NATIONAL COMPANY LAW TRIBUNAL
COURT-V, MUMBAI BENCH

2. IA(PLAN)/1 /2024 C.P. (IB)/1258(MB)2020

IN THE MATTER OF

Intec Capital Limited … Petitioner

Vs

Atharva Auto Logistics Private Limited … Respondent

U/s 7 of the Insolvency & Bankruptcy Code, 2016

Order Delivered on 14.10.2026

CORAM:

MS. LAKSHMI GURUNG
MEMBER (J)

SH. CHARANJEET SINGH GULATI
MEMBER (T)

Appearance through VC/Physical/Hybrid Mode:
For the Petitioner:

For the Respondent:

ORDER

IA(PLAN)/1 /2024 - The above IA(PLAN)/1 /2024 is listed for pronouncement of the order. The same is pronounced in open court, vide a separate order.

Sd/-
CHARANJEET SINGH GULATI
Member(Technical)

Sd/-
LAKSHMI GURUNG
Member(Judicial)

/Ziyaul/

NATIONAL COMPANY LAW TRIBUNAL,

MUMBAI BENCH, V

I.A. (PLAN) NO. 01 OF 2024

Mr. Uday Kumar Bhaskar Bhatt

Resolution Professional, having Registration No. IBBI/IPA-001/IP-P01425/2018-19/12234,
Office at B-304, Goldville Apartment, Aundh Ravet Road, Thergaon, Pune – 411033

… Applicant/ Resolution Professional

IN THE MATTER OF:

CP (IB) NO. 1258 OF 2020

Intec Capital Limited

Having its registered address at:

708, Manjusha Building, 57 Nehru Place New Delhi South Delhi DL 110019

… Petitioner/Financial Creditor

Versus

Atharva Auto Logistics Private limited

Having its registered address at:

Flat No. 2, SN-199/204/206 Siddhant Classic, Viman Nagar, Pune - 411014.

… Respondent/Corporate Debtor

Order Delivered on: 14.10.2026

Coram:

Ms. Lakshmi Gurung
Member (J)

Sh. Charanjeet Singh Gulati,
Member (T)

Appearance through VC/Physical/Hybrid Mode:

For the Applicant/RP: Adv Akshay Petkar (PH) a/w RP UdayKumar Bhaskar Bhatt

***Per*: Charanjeet Singh Gulati, Member (Technical)**

ORDER

I.A. (PLAN) NO. 1 OF 2024

1. This present IA has been filed on 05.01.2024 by Mr. Uday Kumar Bhaskar Bhatt, Resolution Professional (**'the Applicant'**) of M/s. Atharva Auto Logistics private Limited (**'Corporate Debtor'**) under Section 30 of the Insolvency and Bankruptcy Code, 2016 ('**the Code'**) with following prayers:

   (a) *Approve the Resolution Plan submitted by Mr. Suyog Satish Pachange being annexed as **Exhibit "P"** to this Application.*
   (b) *Direct Corporate Debtor, creditors of the Corporate Debtor, Resolution Applicant and any other person involved in the Resolution Plan to implement the Resolution Plan upon approval;*
   (c) *Pass any such further order(s) as this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the case to grant justice to the Applicant.*

Brief Facts as per the Application

2. The Corporate Insolvency Resolution Process ('**CIRP**') of M/s. Atharva Auto Logistics Private Limited ('**Corporate Debtor'**) commenced vide order dated 18.02.2022 under Section 7 of the Code. Pursuant to the said order, the Applicant was appointed as the Interim Resolution Professional ('**IRP**') of the Corporate Debtor. Pursuant thereto, a Public Announcement in Form A was issued on 25.02.2022, in two newspapers namely Business

Standard in English and Loksatta in Marathi, inviting claims from all the creditors on or before 09.03.2022.

3. It is submitted that pursuant to the public announcement, the Applicant received claims from Intec Capital Limited and Employees' State Insurance Corporation ("**ESIC**"), along with a notice from the Employees' Provident Fund Organisation ("**EPFO**") regarding alleged defaults. However, owing to the non-availability of the Corporate Debtor's records, the Applicant was unable to verify the claims received.

4. The Applicant filed the progress report on 17.03.2022 certifying the constitution of the Committee of Creditors ("**CoC**"), wherein he categorically recorded the non-availability of the Corporate Debtor's records and the consequent difficulty in verifying the claims received and managing its affairs.

5. The Applicant submits that in the 1st meeting of committee of creditors convened on 25.03.2022, the Applicant was resolved to be appointed as the Resolution Professional (**'RP'**) of the Corporate Debtor. It is further submitted that on 31.03.2022, Pravara Sahakari Bank Limited filed its claim before the Applicant, following which the Applicant re-constituted the CoC on 19.04.2022 and the details are as follows:

Sr. No.	Name of the Financial Creditors	Amount claimed	Amount Admitted	Amount not Admitted	Voting Share (in %)
1.	Intec Capital Limited	6,52,42,330	3,16,90,306	3,35,52,024	33.88%
2.	Pravara Sahakari Bank Limited	11,34,19,678	6,18,41,885	5,15,77,793	66.12%
	Total	17,86,62,008	9,35,32,191	8,51,29,817	100%

6. Applicant submits that 180 days lapsed on account of non-cooperation of the suspended directors. It is only after Applicant filing applications under Section 19 of the Code, the suspended directors had undertaken to provide necessary details. Based on the documents and information available, the Applicant prepared the Information Memorandum on 08.01.2023 as required in terms of Section 29 of IBC and regulations framed therein.

7. The Applicant published Form G on 21.03.2023 inviting Expression of Interests ('**EOIs**'), in Business Standard (English) and Loksatta (Marathi) initially fixing 06.04.2023 as the last date for EoI. Subsequently, on 06.04.2023, the Applicant received one EoI from Mr. Suyog Satish Pachange, one of the suspended directors of the Corporate Debtor. It is submitted that the Corporate Debtor is registered as a Small and Medium Enterprise **("SME")** and, therefore, in terms of Section 240A of the Insolvency and Bankruptcy Code, 2016, Mr. Suyog Satish Pachange was eligible to submit Resolution Plan. Accordingly, Mr. Suyog Satish Pachange submitted Resolution Plan on 15.05.2023.

8. Thereafter, the second progress report under the CIRP was filed on 01.06.2023. The Resolution plan was placed before the CoC on 23.06.2023. By order dated 07.07.2023, this tribunal allowed exclusion of 180 days and extension of 90 days for competition of CIRP of the Corporate Debtor. Thus, the CIRP period stood extended to 15.11.2022.

9. Thereafter, the Applicant obtained legal opinion on the Resolution Plan on 25.08.2023. The 5th Meeting of CoC was held on 18.09.2023, wherein Pravara Sahakari Bank Limited was willing to put the Resolution Plan for voting, but Intec Capital Limited sought time to peruse the observations provided by Pravara Sahkari Bank Limited, and therefore the meeting was adjourned for consideration of Resolution Plan.

10. It is submitted that on 04.10.2023, the Applicant received a letter ("Exhibit – M") from Mr. Suyog Satish Pachange stating that in the event any financial creditor dissented or abstained from voting on the Resolution Plan, he was agreeable to pay such financial creditor the amount payable to them in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016 and the regulations framed thereunder, subject to the total amount payable and the annual outgoes under the Resolution Plan dated 15.05.2023 are not modified.

11. The Applicant stated that in the 6th meeting of the CoC, held on 12.10.2023, the Resolution Plan submitted by Mr. Suyog Satish Pachange was placed for voting. The voting window remained open from 16.10.2023 to 23.10.2023. Pursuant to the said voting, the CoC, with 66.12% votes approved the said Resolution Plan, while Intec Capital Limited holding 33.88% voting share has not voted. Agenda 1 pertains to voting on the resolution plan submitted by Mr. Suyog Satish Pachange and Agenda 2 pertains to approving the expense incurred by RP for obtaining 29A Analysis Report.

Name	**Vote Power**	**Agenda-1 (66%)**	**Agenda-2 (66%)**
Inteccapital Limited	33.88	NOT_VOTED	NOT_VOTED
Pravarasahakari bank Limited	66.12%	YES	YES
Total	**-**	**APPROVED**	**APPROVED**
Vote Nos	**-**	**66.12%Y 0%N 0%A 33.88%NV**	**66.12%Y 0%N 0%A 33.88%NV**

Brief Background of the Successful Resolution Applicant (SRA): Mr. Suyog Satish Pachange

12. It is submitted that Mr. Suyog Satish Pachange ("Resolution Applicant" or "RA") is one of the suspended directors of the Corporate Debtor. The Resolution Applicant is in the business of skill development and supply of manpower. Resolution Applicant has extended his support for social causes

like generating employment, opportunities, encouraging small business and women empowerment. Resolution Applicant has sound knowledge of business includes supply of manpower, generating power and is well versed in finance. The total net worth of Resolution Applicant is Rs.36,89,751/-.

CIRP Cost:

13. The Resolution Plan includes the provision of CIRP Cost. The CIRP cost shall be paid at actual basis till the date of approval of this plan. This cost shall be paid out of existing cash flow of the business on a going concern.

Infusion/Source of Funds:

14. The Resolution Applicant estimates that it will require to infuse or arrange for the Corporate Debtor an amount not exceeding INR 100 Lakhs on or after a period 90 (ninety) days of the Approval Date, in the form of equity or subordinated debt ("Initial Funds") for the purposes as summarised below:

    i. **Amount for upfront payment of Financial Creditors of the Corporate Debtor:** An amount of INR 10.00 Lakhs shall be infused by the Resolution Applicant by way of subordinate debt to make the upfront payment to the financial creditor on or after a period of 90 (ninety) days of the Approval Date.

    ii. **Amount for Deferred payment of Financial Creditors of the Corporate Debtor**: An amount of INR 55.36 Lakhs shall be infused by the Resolution Applicant by way of subordinate debt to make the payment (under deferred payment plan) to the financial creditor on or after a period of 90 (ninety) days of the Approval Date.

    iii. **Amount for payment of Operational Creditors of the Corporate Debtor:** An amount of INR 34.64 lakhs shall be infused by the Resolution Applicant by way of subordinate debt to make the upfront payment to the financial creditor on or after a period of 90 (ninety) days of the Approval Date

Bid Guarantee:

15. As per RFRP dated 21.04.2023, it is stated that Resolution Applicant shall submit the bid Guarantee of Rs. 5,00,000/-. The bid guarantee shall be valid for an initial period of 6 months from the date of submission of resolution plan. The Bank Guarantee shall be returned after approval/rejection of resolution plan by CoC members.

16. The Applicant submits that in accordance with Regulation 36A of the IBBI Regulation, 2016, Resolution Applicant had deposited an amount of Rs. 5,00,000/- in lieu of Performance Bank Guarantee via RTGS on 18.05.2023 into the designated account of the Corporate Debtor.

Performance Guarantee:

17. The successful resolution applicant whose plan would be approved by CoC is required to submit the Performance Security of 20% of the Bid Value within 7 days of approval of resolution plan by the CoC or within such time as extended by CoC. The Performance bank guarantee would be valid for initial period of six months over and above the terms of resolution plan.

Form H

18. Pursuant to Regulation 39(4) of the IBBI (CIRP) Regulations, 2016, the Applicant/Resolution Professional submitted the Compliance Certificate in Form H dated 08.11.2023. Further revised on 03.07.2025 via Additional affidavit dated 29.07.2025.

The amounts provided for the stakeholder's as per FORM H (revised on 03.07.2025) are:

(Amount in Lakhs)

Sr. No.	Stakeholder Type	Amounts(s)				Payment Schedule
		Amount Claimed	**Amount Admitted**	**Realisable Amount under the Plan**	**Amount Realizable in plan to amount claimed (%)**	
1.	**Secured Financial Creditors**	1786.61	935.31	65.50	3.67	Given in attached note
	(i) Creditors not having a right to vote under Subsection (2) of Section 21	Nil	Nil	Nil	Nil	
	(ii) Dissenting	652.42	316.90	22.28	3.42	
	(iii) Assenting	1134.19	618.42	43.22	3.81	
2.	**Unsecured Financial Creditors**	Nil	Nil	Nil	Nil	
	(i) Creditors not having a right to vote under Subsection (2) of Section 21 (ii) Dissenting (iii) Assenting	-	-	-	-	-
3	**Operational Creditors**					
	(i) Government	12.70	12.70	12.70	100	
	(ii) Workmen PF Dues Other Dues	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	-
	(iii)Employees PF Dues Other Dues	 Nil Nil	 Nil Nil	 Nil Nil	 Nil Nil	-
	(iv)Other Operational Creditors	Nil	Nil	Nil	Nil	-

	GST Dept (Govt.)	Claim filed after CIRP Period		21.80	-	
4	Other Debts and dues	-	-	-	-	-
5	Shareholders	-	-	-	-	-
	Total	**1799.32**	**948.01**	**100**	**100**	

Supervision of the Resolution Plan from the NCLT Approval Date:

19. The supervision of the implementation of the Plan shall be by the Monitoring Committee from the Approval Date (*Approval Date means the date of approval of the Plan by the NCLT)* and until the full & final payment to the secured financial creditors.

20. The members of the Monitoring Committee are as follows:

Name(s) of the proposed member(s) of implementation and monitoring committee	**Brief description of the proposed member(s) of the I&M Committee**
Mr. Udaykumar Bhaskar Bhat	Resolution Professional of the Corporate Debtor
Representatie of Pravara Sahakari Bank Limited	CoC Member
Representative of Resolution Applicant	Resolution Applicant

21. The Monitoring Committee shall also oversee the settlement of the claims as envisaged in the Implementation Schedule.

Management and Control of the Business of the Corporate Debtor upon Implementation of Resolution Plan:

22. From the Approval Date and until the Transfer Date (*Transfer Date shall* mean *the date on which the Resolution Applicant acquires majority shareholding and control of the Corporate Debtor)* in the manner set out in the Implementation Schedule of this Plan, the Corporate Debtor will be managed and controlled by the Monitoring Committee to carry out the day

to day functions of the Corporate Debtor under the supervision of the Committee of Creditors of the Corporate Debtor.

23. It is clarified that the decisions which would otherwise have been taken by the Board shall be taken by Monitoring Committee and that the Board shall have no authority whatsoever to conduct the business of the Corporate Debtor. Any decisions taken by the Board shall be null and void and not be binding on the Monitoring Committee and/or the Corporate Debtor.

24. All fees payable to and costs and expenses incurred by the Monitoring Committee shall be met out of internal accruals of the Corporate Debtor and to the extent the internal accruals are not sufficient to meet the aforesaid costs and expenses the same shall be paid by the Resolution Applicant, as consideration for fulfilling their obligation during this intervening period.

Treatment of Shares:

25. On and with effect from the Approval Date, all securities convertible or exchangeable into Equity Shares and all rights to subscribe to Equity Shares, including convertible debentures, convertible preference shares, convertible loans (whether compulsorily or partially convertible or not), warrants; subscription rights under shareholders agreements, shall stand immediately extinguished and settled.

26. The capital structure of the Company post-infusion of equity by resolution applicant and subsequent to cancellation of the existing share capital will be as follows:

Name of the Shareholder	**No. of Equity Shares**	**Amount in Lakhs**	**% of Share**
Suyog Pachange & Others			
Total Issued, subscribed and paid up equity share capital	10,000	1.00	100%

27. The Applicant has filed an additional Affidavit dated 29.07.2025, placing on record the documents related to Claims received from the Creditors, Valuation reports by the valuers, Request for Resolution Plan, Audited Financial Statement, Affidavit under Section 29 A of IBC, Bank Account statement with regards to deposit of Performance Guarantee and note prepared by the Applicant.

28. Vide order dated 06.11.2025 in IA Plan No. 01/2024, this Tribunal had pointed out certain defects in the Application. The Applicant thereafter sought amendment vide IA No. 5602 of 2025 and filed the amended copy of the Application on 14.01.2026. The Applicant submits that the defects pointed out by this Tribunal have been duly addressed in the amended Application, including the discrepancy in the valuation of Land and Building, wherein the liquidation value of Rs.26,00,000/- assessed by Mr. Abhishek Joshi was required to be reconciled with the fair value of Rs.3,25,000/-; the omission of the valuation of Plant and Machinery by CMA Ankit Gupta; the omission of the valuation of Security and Financial Assets by the other valuer, notwithstanding the valuation of Rs.58,76,486/- by CMA Ankit Gupta and the discrepancy concerning Intec Capital Limited, which was stated at Point No. 10 of page 9 to have dissented from voting, whereas the voting result at page 100 reflected that Intec Capital Limited had not voted. The revised table in regards to valuation is as follows:

		In Rupees			
Item	**Valuer**	**Fair Value**	**Liquidation Value**	**Specific Item**	**Remarks**
Land & Building	Abhishek Joshi	3,25,000	2,60,000	Land	Corporate Debtor does not own any land. Value is of scrap of structures/improvements made to the land leased by the CD

Plant & Machinery	M K Kalburgi	6,43,893	4,50,725		
Securities & Financial Assets	Ankit Gupta	58,76,486	58,76,486		
(A.) Total		68,45,379	65,87,211		
Land & Building	M K Kalburgi	3,03,000	2,42,400	Land	
Plant and Machinery	Ankit Gupta	6,25,620	5,00,496		
Securities & Financial Assets	Varsha Barve	58,22,902	58,22,902		
(B.) Total		67,51,522	65,65,798		
Average of (A) and (B)		**67,98,451**	**65,76,505**		

29. Further, when matter came up for consideration on 23.03.2026, the following order was passed:

> ***"IA(PLAN)/1/2024:*** *- This IA has been filed by the RP seeking approval of the Resolution Plan. In this case a Resolution Plan was filed earlier which contain substantial errors and mistakes and thereafter, amendment was sought which was allowed and accordingly, post amendment, the amended copy of the Application has been uploaded. In this case we note that the Resolution Applicant is one of the suspended directors of the Corporate Debtor. However, on-going through the Application we make the following observations: -*
>
> *1. As on the insolvency commencement date (18.02.2022) the total assets of the Corporate Debtor are to the tune of Rs. 11.49 crores. The major assets noted are 'Yard Development' and 'Yard Development WIP' to the tune of Rs. 4.72 crores and advances to the creditors Mr. Dhiraj Kolhe 2.16 crores, and Dilip Keorkar Rs. 2.00 crores. It is noted*

that these assets have been either valued to a negligible value or 'nil' value.

2. *At page no. 49, 'Annexure A' clearly mentions that the corporate debtor was in provisions of yard management services to 'M/s. Tata Motors Passenger Vehicle Private Limited' wherein there is a clear mention of Corporate Debtor having leased land of about 35 acres from farmers located near MIDC Estate which was levelled, fenced and two car washing facility were erected. No documents in respect of the lease has been placed on record. We note here that if these services have been provided to 'M/s. Tata Motors Passenger Vehicle Private Limited', the Corporate Debtor may have entered into a supply agreement based on certain documents furnished to Tata Motors. No where it has been shown to us that the RP has corresponded with Tata Motors for the needed documents if the same could not be provided by the suspended directors.*
3. *It is explained to us that advances to the Creditors to the extent of Rs. 4.16 crores (Rs. 2.16 crores + Rs. 2.00 crores) do not form part of the PUFE Transaction basis the explanation of the Suspended Directors that invoices were not booked, though services were consumed by the Corporate debtor. Neither the RP nor the Transaction Auditor has examined that if these services have been consumed, what has been its effect on the Profit & Loss Account and consequently, on The Balance Sheet of the Corporate Debtor given the fact that the claims of the Financial Creditors itself exceeds Rs. 17 crores.*
4. *It is further noted that there is no disclosure in the Balance Sheet about the provisioning of services by the Creditors including its nature, quantum etc. It is also noted that these credits are reflected in the Balance Sheets as on the insolvency commencement date, it is*

not clarified if service have been utilised any day prior to it.

5. *The Statutory Auditor is to clarify that if post giving the advances to the Creditors, if any services have been utilised by the Corporate debtor and invoices were not booked then why any qualification has not been given in the balance sheet for the periods prior to insolvency commencement date. Under the facts and observations as have been noted herein above, the RP after obtaining the needed clarification from the Transactional Auditor, Valuer and Statutory Auditor, may put up an Additional Affidavit clarifying the situation including the fact that if the Resolution Applicant is one of the suspended directors, under what circumstances he could withhold the information from the RP. Let such Additional Affidavit along with the needed document be filed within two weeks. List this IA accordingly, for further consideration on 16.04.2026."*

30. In response to the order dated 23.03.2026, the Applicant has filed an Additional Affidavit dated 03.05.2026 placing on record clarifications with respect to the valuation of "Yard Development" and "Yard Development WIP", the advances reflected in favour of Mr. Dhiraj Kolhe and Mr. Dilip Theurkar, the findings of the Transaction Auditor, the explanation furnished by the Registered Valuers and Statutory Auditor, and the issue regarding non-availability of information from the Suspended Directors.

31. It is submitted that the assets comprising advances to Mr. Dhiraj Kolhe and Mr. Dilip Theurkar were assigned nil value by the registered Valuer, Mrs. Varsha Mukund Badwe (IBBI/RV/06/2021/13896), on the ground that supplier invoices remained unaccounted and no balance was recoverable, which position was corroborated by the Plant and Machinery Valuer, CMA Ankit Gupta.

32. It is further submitted that the Corporate Debtor's occupation of approximately 35 acres of land near MIDC Estate is evidenced by unregistered rent agreements filed as Exhibit "A", and that the commercial relationship with Tata Motors Passenger Vehicles Limited by purchase orders spanning FY 2022–23 to FY 2025–26, filed as Exhibit "B", identifying the Corporate Debtor as an approved vendor for monthly rental of land at RJV Yard.

33. The Transaction Auditor, by email dated 13.04.2026 filed as Exhibit "E" of Additional affidavit dated 03.05.2026, has confirmed that detailed justifications were incorporated in the Transaction Audit Report filed as Exhibit "D", which concludes that no conclusive evidence exists to classify any transaction during the audit period under sections 43, 45, 49, 50, and 66 of the IBC, 2016.

34. It is further submitted that the Statutory Auditor, A.S. Soni and Company, by email dated 15.04.2026 filed as Exhibit "F" of Additional Affidavit dated 03.05.2026, has explained that advances reflected in the books represented payments made for services consumed against which invoices had not been booked by the close of the financial year, and thus not reflecting in the audited financial statements.

35. The Applicant submits that the Resolution Applicant, namely Mr. Suyog Satish Pachange, is not barred by section 29A of the Code from presenting a Resolution Plan for the Corporate Debtor as per Affidavit of the Resolution Applicant dated 31.03.2023 under Section 29 A of the Code.

36. The Applicant submits that the approved Resolution plan is compliant with the Code read with CIRP Regulations. The applicant submits that in compliance with Resolution 39(4) of the CIRP Regulations, a compliance

certificate in Form H dated 08.11.2023 via Additional Affidavit dated 29.07.2025

Analysis & Findings

37. We have heard the Learned Counsel for the applicant and perused the material available on record.

38. The present application has been filed by the Resolution Professional seeking approval of the Resolution Plan submitted by Mr. Suyog Satish Pachange, one of the Suspended Directors of the Corporate Debtor. The Corporate Debtor is registered as an MSME, and the Resolution Applicant has claimed eligibility under Section 29A read with 40A of the Code.

39. Upon perusal of the records, this Tribunal finds that the Resolution Plan in the form in which it has been approved by the CoC and placed before this Tribunal, suffers from multiple deficiencies, both procedural and substantive in terms of the Request for Resolution Plan ("RFRP"), the statutory requirements under the Code and the CIRP Regulations, 2016.

40. Firstly, we proceed to examine the compliance of the Resolution Plan with the stipulation contained in the RFRP relating to the timeline for Upfront Cash Recovery.

41. In this regard, it is pertinent to refer to the RFRP, at page 9 under definitions part, which reads as under:

> ***"Upfront Cash Recovery"*** *shall mean the payment required to be made by resolution applicant as per resolution plan within the prescribed date. The prescribed date is defined as the date of handing over the possession of assets of Atharva Auto Logistics Private Limited to resolution applicant* ***OR the date of 30th day after the date of approval of resolution plan by Hon'ble NCLT, whichever is earlier.***

42. However, Part IV (Financial Proposal) at page 22 of the Resolution Plan provides as follows:

> *In order to successfully implement the Plan, meet the priority obligations (set out in Regulation 38 (1) of Regulations) and to improve and stabilize the operations of the Corporate Debtor, the Resolution Applicant estimates that it will require to infuse or arrange for the Corporate Debtor an amount* ***not exceeding INR 100.00/- Lakhs on or after a period of 90 (ninety) days*** *(or such lesser period as specified below) of the Approval Date, in the form of equity or subordinated debt ("**Initial Funds")** for the purposes as summarized below.*
>
> *(a)* ***Amount for upfront payment of Financial Creditors of the Corporate Debtor:*** *An amount of* ***INR 10.00/Lakhs*** *shall be infused by the Resolution Applicant by way of subordinate debt* ***to make the upfront payment to the financial creditor on or after a period of 90 (ninety) days of the Approval Date. ·***
>
> *(b)* ***……..***
>
> ***(c) Amount for payment of Operational Creditors of the Corporate Debtor:*** *An amount of INR* ***34.64 Lakhs*** *shall be infused by the Resolution Applicant by way of subordinate debt* ***to make the upfront payment to the financial creditor on or after a period of 90 (ninety) days of the Approval Date.***
>
> *(Bold for Emphasis)*

43. It can be seen that while the timeline prescribed under the RFRP provides for payment of upfront cash within 30 days of approval of Resolution Plan by Adjudicating Authority, the plan incorporates the expression **"on or after 90 days"** which does not prescribe any outer limit within which the payment is required to be made. It thus is not only at variance vis-à-vis 'Upfront cash recovery' defined in the RFRP but also leaves the date of implementation of plan indeterminate and does not provide a definite timeline for discharge of the upfront payment obligation.

44. Further, Regulation 38(2)(a) of the CIRP Regulations, 2016 mandates a resolution plan to provide for "the term of the plan and its implementation schedule". The Regulation, therefore, requires the Plan to stipulate a definite timeline for implementation of its material obligations, so that the time within which such obligations are required to be performed is ascertainable from the Plan itself. In the present case, such an open-ended stipulation for upfront cash payment and subsequent payment leaves the date of payment indeterminate, which is in violation of Regulation 38(2)(a) of the CIRP Regulations, 2016.

45. Secondly, we discuss the compliance of the Resolution Plan with the requirement relating to the Performance Security, Clause 1.9.1 of the RFRP provides:

> *1.9.1 The Successful Resolution applicant i.e. the resolution applicant whose plan would be approved by CoC is required to submit the Performance Bank Guarantee of 20% of the Bid value. The performance Bank Guarantee should be submitted in the Format as provided in **Appendix 6** within **seven** days of approval of resolution plan or within such time as extended by CoC. The performance bank guarantee would be valid for initial period of six months over and above the terms of the resolution plan.*

46. It is noted that the Bid Value i.e. Resolution Plan Value is recorded in the Resolution Plan and Form H, as Rs. 1,00,00,000/-. Consequently, in terms of Clause 1.9.1 of the RFRP, the Resolution Applicant was required to furnish a Performance Bank Guarantee equivalent to 20% of the Bid Value i.e. Rs. 20,00,000/- within seven days of approval of resolution plan by the CoC. The Resolution Plan was approved by the CoC on 16.10.2023 and accordingly, the Performance Bank Guarantee was required to be furnished within a week of this date.

47. It is noted that no document has been placed on record evidencing the submission of the Performance Bank Guarantee of Rs. 20,00,000/- as required under Clause 1.9.1. While Form H reflects an amount of only Rs. 5,00,000/- as having been deposited towards Performance Security, no further details or supporting documents have been placed on record evidencing payment of balance Rs 15 Lakhs towards Performance Security. Thus, there is a substantial shortfall of Rs. 15,00,000/- in the Performance Security. Accordingly, the requirement under Clause 1.9.1 has not been satisfied.

48. In this regard, it is also relevant to extract the relevant portion of Clause 1.9.3 of the RFRP, which expressly provides the consequence of such default:

> *"Non-submission of the Performance Guarantee by the Successful Resolution Applicant, as per the provisions of the Clause 1.9.1, will lead to rendering of resolution Plan by such Resolution Applicant as non-responsive, and the COC shall have the right to reject the Resolution Plan."*

49. Accordingly, we find that the Resolution Plan fails to comply with Clause 1.9.1 of the RFRP and therefore, by virtue of Clause 1.9.3 thereof, it should have been rendered as non-responsive.

50. Thirdly, we examine the financial capability of the Resolution Applicant, and whether the Resolution Plan is feasible and viable.

51. The Resolution Plan, at Part IV (Financial Proposal), page 125 of the amended interlocutory application, provides as follows:

> *"The Resolution Applicant estimates that it will require to infuse or arrange for the Corporate Debtor an amount not exceeding INR 100.00/- Lakhs on or after a period of 90 (ninety) days of the Approval Date, in the form of equity or*

subordinated debt ("Initial Funds") for the purposes as summarised below."

52. The Plan further contemplates infusion of approximately Rs.100 lakhs by the Promoters within three years of approval of the Plans (Page 14 of the Resolution Plan). It also proceeds on the basis of anticipated work orders arising from the existing tie-ups of the Resolution Applicant in Maharashtra.

53. However, the Plan does not disclose any firm or verifiable source for the proposed infusion. Although the Plan contemplates that the required funds may be infused by way of subordinate debt, no term sheet, sanction letter, financing commitment or other material has been placed on record to establish the availability of such funds.

54. Similarly, while the Plan proceeds on the basis of anticipated work orders arising from the Resolution Applicant's existing tie-ups in Maharashtra, no agreement, memorandum of understanding, letter of intent or other material has been placed on record to establish the existence or certainty of such work orders. The projected receipts from such anticipated business are, therefore, unsupported by any material demonstrating their availability or certainty.

55. Further, Exhibit G to the Additional Affidavit dated 29.07.2025 records the net worth of the Resolution Applicant at Rs.36,89,751/-, without any supporting net-worth certificate. Even assuming the correctness of the stated net worth, the same is substantially below the proposed infusion of approximately Rs.100 lakhs. No material has been placed on record to demonstrate the manner in which the Resolution Applicant proposes to bridge this funding gap or otherwise make available the funds contemplated under the Plan.

56. The aforesaid stipulations are required to be considered in the context of the requirements prescribed under Regulation 38(3) of the CIRP Regulations,

2016. The said provision requires a resolution plan to demonstrate, inter alia, 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; and*
> ***(e) the resolution applicant has the capability to implement the resolution plan."***

57. In the present case, the proposed infusion in the resolution plan is not supported by any firm or verifiable source of funding. The Plan instead relies upon the proposed infusion through subordinate debt and anticipated receipts from future work orders, neither of which is supported by any material demonstrating the availability or certainty of such funds. In these circumstances, the financial basis for implementation of the Plan remains unsubstantiated and thus the feasibility and viability of the Plan within the meaning of Regulation 38(3)(b) is not satisfactorily established as also Resolution Applicant's capability to implement in terms of Regulation 38(3)(e).

58. Fourthly, we consider whether Resolution Plan complies with Section 30(2)(b) of the Code.

59. In the present case, there are two Financial Creditors constituting the Committee of Creditors. Pravara Sahakari Bank Limited, holding 66.12% of the voting share and Intec Capital Limited, holding the remaining 33.88% voting share. The Resolution Plan, provides for payment to the Financial Creditors in the following manner:

(Amount in Lacs)

Particulars	Upfront	Year 1	Year 2	Year 3	Total
Pravara Bank	6.61	7.79	14.41	14.41	43.22
Intec Capital Ltd	3.39	3.99	7.38	7.38	22.15

Total	**10.00**	**11.79**	**21.79**	**21.79**	**65.36**

60. As set out in the table extracted above, the Resolution Plan, in its present form, provides for payment of Rs.22.15 lakhs to Intec Capital Limited.

61. As set out in the Amendment IA, pursuant to Section 53 of the Code, Intec Capital Ltd. would have been entitled to receive an amount of Rs. 22.28 lakhs in the event of liquidation. Further, the Revised Form H, at Item 7B, records Intec Capital Limited as "Secured FC – Dissenting" and specifies Rs. 22.28 lakhs as the amount payable to it under Section 53(1) of the Code in the event of liquidation.

62. In this regard, it would be appropriate to refer to Section 30(2)(b) of the Code, which, inter alia, provides as under:

> *"**30: Submission of Resolution Plan***
> *(2) The resolution professional shall examine each resolution plan received by him to confirm that each resolution plan – ...*
> *(b),provides for the payment of debts of operational creditors, in such manner as may be specified by the Board, which shall not be less than-*
> *(i) The amount to be paid to such creditors in accordance with sub-section (1) of section 53 or*
> *(ii) The amount that would have been paid to such creditors, if the amount distributed under the resolution plan had been distributed in accordance with the order of priority in sub-section (1) of section 53.*
> *Whichever is higher, and provides for the payment of debts of financial creditors**, who do not vote in favour of the resolution plan, in such manner as may be specified by the Board, which shall not be less than the amount to be paid to such creditors in accordance with sub-section (1) of Section 53 in the event of liquidation of the corporate debtor.***

63. On a plain reading of the aforesaid provision, the Resolution Plan must provide for payment to a Financial Creditor who does not vote in favour of the Plan in accordance with the statutory minimum prescribed under Section 30(2)(b). Comparing what the Resolution Plan provides (Rs.22.15 lakhs) against what is required to be provided (Rs.22.28 lakhs), there is a shortfall of Rs.0.13 lakhs in the amount provided to the dissenting Financial Creditor.

64. Since Intec Capital Limited is a dissenting Financial Creditor, the amount provided to it under the Resolution Plan must satisfy this statutory minimum. In the present case, the provision of Rs.22.15 lakhs against Rs.22.28 lakhs recorded in the Revised Form H falls short of the minimum amount. There is, therefore, a clear infirmity on the face of the Resolution Plan itself. The Resolution Plan, in its present form, does not satisfy the statutory minimum prescribed under Section 30(2)(b) of the Code.

65. Fifthly, we consider whether the Resolution Plan complies with Section Regulation 38(1)(a) and 38(1)(b) of the CIRP Regulations, particularly in regard to the payment and priority prescribed for Operational Creditors and dissenting Financial Creditors.

66. Upon perusal of the Resolution Plan dated 15.05.2023 submitted by Suyog Pachange, we observe that it does not expressly provide for the statutory priority of payments contemplated under Regulations 38(1)(a) and 38(1)(b) of the CIRP Regulations, 2016, namely, payment to Operational Creditors in priority over Financial Creditors and payment to Financial Creditors who do not vote in favour of the Resolution Plan in priority over those who vote in favour of the Plan.

67. Further, the Resolution Plan provides that the upfront payments to Financial Creditors and Operational Creditors shall be made “on or after a period of 90 (ninety) days of the Approval Date”. However, this stipulation does not

specify the sequence or priority in which the respective classes of creditors are to be paid.

68. The issue concerning the absence of a specific provision for payment to dissenting Financial Creditors was subsequently raised by Intec Capital in the 5th CoC meeting held on 18.09.2023. Thereafter, by letter dated 04.10.2023 (Exhibit M), the Resolution Applicant informed the Resolution Professional that, in the event of a Financial Creditor dissenting from or not voting in favour of the Resolution Plan, it was agreeable to paying such Financial Creditor the amount payable under the Code and the applicable Regulations, subject to the total amount payable under the Plan and the annual outgoings remaining unchanged.

69. Further, in the 6th CoC meeting held on 28.10.2023, the Resolution Professional informed the CoC that the Resolution Applicant was agreeable to payment of the dues of a Financial Creditor who did not vote in favour of the Resolution Plan in priority to a Financial Creditor who voted in favour of the Plan, subject to the total amount payable under the Plan and the annual outgoings remaining unchanged.

70. We now turn to the statutory requirement governing the aforesaid issue. Regulation 38(1) of the CIRP Regulations, 2016 prescribes the mandatory contents of a resolution plan and, inter alia, stipulates the priority in which payments are required to be made to different classes of creditors. Regulation 38(1)(a) requires that the amount payable to Operational Creditors be paid in priority over Financial Creditors, while Regulation 38(1)(b) requires that the amount payable to Financial Creditors who have a right to vote under Section 21(2) of the Code and did not vote in favour of the Resolution Plan be paid in priority over Financial Creditors who voted

in favour of the Plan. For ease of reference, the relevant provisions are reproduced below:

> ***"38. Mandatory contents of the resolution plan.***
> *(1) The amount payable under a resolution plan—*
> *(a) to the operational creditors shall be paid in priority over financial creditors; and*
> *(b) to the financial creditors, who have a right to vote under sub-section (2) of section 21 and did not vote in favour of the resolution plan, shall be paid in priority over financial creditors who voted in favour of the plan."*

71. It is therefore evident that the priority of payments contemplated under Regulation 38(1)(a) and 38(1)(b) is not merely a matter of implementation of the Resolution Plan but forms part of the mandatory contents of the Plan itself. Consequently, such priority is required to be expressly reflected in the Resolution Plan submitted for consideration and approval.

72. In the present case, the Resolution Plan, as submitted, does not incorporate the aforesaid statutory priority. Further, the letter dated 04.10.2023 submitted by the Resolution Applicant to the Resolution Professional does not expressly state that such payments would be made in priority. The subsequent statement of the Resolution Professional in the 6th CoC meeting dated 28.10.2023, to the effect that the Resolution Applicant had agreed to make such payments in priority, is also not borne out by the contents of the aforesaid letter and, in any event, does not form part of the Resolution Plan placed before this Tribunal. In the absence of any duly incorporated amendment or addendum to the Resolution Plan or sworn affidavit by the RA, such subsequent statements or clarifications cannot form part of the Plan itself.

73. The resolution plan, in the present form, cannot be approved by the Adjudicating Authority for the defects discussed in this order. Having noted the defects in the resolution plan, we are conscious of the role and powers of the Committee of Creditors in exercising their commercial wisdom and that this Tribunal cannot substitute its own wisdom over such commercial wisdom of the CoC which has been discussed in the case of ***Committee of Creditors of Essar Steel India Limited V. Satish Kumar Gupta & Ors (2019) S.C.R. 275***, wherein the Hon'ble Supreme Court discussed the role of Committee of Creditors. Paragraph 31 and 39 are reproduced below for ease of reference:

> *"31. Since it is the commercial wisdom of the Committee of Creditors that is to decide on whether or not to rehabilitate the corporate debtor by means of acceptance of a particular resolution plan, the provisions of the Code and the Regulations outline in detail the importance of setting up of such Committee, and leaving decisions to be made by the requisite majority of the members of the aforesaid Committee in its discretion.*
>
> *39. xxxx Besides, the commercial wisdom of the CoC has been given paramount status without any judicial intervention, for ensuring completion of the stated processes within the timelines prescribed by the I&B Code.* ***There is an intrinsic assumption that financial creditors are fully informed about the viability of the corporate debtor and feasibility of the proposed resolution plan****. They act on the basis of thorough examination of the proposed resolution plan and assessment made by their team of experts."*

74. We are also conscious that Section 31 of IBC has been amended by The Insolvency and Bankruptcy Code (Amendment) Act, 2026 by insertion of proviso to clause (b) in sub-section (2) of section 31 of IBC, which states:

> *"Provided that the Adjudicating Authority may, before rejecting the resolution plan, give notice to the committee of creditors to rectify any defects in the resolution plan."*

75. We note the composition of CoC. The CoC consists of (a) Pravara Sahakari Bank Limited with 66% voting share which has approved the plan and (b) Intec Capital Limited which has rejected the plan.

76. However, some very serious aspect requires to be noticed at this stage. Huge amount of advances have been given to Mr. Dhiraj Kolhe and Mr. Dilip Theurkar. The Transaction Audit Report dated 06.06.2023 (Exhibit "D" to the Additional Affidavit dated 03.05.2026, page 178) shows the movement in the advances during the audit period as under:

Name	**Balance as on 01.04.2020 (Rs.)**	**Balance as on 16.12.2022 (Rs.)**	**Increase / (Decrease) (Rs.)**
Dhiraj Kolhe	1,41,97,474.11	2,46,06,045.00	1,04,08,570.89
Dilip Theurkar	2,09,14,852.00	2,00,24,054.00	(8,90,798.00)
Inventive Logistic Pvt. Ltd.	10,77,752.00	23,64,620.00	12,86,868.00
Total	**3,61,90,078.00**	**4,69,94,719.00**	**1,08,04,641.00**

77. The Transaction Auditor further noted that the amount receivable from Mr. Theurkar had been reduced by Rs. 52,38,741/- through the following credit journal entries against M/s. Shree Enterprises, his proprietary concern:

Date	**Account Debited**	**Account Credited**	**Amount (Rs.)**
31.03.2021	Shree Enterprises	Dilip Theurkar	41,69,211
31.05.2022	Shree Enterprises	Dilip Theurkar	3,17,340

Date	Account Debited	Account Credited	Amount (Rs.)
30.06.2022	Shree Enterprises	Dilip Theurkar	6,05,190
31.07.2022	Shree Enterprises	Dilip Theurkar	33,500
30.09.2022	Shree Enterprises	Dilip Theurkar	1,13,500
		Total	**52,38,741**

78. Except entry passed on 31.03.2021, all other entries were passed after commencement of CIRP on 18.02.2022. The Transaction Auditor specifically sought an explanation as to why the receivable had been so reduced and why these advances should not be treated as preferential transactions. The explanation provided is that such amount was attributed to an invoice dated 05.12.2022 for Rs. 2.01 crores, which was "pending for booking". Carefully examination of the facts would reveal that the invoice itself is dated 05.12.2022 that is much after the commencement of CIRP. On one side RP had filed application under section 19(2) of the Code against the suspended directors while on the other hand he is himself passing adjustment entries for the period prior to CIRP which conduct of RP is highly questionable.

79. The explanation furnished on behalf of the Corporate Debtor in respect of Mr. Kolhe was recorded as under (page 179):

Particulars	Months	Amount per Month (Rs.)	Total (Rs.)	Documents Relied Upon
Office Rent	45	2,40,000	1,08,00,000	Unregistered leave and licence agreement

Particulars	Months	Amount per Month (Rs.)	Total (Rs.)	Documents Relied Upon
Vehicle Charges (MH 12 RC 0007)	45	82,000	36,90,000	Registration certificate and unregistered MoU
Vehicle Charges (MH 12 RN 7777)	45	55,000	24,75,000	Registration certificate and unregistered MoU
Sub-total			**1,69,65,000**	
Opening balance as on 01.04.2019			92,40,749	
Grand Total			**2,62,05,749**	

80. From the above table, it can be seen that the monthly rent of 45 months has been adjusted on the basis of unregistered leave and licence agreement. As the opening balance is reflected on 01.04.2019 and adjustment is made thereafter, the said 45 months are pertaining to the period from April 2019 to Dec. 2022. We are unable to appreciate the conduct of RP in passing adjustment entries for rent of 45 months, after commencement of CIRP for the period prior to CIRP when no entries for such rent was ever passed or TDS paid. The ante dated rent adjustment entries coupled with the fact that alleged leave and licence agreement for the office of CD for 45 months is unregistered and is spread to the 2 years prior to CIRP period for which RP has no knowledge. Further, rent adjustment entries are passed after commencement of CIRP period for CD's office which office was never taken over by the RP. During the course of the hearing on 04.08.2026, upon specific query regarding CD's office, the RP has expressed his ignorance. Similar adjustment entries have been passed for 45 months for use of

vehicles by the CD spread over period prior to the commencement of CIRP and post CIRP period for which the RP has no knowledge.

81. The Transaction Auditor recorded following three things (page 181):

(a) The transactions had not been accounted for in the books of the Corporate Debtor.

(b) Expenses of about Rs. 2.62 crores for the period from 01.04.2019 to 16.12.2022 remained unbooked.

(c) TDS had not been deducted on payments made to Mr. Theurkar.

82. It is noted that the advances, aggregating approximately Rs. 4.16 crores, were assigned Nil value by the Registered Valuers. When this aspect was put before the Resolution Professional during the course of hearing on 04.08.2026, he was unable to reply to provide any cogent reasons but merely mentioned that the relevant entries in the ledger were passed after commencement of CIRP on 18.02.2022. Upon further query as to determination of any avoidable transactions and filing of any PUFE application, he replied that no action has been taken in respect of PUFE transactions.

83. It is further emerging from the pleadings as mentioned by the RP himself that no books of accounts were handed over to the RP until 16.12.2022, which was provided to him only pursuant to proceedings under Section 19(2) of IBC. When the RP himself was not aware of the said transactions, passing of entries in the books of accounts of corporate debtor prior to that date only shows the improper conduct.

84. It is further noted that both these creditors to whom advances are given are employees of the Corporate Debtor. The Information Memorandum dated 08.01.2023 (Exhibit "E" to the amended Application, Annexure L, page 64) records them as under:

Sr. No.	Name	Designation	Address	Dues Subsisting as on 31.03.2022 (Rs.)
16	Dhiraj Kolhe	Finance Head	Pune	40,000.00
29	Dilip Theurkar	Sr. Supervisor	Ranjangaon	60,000.00

85. There is no explanation as to why the employees of CD (as mentioned in the IM) have been treated as creditors for the purpose of passing adjustment entries. Advances exceeding Rs. 2 crores each given to the Corporate Debtor's own employees, supported only by unregistered agreements and, in Mr. Theurkar's case, an unbooked invoice, warranted closer examination by the Resolution Professional, which Resolution Professional has failed to do. The Resolution Professional's acceptance of the transactions without undertaking the requisite scrutiny is, therefore, unjustified.

86. At this stage, it is relevant to refer to Section 29A(g) of the Code which reads as follows:

> *"**Section 29A. Persons not eligible to be resolution applicant***
> *a person shall not be eligible to submit a resolution plan, if such person, or any other person acting jointly or in concert with such person—*
> *....*
> *(g) has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code:"*

87. Section 29A(g) of the Code provides that a person shall not be eligible to submit a resolution plan if such person has been a promoter or has been in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under the Code.

88. In view of the facts and circumstances noted in Paragraphs 76 to 79 above, it is evident that the Resolution Professional failed to take appropriate action in respect of the said transactions by examining and determination their real nature. If the RP had diligently discharged his duties and succeeded in PUFE applications then the resolution applicant being suspended director of the CD would have been ineligible under section 29A. To our mind it appears that no PUFE application is filed merely to avoid disqualification of the present Resolution Applicant under Section 29A(g) of the Code.

89. Therefore, in view of the facts and circumstances of the case, we find that the Resolution Plan, as submitted, does not comply with the mandatory requirements of Regulations 38(1)(a) and 38(1)(b) of the CIRP Regulations, 2016, as it fails to expressly provide for the statutory priority of payments to Operational Creditors and dissenting Financial Creditors. Further, the subsequent correspondence and statements relied upon by the Resolution Applicant and the Resolution Professional cannot be treated as forming part of the Resolution Plan in the absence of their valid incorporation therein, without due process of their approval by CoC. It is also a clear case, where attempt has been made to prevent disqualification of the Resolution Applicant herein as discussed in Paragraph 76 to 85 above.

90. For all the reasons discussed above, the Resolution Plan is liable to be rejected under Section 31(2) of IBC, and accordingly the Resolution Plan submitted by Suyog Satish Pachange is **rejected**.

91. The consequence of rejection of the Resolution Plan is governed by Section 33(1)(b) of the Code. The said provision reads as follows:

> ***"33. Initiation of liquidation. —***
> *(1) Where the Adjudicating Authority—*
> *(a) before the expiry of the insolvency resolution process period or the maximum period permitted for completion of the corporate insolvency resolution process under section 12 or the fast track corporate insolvency resolution process under section 56, as the case may be, does not receive a resolution plan under sub-section (6) of section 30; or*
> ***(b) rejects the resolution plan under section 31 for the non-compliance of the requirements specified therein, it shall—***
> *i.* ***pass an order requiring the corporate debtor to be liquidated in the manner as laid down in this Chapter;***
> *ii.* ***issue a public announcement stating that the corporate debtor is in liquidation; and***
> *iii.* ***require such order to be sent to the authority with which the corporate debtor is registered."***

92. In view of the rejection of the Resolution Plan under Section 31(2) of the Code, and in terms of Section 33(1)(b) of the Code, this Adjudicating Authority is of the considered view that the Corporate Debtor is liable to be liquidated in accordance with the provisions of Chapter III of Part II of the Code and the applicable Regulations. Accordingly, the Corporate Debtor is ordered to be liquidated and the following consequential order is passed:

ORDER

A. The Corporate Debtor, **Atharva Auto Logistics Private Limited**, CIN U63030PN2014PTC152640, is hereby directed to be liquidated in accordance with the provisions of Chapter III of the Code and applicable regulations. Consequently, the Applicant/RP stands relieved subject to procedural/necessary compliances under Section 34(5) of the Code.

B. We deem it appropriate to appoint an Insolvency Professional from the panel of Insolvency professionals shared by the IBBI, as the Liquidator of the Corporate Debtor. Accordingly, **Mr. Vinit Gangwal** bearing Registration No. **IBBI/IPA-002/IP-N00091/2017-2018/10235** having address at **Office No.503, Varun capital, CTS No.364+365/13, Off. J.M.Road, Bharat Petroleum Lane, Next to Citiotel, Shivajinagar, Pune, Maharashtra, 411005**, email id: **ip.vinitgangwal@sudharman.in;** having AFA valid upto 30-06-2027 to act as the Liquidator in terms of Section 34(1) of the Code.

C. The Liquidator shall initiate the liquidation process as envisaged under Chapter III of the Code and the Liquidation Process Regulations applicable on the date of passing of this order. He/she shall take control of all the assets of the Corporate Debtor and also continue or institute proceedings in respect of any avoidance transactions or fraudulent or wrongful trading, if any, as per Section 35(1) of the Code.

D. The Liquidator for the conduct of the liquidation proceedings will be entitled to the fees as per Regulation 4 of the Insolvency and

Bankruptcy Board of India (Liquidation Process) Regulations, 2016, applicable on the date of passing of this order.

E. A fresh moratorium shall commence in terms of Section 33(1)(iv) of the Code.

F. The Liquidator shall issue public announcement stating that the Corporate Debtor is in Liquidation.

G. The Committee of Creditors constituted under Section 21 shall continue to function during the liquidation process as per Regulation 8 of the IBBI (Liquidation Process) Regulations, 2016.

H. The Order shall be deemed to be a notice of discharge to the officers, employees and workmen of the Corporate Debtor.

I. The Liquidator shall submit a Preliminary Report to the Adjudicating Authority within 30 days from the Liquidation commencement date as per Regulation 13 of the Insolvency and Bankruptcy (Liquidation Process) Regulations, 2016.

J. The Liquidator appointed under Section 34 of the Code shall have all the powers of the Board of Directors, Key Managerial Personnel and the existing Board of the Corporate Debtor, the Key Managerial Persons shall cease to have any power.

K. The personnel of the Corporate Debtor shall extend all co-operation to the Liquidator as required by him in managing the Liquidation process of the Corporate Debtor.

L. Registry shall furnish a copy of this Order to:

i. Insolvency and Bankruptcy Board of India, New Delhi;
ii. Regional Director (Western Region), Ministry of Corporate Affairs;
iii. Registrar of Companies, Pune;

iv. Official Liquidator attached to Hon'ble Bombay High Court
v. Erstwhile Resolution Professional, Udaykumar Bhaskar Bhatt
vi. Liquidator, Mr. Vinit Gangwal

M. Accordingly, the IA (Plan) No 01 of 2024 is **disposed** of in above terms.

93. Copy of this Order may be sent by the Registry to the IBBI for any appropriate action against the RP in this case, as may be deemed fit.

Sd/-

CHARANJEET SINGH GULATI

Member (Technical)

Sd/-

LAKSHMI GURUNG

Member (Judicial)

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