approving this Resolution Plan. Further, the approval of this Plan shall protect the assets of the Corporate Debtor from any future liability on account of past actions of the erstwhile promoters of the Corporate Debtor including any distress in the nature of attachment, sale, etc. levied on the assets of the Corporate Debtor in terms of any of the Acts/Laws including but not limited to the PMLA Act.	
AD	The relevant Government Authority shall not initiate any investigations, actions or proceedings against the Corporate Debtor or the Resolution Applicant or the new management (upon acquisition of the Corporate Debtor) including the Board of Directors, in relation to any non-compliance with Applicable Laws by the Corporate Debtor pertaining to any period up to Approval Date.	**Granted in terms of the provisions of Section 31(6) and 32A of IBC, 2016**
AE	Neither shall the Resolution Applicant nor the Corporate Debtor nor their respective Directors and officers to be appointed after the Approval Date be liable for any violations, liabilities, penalties or fines with respect to or pursuant to the Corporate Debtor not having in place the requisite licenses and approvals required to undertake its business as per Applicable Laws and the Resolution Applicant seeks a time period of 12 months from the Approval Date, to ensure renewal of such consents / licenses and approvals, if any to be obtained.	**Granted in terms of the provisions of Section 31 and 32A of IBC, 2016**
AF	Upon approval of the Plan by the NCLT, the Resolution Applicant shall be permitted to draw up the financial statements of the Corporate Debtor for a period ending (the Effective Date/ Appointed Date (or any date	**Granted in terms of applicable Accounting Standards and Generally**

	closest to that date as may be practicable) in compliance with applicable Accounting Standards such that it truly reflects the fair value of these assets as may be determined by the Board of Directors of the Resolution Applicant.	**Accepted Accounting Policies**
AG	For the above purpose, the Resolution Applicant shall be permitted to carry out necessary write off of assets, creation of additional liability or expenses or write back of liability or provision (as the case may be) in the books of accounts of the Corporate Debtor or in the books of the Resolution Applicant on approval of the scheme of amalgamation as per the: applicable provisions under the applicable laws and regulations.	**Granted in terms of applicable Accounting Standards and Generally Accepted Accounting Policies**
AH	Pursuant to the order of the NCLT approving this Resolution Plan, any debit or credit, being the balancing figure, arising as a result of giving effect to the Effective Date actions as mentioned in this Resolution Plan, shall be adjusted by the Resolution Applicant in the Goodwill/Bargain Purchase/Capital Reserve in compliance with the applicable Accounting Standards.	**Granted in terms of applicable Accounting Standards and Generally Accepted Accounting Policies**
AI	To the extent any amendments are notified or exemptions are granted before the NCLT Approval Date from the applicability of any laws (which are not in effect as on the date of submission of this Plan), the Resolution Applicant shall be entitled to avail the benefits of such amendments or exemptions, provided that it shall not affect the proposed treatment of any stakeholders as of the date of this Plan.	**This is for the appropriate authorities to consider, keeping in view the object of IBC, 2016**

12.2. The SRA has sought for carry forward and set off of the losses of the Corporate Debtor in terms of Section 79 of the Income Tax Act, 1961. It is stated as under:

> *Without prejudice to existing rights to carry forward tax losses, the Corporate Debtor shall be allowed to carry forward and set off losses incurred in any year prior to the NCLT Approval Date against present and future income post-approval under Section 79(2)(c) of the Income Tax Act, 1961. The Resolution Professional shall make a written request/notice (Section 79(2)(c) Notice) to the Principal Commissioner or Commissioner with an opportunity of being heard. If no representation is received by the NCLT Order date, it shall be deemed that the Commissioner has no objections.*

12.3. During the hearing held on 01.10.2026, the SRA has placed a Memo dated 06.10.2026. In the Memo, reference is made to Section 79 of the Income-tax Act, 1961 and Section 119(4) of the Income-tax Act, 2025, which restrict the set-off and carry forward of losses in cases involving a change in shareholding. An exception is also provided where such change in shareholding occurs pursuant to a resolution plan approved by this Tribunal under the Code, subject to affording a reasonable opportunity of being heard to the jurisdictional Principal Commissioner or Commissioner. Reliance has also been placed on the decision of the Hon'ble NCLAT in ***JSW Steel Ltd. v. Ashok Kumar Gulla & Ors., (2019) ibclaw.in 204 NCLAT.,*** wherein the legislative intent behind the inclusion of the second proviso to Section 79(2)(c)

was observed to be to "encourage resolution applicants" to submit resolution plans for revival of distressed companies so that such companies are not forced into liquidation". It was clarified that where the successful resolution applicant is entitled to carry forward losses, such benefit may be claimed before the appropriate authority, which shall decide the claim in accordance with Section 79 of the Income-tax Act, 1961.

12.4. The Counsel for the Income-tax Department has also placed a letter dated 09.10.2026 issued by the Department, reserving its right to examine any claim for carry forward of losses made in the return of income filed subsequent to the passing of the order by the appropriate authority.

12.5. **Considering the above, the SRA may claim the said benefit before Income-tax authorities which shall consider the same in accordance with Section 79 of the Income-tax Act, 1961, Section 119 of the Income-tax Act, 2025 and relevant provisions of the Income Tax laws.**

13. The SRA has paid Rs. 5,00,000/- towards EOI Process Participation Deposit and Rs. 30,00,000/- towards Earnest Money Deposit. The SRA has also made performance security deposit of Rs. 3,00,00,000/- to the CIRP account of the Corporate Debtor via RTGS. (The Applicant has placed a Deposit Confirmation Advice as proof of

payment of Performance Guarantee and the same is placed at Pgs. 734 of the Application Type

14. Once all payments envisaged in the table above are complete, the performance guarantee as mentioned above shall be unconditionally released and returned to the Resolution Applicant.

15. In case of non-compliance of the order or withdrawal of the Resolution Plan by the Successful Resolution Applicant, the Monitoring Committee shall forfeit the Performance Security furnished by the Resolution Applicant in the form of Performance Bank Guarantees.

16. Certified copy of this Order be issued on demand to the concerned parties, upon due compliance.

17. Liberty is hereby granted for moving any Application if required in connection with the implementation of this Resolution Plan.

18. A copy of this Order be sent to the Office of the Registrar of Companies.

19. The Monitoring Committee shall be constituted in terms of Clause 23 of the Plan and Para 7 of this order.

20. The Monitoring Committee shall submit quarterly reports regarding the status of implementation of Resolution Plan to this Tribunal in terms of Regulation 38(4)(c) of the CIRP Regulations, 2016.

21. The SRA is directed to pay the incidental expenses of the Monitoring Committee.

22. The application, **IA(IBC)(PLAN)/9/CHE/2026** is accordingly, **disposed of**.

23. The Registry is directed to send e-mail copies of the order forthwith to all the parties and their Counsels for information and for taking necessary steps

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