S.No.01

IN THE NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH – II
VC AND PHYSICAL (HYBRID) MODE
ATTENDANCE CUM ORDER SHEET OF THE HEARING HELD ON
30.10.2026 AT 10:30 A.M.

IA (IBC) (Plan) 07/2026 in
Company Petition (IB) No.104/7/HDB/2023
U/s 7 of IBC

IN THE MATTER OF:
IDBI Bank Ltd **…Petitioner/s**

Vs

GVK Energy Limited **…Respondent**/s

C O R A M:-
SHRI. RAJEEV BHARDWAJ, HON'BLE MEMBER (JUDICIAL)
SHRI. SANJAY PURI, HON'BLE MEMBER (TECHNICAL)

O R D E R

IA (IBC) (Plan) 07/2026

Orders pronounced, recorded vide separate sheets.

In the result, this IA (IBC) (Plan) 07/2026 is rejected.

Sd/- **Sd/-**

MEMBER(T) **MEMBER(J)**

Apoorva/Vinod

IN THE NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH - II

IA (IBC) (PLAN) No. 7 of 2026 in
CP (IB) No.104/07/HDB/2023

[u/s. 30(6) and Section 31 of IBC, 2016 R/w Regulation 39(4) of the IBBI(IRPCP)Regulations, 2016 and Rule 11 of NCLT Rules, 2016]

IN THE MATTER OF M/S. GVK ENERGY LIMITED

Mr. Venkata Chalam Varanasi,
Resolution Professional for M/s GVK Energy Limited,
IBBI Registration No.IBBI/IPA-002/IP-N00267/2017-18/10780,
S/o. V.Bhaskara Rao,
r/o. C-2003, Honer Aquantis, Gopanapally,
Gachibowli-500 019.
Email ID: ip.gvkel@gmail.com

.... Applicant / Resolution Professional

VS.

1. **Adani Power Limited**
   Successful Resolution Applicant,
   Registered Office, Adani Corporate House, Shantigram,
   Near Vaishnodevi Circle, S.G.Highway, Khodiyar,
   Ahmedabad-382421, Gujarat.
   Email-ID: abhishek.tyagi@adani.com

...Respondent No. 1

2. **Committee of Creditors of M/s. GVK Energy Limited,**
   Represented through IDBI Bank Limited,
   Authorized representative of the CoC,
   Registered Office at: IDBI Tower, WTC Complex,
   Cuffe Parade, Mumbai-400 005.
   Branch Office at : 7th Floor, IDBI Tower, WTC Complex,
   Cuffe Parade, Mumbai-400 005.
   Email: ak.nanda@idbi.co.in; Imran.khan@idbi.co.in

...Respondent No. 2

Date of Order : 30.10.2026

CORAM:

Sri Rajeev Bhardwaj, Hon'ble Member (Judicial)

Sri Sanjay Puri, Hon'ble Member (Technical)

Counsel present:

For the Applicant : Mr. Om Prakash, Ld. Senior Counsel along with Mr. Y. Suryanarayana, Ms. Siva Praneetha, and Mr. Sudharshan, Ld. Counsel

For the Respondents : Mr. Sandeep Singi, Ld. Counsel for R1/SRA
Mr. Enosh Nithin, Ld. Counsel for R2

1. This Application is filed by the Resolution Professional (RP) for the Corporate Debtor (**CD**) M/s GVK Energy Limited under Sections 30(6) and 31 of the IBC[1] read with Regulation 39(4) of CIRP Regulations[2] and Rule 11 of NCLT Rules[3] seeking approval of the Resolution Plan dated 25.06.2026 submitted by Adani Power Limited (**Respondent No.1**), which has been unanimously approved by the CoC[4] of the Corporate Debtor.

Brief facts of the Application:

2. By order[5] dated 06.05.2025, this Tribunal admitted the Corporate Debtor into CIRP[6] and appointed Mr. Venkata Chalam Varanasi as the Interim Resolution Professional **(IRP)**.

3. It is submitted that, in adherence to the said Order, the Applicant issued the Public Announcement on 09.05.2025,

[1] Insolvency and Bankruptcy Code
[2] IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016
[3] National Company Law Tribunal Rules, 2016
[4] Committee of Creditors
[5] Pg 122-157 of the Application
[6] Corporate Insolvency Resolution Process

inviting creditors of the Corporate Debtor to submit their claims, together with proof, on or before 21.05.2025. Copy of the Public Announcement dated 09.05.2025 is annexed as **Annexure-2** to the Petition.

4. The claims verified by the RP as on 24.07.2026 are summarised below:

Category of Creditor	No. of Claims	Amount Claimed (Rs)	Amount Admitted (Rs)	Voting Share
Secured Financial Creditors (other than class)	1	13,511,898,417	13,511,898,417	9.71%
Unsecured Financial Creditors (other than class)	20	129,248,085,442	129,121,605,872	90.29%
Operational Creditors - Government Dues	3	171,500,267	171,500,267	N.A.
Operational Creditors - Other than Workmen/Employees/ Govt. Dues	3	17,573,012	17,573,012	N.A.
Workmen / Employees	N.A.	0	0	N.A.
Other Creditors	N.A.	0	0	N.A.
TOTAL	27	142,949,057,138	142,822,577,568	100% CoC voting

5. The CoC comprised 19 members: Phoenix ARC, as the Secured Financial Creditor having 9.71% voting share and 18 unsecured unrelated Financial Creditors having 90.29% voting share. The 27 admitted claims aggregate to approximately Rs 14,282.26 Crore, which includes 2 related party Unsecured Financial Creditors, 3 Government dues operational creditors and 3 related party operational creditors. The details are mentioned at **Page No.172-178 of Annexure 4** to the petition.

6. It is averred that the Applicant identified payments made by the suspended management on 06.05.2025 and 07.05.2025 after

commencement of CIRP, towards pre-CIRP dues, including certain related-party payments, without the Applicant's authorisation. Accordingly, the Applicant filed an application i.e IA No. 900/2025. Pursuant to the order dated 08.01.2026 passed therein, reversal of the appropriated amounts was enabled and approximately Rs 2.28 crore was refunded to the Corporate Debtor.

7. The Applicant convened the 1st meeting of the CoC on 06.06.2025, wherein the CoC confirmed the Applicant as the Resolution Professional (**RP**) of the Corporate Debtor. Further, the Applicant, pursuant to the approval of CoC, appointed 'Adroit Appraisers and Research Private Limited' and 'Inn Tech Global Valuers Private Limited' as registered valuers under Regulation 27 of the CIRP Regulations for determination of fair value and liquidation value of the Corporate Debtor. In the 3rd CoC meeting held on 02.08.2025, 'Pipara & Co LLP' was appointed for conducting transaction review for avoidance transactions. The fair value and liquidation value for the CIRP of Corporate Debtor are set out below:

Particulars	**Amount (Rs Crore)**
Fair Value	3,245.53
Liquidation Value	2,277.53

8. The RP issued Form-G on 10.07.2025, inviting Expressions of Interest (**EoI**) from Prospective Resolution Applicants (**PRAs**). Public invitation in Form-G yielded 21 EoIs leading to 19 eligible resolution Applicants. RFRP[7] (along with Evaluation Matrix) dated 27.10.2025 was issued to the eligible PRAs. Finally, the Applicant received Resolution Plans from 9 (nine) eligible PRAs

[7] Request For Resolution Plan

which were placed before the CoC in its 9th meeting held on 02.12.2025.

9. The Applicant shared the Challenge Process Document dated 12.03.2026 with the eligible PRAs. On the same day, 'Purvah Green' sent an email seeking withdrawal of its resolution plan, citing the West Asia conflict, and refused to participate in the challenge process. Thereafter, the Applicant informed the CoC regarding the communication dated 12.03.2026 received from 'Purvah Green' seeking withdrawal of its resolution plan.

10. Upon deliberation, the CoC, in its commercial wisdom, instructed / authorised the Applicant to take necessary measures for invocation / encashment / forfeiture of the EMD Bank Guarantee of Rs 20 crore furnished by 'Purvah Green'. On 14.03.2026, the Applicant issued a formal invocation letter to Yes Bank invoking the Bank Guarantee furnished by 'Purvah Green'. Thereafter, on 17.03.2026, 'Purvah Green' filed I.A. No. 494 of 2026 before this Tribunal seeking restraint against invocation of Bank Guarantee No. 190BG07252970010 dated 24.10.2025 issued by Yes Bank for Rs 20 crore, declaration that the proposed forfeiture of the EMD was arbitrary and disproportionate, and refund of the EMD in the event of encashment. By order dated 21.08.2026, this Tribunal dismissed IA 494/2026 and upheld the CoC's decision to invoke and forfeit the EMD Bank Guarantee. An amount of Rs 20 crore was received on 24.08.2026 and has been placed in a short-term fixed deposit.

11. Pursuant to the detailed deliberations in the 19th and 20th meetings of the CoC, the final Resolution Plan submitted by the Respondent No.1 i.e Adani Power Limited (hereinafter referred to as '**APL'**) was approved by the CoC members with 100% voting rights. Pursuant to the Approval of the Resolution Plan by the

CoC, in the 21st meeting, Letter of Intent (LoI) was placed and approved by the CoC and issued to APL on 07.09.2026. The LoI[8] was accepted by the Respondent No.1 on 09.09.2026 by endorsement of "**Accepted Unconditionally".** APL also provided the stipulated PBG[9] of INR 250 Crore.

12. The RP certified that the Resolution Plan complies with all mandatory requirements under Section 30(2) of the Code and Regulations 37, 38 and 39 of the CIRP Regulations and placed on record the Compliance Certificate in Form-H[10] as required under Regulation 39(4) of the CIRP Regulations.

13. The salient features of the Resolution Plan, submitted by M/s. Adani Power Limited/Respondent No.1 and as approved by the CoC, are as follows:

A. **SRA Profile:** Respondent No. 1 / the Successful Resolution Applicant is Adani Power Limited ("APL"), a public company incorporated under Indian law and listed on BSE Limited and the National Stock Exchange of India Limited, with its registered office at Adani Corporate House, Shantigram, Near Vaishnodevi Circle, S.G. Highway, Khodiyar, Ahmedabad – 382421, Gujarat. APL forms part of the Adani Group, which, as stated in the Resolution Plan, comprised twelve listed entities with a combined market capitalisation of approximately Rs 12.3 lakh crore as on 31.03.2026. APL and its affiliates have an installed thermal power capacity of 18,110 MW and operate a 40 MW solar project. APL's experience in acquiring and operating power assets includes Mahan Energen Limited, Raigarh Energy Generation Limited, Raipur Energen

[8] Letter of Intent dated 07.09.2026 – page no.741-745
[9] Performance Bank Guarantee
[10] Form-H is annexed at page no. 781-812 to the Application

Limited, Udupi Power Company Limited, Korba Power Limited and Vidarbha Industries Power Limited.

B. The CoC comprised of the following Creditors and distribution of voting share[11] among them is as under:

CoC Member	Voting Share	Vote on Approved Plan	
IDBI Bank Limited	12.28%	FOR	
Bank of India	2.21%	FOR	
UCO Bank	6.45%	FOR	
Union Bank of India	9.92%	FOR	
Punjab & Sind Bank	3.80%	FOR	
Aditya Birla ARC Limited (Trustee of ABARC-AST-008-Trust)	2.63%	FOR	
Phoenix ARC Private Limited (Trustee of Phoenix Trust-FY25-4)	**9.71%**	**FOR**	**Secured creditor**
Axis Bank Limited	1.78%	FOR	
LIC of India	3.32%	FOR	
India Infrastructure Finance Company Limited (IIFCL)	4.39%	FOR	
Punjab National Bank	8.47%	FOR	
Bank of Baroda (SAMB Chennai)	8.61%	FOR	
Bank of Baroda (ZOSARB Mumbai)	0.53%	FOR	
Indian Bank	6.34%	FOR	
Karnataka Bank	0.13%	FOR	
Bank of Baroda (London Branch)	1.48%	FOR	
Indian Overseas Bank	3.04%	FOR	
Canara Bank	0.55%	FOR	
Edelweiss Asset Reconstruction Company Limited (Trustee of EARC Trust SC 341)	14.35%	FOR	

[11] List of financial creditors voting share details at page no.793- volume VI

C. The amounts provided in the Plan aggregate to approximately Rs 5500 Crore. Details of realisable amounts[12] under the Approved Resolution Plan are set out below:

Stakeholder Type	Amount Claimed (Rs)	Amount Admitted (Rs)	Realisable Amount under the Plan (Rs Cr)	Realisable Amount as % of Amount Claimed	Payment Schedule
Secured Financial Creditors	**13,51,18,98,417**	**13,51,18,98,417**	**Maximum of Rs 1,351.18 Cr**	**100%**	**Upfront**
Creditors not having a right to vote under Section 21(2)	–	–	–	–	–
Dissenting	–	–	–	–	–
Assenting	13,51,18,98,417	13,51,18,98,417	Maximum of Rs 1,351.18 Cr	100%	Upfront
Unsecured Financial Creditors	**1,29,24,80,85,442**	**1,29,12,16,05,872**	**Rs 530 Cr**	**4.10%**	**Upfront**
Creditors not having a right to vote under Section 21(2)	–	3,52,61,56,905	–	–	–
Dissenting	–	NA	–	–	–
Assenting	–	1,25,59,54,48,967	Rs 530 Cr	4.22%	Upfront
Operational Creditors	**18,90,73,279**	**18,90,73,279**	**0**	**0%**	**–**
(i)Government	17,15,00,267	17,15,00,267	0	0%	–
(ii) Workmen (PF dues / other dues)	–	–	–	–	–

[12] Details of realisable Amount at page no.795- Volume VI

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Stakeholder Type	Amount Claimed (Rs)	Amount Admitted (Rs)	Realisable Amount under the Plan (Rs Cr)	Realisable Amount as % of Amount Claimed	Payment Schedule
(iii) Employees (PF dues / other dues)	–	–	–	–	–
(iv) Other operational creditors	1,75,73,012	1,75,73,012	0	0%	–
Other Debts and Dues	**–**	**–**	**–**	**–**	**–**
Shareholders	**–**	**–**	**–**	**–**	**–**
Total	**1,42,94,90,57,138**	**1,42,82,25,77,568**	**Maximum of Rs 1,881.18 Cr**	**13.17%**	**Upfront**

D. The time frame proposed for obtaining relevant approvals is as under:

Nature of Approval	Name of applicable law	Name of Authority who will grant Approval	When to be obtained
Competition Commission of India	Competition Act 2002	Competition Commission of India	Approval already granted vide letter dated 12.05.2026

E. Steps to be taken by the concerned parties post approval of resolution plan by AA:

Next Step(s)	Name of Party	Timeline
Formation and appointment of the Implementation and Monitoring Committee.	Resolution Professional	**T**
Intimation of NCLT approval to all stakeholders including AHPL Lenders	Resolution Professional	**T + 1**

Next Step(s)	Name of Party	Timeline
Infusion of Funds and Acquisition Actions (Within 45 days from T = E)		
Secured FC of CD and AHPL lenders to communicate to RP regarding their outstanding dues	Resolution Professional	**E - 5 (Cutoff date)**
Admitted FC Debt shall be recorded in Books of Accounts of CD	GVK EL finance team	**E - 3 (NCD issuance date)**
Discharge of admitted FC Debt by Issuance of equivalent NCDs	GVK EL finance team	**E - 3 (NCD issuance date)**
Phoenix shall instruct Catalyst and ARCIL to withdraw the relevant proceedings and issue a delivery instruction slip for the pledged shares of AHPL	Phoenix ARC	**E - 3 (NCD issuance date)**
Hand over No-Dues Certificate	FCs	**E - 3 (NCD issuance date)**
Upfront Equity infusion and total RA infusion	SRA	**E**
Payment of CIRP cost, interim period cost etc.	Monitoring committee	**E**
Payment to FCs as per Resolution Plan	SRA / Monitoring Committee	**E**
Handover of no-dues certificates and Delivery instructions and return of PBG to SRA	Resolution Professional / Monitoring committee	**E**
Issue and allot Equity shares in accordance with the Resolution Plan	Corporate Debtor	**E**
The existing suspended board and the monitoring committee will be dissolved, and the Resolution Applicant will constitute a new board.	Corporate Debtor	**E**

It is averred that the Resolution Applicant requires at least 12 months from the Effective Date, or longer if legally permitted, to remedy any breaches or non-compliances.

SOURCE OF FUNDS:

F. The source of funds is stated to be a "Hybrid structure - Internal accruals and raise, refinance, or secure the required funds through any combination of equity, debt, or third-party financial instruments, at the discretion of the SRA"

G. The highlights of the resolution plan as presented are as under:

Name of the Resolution Applicant	**M/s Adani Power Limited**
Voting % in favour of the Resolution Plan	**100.00%**
Resolution Plan Amount provided by the SRA to the stakeholders	**Rs 55,00,00,00,000**
Total claims admitted by the RP	**Rs 1,42,82,25,77,568**
% of amount provided to the stakeholders under the Resolution Plan to the amount admitted	**38.51%**
Haircut	**61.49%**
Fair Value	**Rs 32,45,53,00,000**
Liquidation Value	**Rs 22,77,53,00,000**
PBG provided by SRA	**Rs 2,50,00,00,000**
Term/Implementation schedule	**45 days from the NCLT approval date**

14. The Resolution Professional has confirmed that the Resolution Plan meets all the requirements of Section 30(2) of the Code and Regulations 37, 38 and 39 of the CIRP Regulations.[13]

[13] Form-H Annexure at Page 800 in Volume-VI of the Application:

FINDINGS & DECISION:

15. In the above backdrop we heard Mr. Om Prakash, Learned Senior Counsel for the Resolution Professional and perused the records, including the proposed Resolution Plan, Form-H and other documents annexed to the Application.

16. This application filed by the Resolution Professional of GVK Energy Limited (**Corporate Debtor**) seeks approval of the Resolution Plan submitted by Adani Power Limited, the Successful Resolution Applicant (**SRA**). The application states that the Plan has been approved by the CoC with 100% voting share.

17. Upon examination of the records presented to us along with the application, we find that material particulars concerning the financial proposal and its implementation have not been disclosed with sufficient precision and detail to enable us to determine whether the Plan meets the requirements for approval.

18. The Plan describes the total financial proposal as Rs 5,500 crore. However, this amount represents a combined proposal concerning the Corporate Debtor and its subsidiary 'Alaknanda Hydro Power Company Limited' (**AHPL**). It is neither represented as an amount payable exclusively to the creditors of the Corporate Debtor nor as an infusion entirely from the Successful Resolution Applicant's own funds.

19. Under Clauses 1.3.1(ii)–(iv) of the Plan, the proposal includes AHPL's cash and cash equivalents, with adjustments for specified debt-servicing payments and operational expense leakages. The amount required to be infused by the Successful Resolution Applicant and the "Total Payable Plan Consideration" are accordingly to be determined in the manner provided in those clauses. A consolidated reconciliation of these components and their proposed application is necessary to ascertain the financial obligations undertaken under the Plan.

20. In respect of the Corporate Debtor, Form-H records a maximum payment of approximately Rs 1,351.18 crore to its sole admitted secured financial creditor, Phoenix ARC Private Limited. This amount is 100% of its admitted claim against the Corporate Debtor, although the actual payment remains subject to reconciliation of its exposures to the Corporate Debtor and AHPL. The unrelated unsecured financial creditors are proposed to receive Rs 530 crore against admitted claims aggregating approximately Rs 12,559.54 crore, representing a recovery of approximately 4.22%.

21. We clarify that the extent of the haircut of approximately 96% or the difference in recoveries between secured and unsecured financial creditors does not by itself constitute the basis for our determination in the present order. The commercial decision of the CoC regarding distribution is entitled to due respect. The Authority must nevertheless have sufficient material to examine compliance with the Code and the provisions governing implementation of the Plan.

22. We also note that the aggregate amount of approximately Rs 1,881.18 crore proposed for the Corporate Debtor's financial creditors is below the extrapolated liquidation value of Rs 2,277.53 crore adopted by the CoC on the assumption of the Corporate Debtor's ownership of 100% of AHPL's shares. This difference does not, by itself, render the Plan unacceptable, since liquidation value is not a mandatory minimum for the aggregate consideration under a resolution plan. This makes the CoC's recorded deliberations and rationale under Regulation 39(3)(b)(ii) particularly relevant, as they must explain how the expected recovery of the Corporate Debtor's creditors compares with the adopted liquidation value. The combined proposal of Rs 5,500 crore cannot, without that reconciliation, be treated as the recovery available to the Corporate Debtor's creditors.

23. On a simple subtraction of Rs 1,351.18 crore and Rs 530 crore from Rs 5,500 crore, the balance is approximately Rs 3,618.82 crore. This

is only an indicative figure, since the final amount depends upon the adjustments, costs, other applicable payments and reconciliation contemplated by the Plan.

24. Further, Clause 1.3.1(iv) defines the "Total Payable Plan Consideration" as the aggregate of AHPL's actual cash and cash equivalents on the Cut-Off Date and the Resolution Applicant's infusion for payment. Accordingly, the stated amount of Rs 5,500 crore does not represent an equivalent fresh infusion by the Resolution Applicant, whose contribution is reduced by AHPL's cash and cash equivalents and the other adjustments contemplated by the Plan. Since AHPL is a going concern, complete disclosure and reconciliation of these amounts is necessary to ascertain both the Resolution Applicant's actual contribution and the consideration available for distribution.

25. While the Plan explains the computation through a hypothetical illustration, neither the Plan nor the approval application discloses the actual cash and cash equivalents available with AHPL as at any identified recent date, including the date of filing the application. This omission is material because AHPL's own funds form part of the stated financial proposal of Rs 5,500 crore and correspondingly reduce the amount to be infused by the Successful Resolution Applicant. The concern is not that the final balance on a future Cut-Off Date remains unknown, but that the existing cash position has not been disclosed. Consequently, we cannot ascertain, even on the basis of the financial position prevailing when approval was sought, the extent to which the proposal is funded from AHPL's own resources and the corresponding contribution required from the Successful Resolution Applicant.

26. We are particularly concerned with the manner in which the proposed allocation of the residual consideration has been presented in the approval application. Subject to the payments contemplated by the Plan, this amount is approximately Rs 3,618.82 crore,

constituting nearly two-thirds of the stated financial proposal of Rs 5,500 crore. Although the application refers generally to settlement of AHPL's lenders and other stakeholders, it does not set out, in a consolidated and intelligible manner, the identities and capacities of the intended recipients, their respective outstanding dues, and the amounts proposed to be paid to them or the basis of their allocation. These are material particulars concerning the utilisation of a substantial portion of the proposed consideration.

27. The identity of the proposed recipients in their capacity as AHPL's lenders is only partially discernible from provisions dispersed across the Resolution Plan. The definition of "AHPL Lenders" at page 703 refers to 'Phoenix and Vistra ITCL (India) Limited or any debenture holder in connection with the debt availed by AHPL', without identifying the debenture holders covered by that expression. The term 'Phoenix' is defined on page 710 as 'Phoenix ARC Private Limited, a Financial Creditor of the Corporate Debtor in its capacity as trustee of Phoenix Trust FY 25-4'. A separate provision at page 655 describes Vistra as acting as debenture trustee for 'Kotak', but the Plan neither defines 'Kotak' nor identifies the precise legal entity intended. Nor does it disclose sufficient particulars to ascertain whether Vistra or the persons it represents are related parties of the Corporate Debtor. We draw no conclusion on that status; the deficiency is that the identities, capacities and relationships of the proposed recipients have not been adequately disclosed.

28. These dispersed references do not furnish a complete statement of the beneficiaries, their underlying claims and their respective entitlements under the proposed settlement. The application ought to have expressly explained this substantial component of the financial proposal, supported by the relevant particulars and documents, rather than leaving its examination dependent upon correlating scattered provisions of the Plan.

29. 'Phoenix', i.e Phoenix ARC Private Limited, is represented in the CoC in its capacity as a financial creditor of the Corporate Debtor. Its proposed receipt of consideration against its separate exposure to AHPL, however, requires distinct disclosure and reconciliation. Likewise, the application must explain the entitlement of the debenture holders represented by 'Vistra' and the basis upon which their claims against AHPL are proposed to be settled through the combined financial arrangement. Phoenix's participation in the CoC of the Corporate Debtor does not, by itself, establish the particulars or agreed treatment of these separate claims.

30. This omission is material to consideration of the Plan for approval. The Plan fails to disclose, with the requisite specificity, the recipients of the residual consideration, their respective claims, the proposed allocation or the binding settlement arrangements. We are therefore unable to ascertain whether this substantial component of the Plan is sufficiently defined and capable of implementation. General references to a comprehensive resolution of the Corporate Debtor and AHPL, or to the CoC's approval, do not cure these deficiencies. The Plan thus lacks the particulars necessary to assess the feasibility of implementation of its proposed financial arrangement.

31. Adding to the uncertainty is Clause 1.3.3(7)(B)(x) of the Plan, which envisages certificates of AHPL lenders' outstanding dues being furnished at least five days before the Effective Date. Since the Effective Date may fall up to forty-five days after approval, the Plan permits such certification to occur after approval, although a substantial portion of the proposed consideration is earmarked for these lenders. Further, Clause 1.3.3(7)(B)(xi) of the Plan contemplates settlement on mutually agreed terms, without disclosing those terms in the Plan presented for approval. The Plan proceeds on the assumption that AHPL's lenders will agree to the proposed resolution, which is stated to be integral to its feasibility and viability. It does not, however, establish whether a binding

settlement already exists and only final quantification remains outstanding, or whether material terms remain open to future negotiation. These are materially different situations, and this ambiguity prevents us from determining whether this essential component of the Plan can be given effect to with reasonable certainty.

32. Since AHPL is a separate legal entity, the Plan must disclose the legal and contractual basis on which its debts and securities are proposed to be settled or released through the Corporate Debtor's resolution process. The Plan does not sufficiently explain that basis, and the supporting record does not establish the requisite consents, authorisations and agreements. Nor does it demonstrate how the pending proceedings concerning AHPL's pledged shares are to be addressed so as to give effect to the proposed arrangement.

33. The mechanism proposed in the Plan for payment to the unrelated unsecured financial creditors also lacks sufficient detail regarding the safeguards securing their agreed cash recovery. Under Clauses 1.3.3(7)(A)(iii)–(iv), their admitted debt is to be discharged by issuance of equivalent Non-Convertible Debentures (NCDs), which the Successful Resolution Applicant or its eligible nominee is thereafter to acquire for an aggregate consideration of Rs 530 crore on the Effective Date. Annexure 2 to the proposed Plan provides for unsecured, unlisted NCDs with a tenure of thirty years and interest of 0.0001% per annum.

34. While the Plan specifies this sequence, the adequacy of the safeguards protecting the creditors between issuance of the NCDs and receipt of the purchase consideration requires examination. Clause 2.4.23 provides for signed no-dues certificates to be furnished to the Implementation and Monitoring Committee or the Insolvency Professional on the NCD Issuance Date, while Clause 2.4.24 provides for their handover to the Resolution Applicant on the Effective Date and the consequential steps for release or

modification of charges. These provisions do not expressly make such handover and release conditional upon receipt of the agreed purchase consideration. The application does not demonstrate how the creditors' entitlement to payment is protected if the contemplated purchase is not completed after issuance of the NCDs.

35. We note that the Successful Resolution Applicant has furnished a performance bank guarantee of Rs 250 crore. However, Clause 9.9.1 of the Plan provides for its return on the Effective Date, on which the purchase consideration for the NCDs is also payable. Further, Clause 8.5 restricts invocation or forfeiture where the approving financial creditors or AHPL lenders refuse to execute the "Definitive Documents", subject to the terms of the RFRP. The Plan does not demonstrate how these provisions operate together to ensure that the security remains available until the payment obligations have been fulfilled, or how its proceeds would be applied if the contemplated purchase is not completed. Moreover, although the guarantee need not cover the entire payment obligation, its amount is substantially lower than the proposed payments to the financial creditors. Its existence, therefore, does not by itself establish that their agreed cash recovery is adequately protected.

36. Further uncertainty concerns the treatment of Rs 20 crore forfeited from Purvah Green. The application states that this amount was received on 24.08.2026 and placed in a short-term fixed deposit, but its treatment under Clause 15.2 of the RFRP remains pending consideration by the CoC. The application does not state whether this amount, together with accrued interest, forms part of the consideration available for distribution under the Plan or is to be dealt with separately. The treatment of this amount and its effect on distributions consequently remain unresolved.

37. We are mindful of the limits of judicial review of a CoC-approved resolution plan. In Committee of Creditors of *Essar Steel India Limited v. Satish Kumar Gupta, (2020) 8 SCC 531*, the Hon'ble

Supreme Court emphasised that the Adjudicating Authority cannot substitute its commercial assessment for that of the CoC. The present scrutiny, however, concerns compliance with the statutory requirements for approval. Section 30(2)(d) requires provision for implementation and supervision of the Plan, while the first proviso to Section 31(1) expressly requires this Authority to satisfy itself that the Plan contains provisions for its effective implementation. Approval by the CoC does not dispense with this statutory satisfaction.

38. Regulation 39(3)(b) of the CIRP Regulations requires the CoC to record its deliberations and rationale on the feasibility and viability of each resolution plan. The uncertainties identified above concerning AHPL's lenders, their settlement terms, allocation of the residual consideration and the Successful Resolution Applicant's actual infusion bear directly upon the feasibility of the proposed arrangement. The material placed before us does not demonstrate how these issues were examined and addressed by the CoC. While the commercial assessment rests with the CoC, the RP was required to examine statutory compliance and furnish the relevant particulars and supporting record with the approval application.

39. The deficiencies assume significance because the settlement of AHPL's lenders is stated to be integral to the feasibility and viability of the Plan. Yet, the Plan and supporting record do not establish whether the requisite binding arrangements already exist, how the respective settlement entitlements are ascertainable, or how the necessary consents and releases are secured. Likewise, the provisions concerning issuance and acquisition of the NCDs, discharge of the original debt and return of the performance security have not been shown to operate together so as to protect the agreed cash payments. The existence of an implementation schedule and a monitoring mechanism does not, by itself, resolve these uncertainties concerning the obligations to be performed.

40. Taken together, these deficiencies concern the substance of the proposed implementation arrangement. The difficulty is not merely the absence of an explanatory statement, but the failure to establish a sufficiently defined and binding basis for carrying out an essential component of the Plan. In their absence, we are not satisfied that the requirements of Section 30(2)(d), read with the first proviso to Section 31(1), have been fulfilled. Unanimous approval by the CoC cannot supply that statutory satisfaction. The Plan, as presented, therefore does not qualify for approval under Section 31(1).

41. To summarise, the Plan presented through this application is rejected as it fails to:

a) Provide a consolidated reconciliation of the Rs 5,500 crore proposal, separately identifying AHPL's cash and cash equivalents, deemed payments and other adjustments, the Successful Resolution Applicant's fresh infusion, the Total Payable Plan Consideration, and its application towards costs and each category of recipient;

b) Disclose the complete identities and capacities of AHPL's lenders and ultimate beneficiaries, together with their verified claims and respective settlement entitlements;

c) Reconcile Phoenix's claims against the Corporate Debtor and AHPL, including any overlap in the underlying obligations, the allocation of payments and the corresponding discharge of liabilities and release of securities;

d) Provide the agreed lender-wise allocation, or the binding mechanism by which it is ascertainable, together with the consents and settlement documents necessary for implementation of the AHPL arrangement;

e) Identify the legal and contractual basis for the proposed settlement of AHPL's liabilities and release of its securities,

including the treatment of pending proceedings concerning the pledged shares; and

f) Provide for the safeguards governing issuance and acquisition of the NCDs, payment to the financial creditors, and the consequences of failure to complete the contemplated transactions.

The application and supporting record also fail to:

g) Demonstrate, through the recorded deliberations and rationale required under Regulation 39(3)(b) of the CIRP Regulations, how the CoC assessed the feasibility of the Plan in light of the unresolved matters concerning AHPL's lenders, their settlement terms, allocation of the residual consideration and the Successful Resolution Applicant's actual infusion; and

h) Specify the treatment of the Rs 20 crore forfeited from Purvah Green, together with accrued interest, including whether it forms part of the consideration available for distribution under the Plan or is to be dealt with separately, and its consequential effect, if any, on creditor recoveries.

42. Our conclusion rests on the failure to establish compliance with the requirements for approval, without drawing any inference of collusion or deliberate concealment. Nevertheless, the manner in which the Successful Resolution Applicant has framed the Plan and the RP has presented it for approval reflects a cavalier approach to the disclosure of material particulars, inconsistent with the care and diligence warranted by the scale and significance of the proposed financial arrangement. Essential aspects have been left unstated or inadequately explained, leaving this Authority to reconstruct the proposal from scattered provisions and hypothetical illustrations. The CoC's acceptance of the Plan did not relieve the RP of his responsibility to examine its statutory compliance and place the relevant particulars and supporting material before this Authority.

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These omissions warrant consideration of the manner in which he has discharged his responsibilities. Accordingly, if further resolution is pursued in accordance with the Code, the CoC shall consider whether replacement of the RP is warranted and take an appropriate decision in accordance with Section 27 of the Code.

The present IA (Plan) No.7 of 2026 is accordingly dismissed. The Committee of Creditors is at liberty to consider the further course of action available under the Code.

Sd/-
(SANJAY PURI)
MEMBER (TECHNICAL)

Sd/-
(RAJEEV BHARDWAJ)
MEMBER (JUDICIAL)