

IN THE NATIONAL COMPANY LAW TRIBUNAL NEW DELHI
SPECIAL BENCH (COURT – II)

Item No. 206
IB-66/ND/2022
IA-17/ND/2025, IA-2816/ND/2025

IN THE MATTER OF:

State Bank of India
SAMB-II, 11th Floor,
Jawahar Vyapar Bhavan, 1
Tolstoy Marg, New Delhi-110001

**... Applicant/
Financial Creditor**

Versus

JSSI Hydraulics Pvt.Ltd.
C-1/B, Block-F, Mansarovar Garden
New Delhi-110015

**... Respondent/
Corporate Debtor**

AND IN THE MATTER IA.-17/ND/2025:

**(Section 30(6) of IBC, 2016 R/w Section 31(1) and Regulation 39(4) of the
IBBI (CIRP) Regulations 2016)**

Debashish Nanda
Resolution Professional
Jssi Hydraulics Private Limited
Address Flat No Cs-14 C Floor Ansal Plaza
Vaishali Ghaziabad Uttar Pradesh-201010

... Applicant

AND IN THE MATTER IA.-2816/ND/2025:

**(Section 24(3) (a) of IBC, 2016 R/w Section 60(5) and Rule 11 of NCLT Rules,
2016)**

M/S Garg And Company Pvt. Ltd
Y-105 Loha Mandi Naraina,
New Delhi 110028

... Applicant

Versus

**1. Debashis Nanda, Resolution Professional
of M/S Jssi Hydraulics Pvt. Ltd**

CS-14, C Floor, Ansal Plaza, 1
Vaishali, Ghaziabad, 201010

... Respondent 1

2. State Bank Of India

Stressed Assets Management Group, 11th Floor,
Jawahar Vyapar Bhawan, Janpath,
New Delhi -110001.

... Respondent 2

3. Canara Bank

A-27, 1st Floor, Hauz Khas,
New Delhi -110016

... Respondent 3

Order delivered on 10.10.2025

CORAM:

SH. ASHOK KUMAR BHARDWAJ, HON'BLE MEMBER (J)
SHRI RAVINDRA CHATURVEDI, HON'BLE MEMBER (T)

PRESENT:

For the SRA

: Adv. Abhishek Anand, Adv. Karan Kohli, Adv. Palak
Kalra, Adv. Ridhima Mehrotra, Adv. Vanshika Dhoot

For RP

: Adv. Sumant Batra, Adv. Sarthak Bhandari, Adv.
Riya K., Adv. Debashis Nanda

Hearing Through: VC and Physical (Hybrid) Mode

ORAL ORDER

IA-17/2025: The present application has been preferred under Section 30(6) of IBC, 2016. Sans irrelevant details, it is noted that earlier, in terms of order dated 29.04.2024, the IA-3577/2023, preferred for approval of the resolution plan was allowed and the plan submitted by the SRA viz. J.M. Hydraulics Pvt. Ltd. was approved. However, subsequently it transpired that performance bank guarantee furnished by the SRA was forged. In the wake, the Resolution Professional preferred IA-3762/2024, for recalling the order passed by this Tribunal, approving the resolution plan (ibid). The IA-3762/2024 was allowed in terms of the order dated 19.12.2024.

2. As a ramification of the said order, a controversy could crop up as to whether the CIRP should resume from the date of publication of fresh Form-G or otherwise. Having an understanding of the aforementioned order passed by this Tribunal recalling the order of approval of plan, the CoC decided that it would be proper to call for fresh plans from those bidders who had earlier submitted their resolution plans.
3. In the process, the bidder Sunrise Industries emerged as Successful Resolution Applicant (SRA). The issue regarding the resumption of process also landed before Hon'ble NCLAT in Company Appeal (AT) Insolvency No. 619/2025 in which Hon'ble NCLAT passed order dated 02.05.2025. The relevant excerpt of the order reads thus:

12. The present is a case where process of issuance of Form-G had commenced on 04.10.2022, under which all Prospective Resolution Applicants were allowed time as per Regulation 36B. The process, which commenced after the order dated 19.12.2024 was not direction for start of a fresh process by issuance of fresh Form-G, rather Adjudicating Authority has remitted the matter to CoC and it was left to the commercial wisdom of the CoC to take steps. The Adjudicating Authority further held that if steps are not completed within 60 days, the CD would be deemed to be liquidated. The CoC in its 7th Meeting held on 13.01.2025, resolved to invite PRAs, who had submitted the Resolution Plans in the previous round. The CD was also not eligible to submit the Resolution Plan, in view of the order dated 19.12.2024 and CoC decided to seek Resolution Plan from three Resolution Applicants, who had submitted the Resolution Plans in the previous round. In Agenda Item No.5, following was observed:

“In view of the aforesaid discussion, 100% CoC member represented by SBI and Canara Bank were of unanimous view that JM Hydraulics Private Limited and JSSI Hydraulics Private Limited both should not be allowed to submit the resolution plan and RP should seek the resolution plan from 3 Resolution Applicants who had submitted the resolution plan in the previous round.”

13. As noted above after order dated 19.12.2024 was corrected on 27.01.2025, the Appellant was also invited to submit the Resolution Plan. In pursuance of the decision of the CoC taken on 28.01.2025 to extend the date for submission of the Plan as 03.02.2025, the Appellant was asked to submit the Resolution Plan by 03.02.2025 along with EMD. The present is a case where the Appellant has not submitted the Resolution Plan within the time allowed by the CoC. In view of the order dated 19.12.2024, as noted above, the process, which was carried on by the CoC, was not the process for issuance of fresh Form-G and inviting Expression of Interest and Resolution Plans, and the decision was taken to invite Resolution Plans from existing PRAs only. We, thus, are of the view that provisions of Regulation 36B, sub-regulation (3) are not attracted, nor the CoC was obliged to grant 30 days time to Resolution Applicants to submit the Resolution Plan. In the Minutes dated 13.01.2025, timelines were fixed for Resolution Plan to be submitted by 20.01.2025, which timeline was fixed in view of only 60 days' time allowed by the Adjudicating Authority, i.e. upto 17.02.2025. The timelines, which was provided by the CoC in its Minutes dated 13.01.2025, clearly indicate that there was no question of following Regulation 36B, sub-regulation (3) by allowing one month's time for submission of Resolution Plan. We, thus

are of the view that submission of the Appellant that Appellant was entitled for 30 days' time for submission of the Resolution Plan from 29.01.2025, when it received the email for submission of the Resolution Plan, cannot be accepted. Had the Appellant desirous of submitting the Plan by submitting the requisite EMD of Rs.2 crores it could have been done by the Appellant within the time allowed, when the Adjudicating Authority on 19.12.2024 has left the matter to the commercial wisdom of the CoC to take steps in the process. The timeline was to be fixed by the CoC and the CoC having extended the time for submitting the Plan to 03.02.2025, which was extended both for Appellant as well as other PRAs, we do not find any error in the order of Adjudicating Authority rejecting the Application filed by the Appellant, praying for extension of timeline for submission of the Plan by the Appellant. In IA 856 of 2025, the Appellant has prayed for following reliefs:

- "a. Allow the present Application and direct the Respondents to extend the timeline for submission of the Resolution Plan, and/or;
- b. Permit the Applicant to submit a Resolution Plan for resolution of the Corporate Debtor;
- c. Direct the Respondent No. 1/ RP to place the Resolution Plan proposed to be submitted by the Applicant before the CoC of the Corporate Debtor;
- d. Pass an ex parte ad-interim order directing the Respondents not to consider and approve any resolution plans submitted by other PRAs till the adjudication of the present Application; and
- e. Pass any other orders in favour of the applicant to secure the ends of justice."

14. The CoC having already extended the time till 03.02.2025 for the Appellant to submit the Resolution Plan, the prayer of the Appellant to extend further time for submission of the Plan, could not have been accepted. It was the decision of the CoC for grant of timeline and for completion of process by 17.02.2025 as per the direction of the Adjudicating Authority. The CoC did not commit any error in extending the time to the Appellant till 03.02.2025 for submission of the Resolution Plan. The Appellant having not submitted the Resolution Plan within the time allowed by the CoC, the Application filed by the Appellant for further extension of time was rightly rejected by the Adjudicating Authority.

15. We do not find any error in the order of the Adjudicating Authority rejecting the Application filed by the Appellant. There is no merit in the Appeal. The Appeal is dismissed. Pending IAs, if any are also disposed of. There shall be no order as to costs.

4. Thus, as far as the issue of decision taken by the CoC regarding inviting the resolution plans only from those who had earlier submitted the submitted the same is concerned it is vindicated and stands resolved in terms of the aforementioned order.
5. It would not be out of context to note that our order dated 05.06.2025 could take note of such position. The order reads thus:

IA-1848/2025: The prayer made in the captioned application reads thus:

- a. Direct the compliance of Order dated 19.12.2024 and Order dated 27.02.2025 passed by this Hon'ble Bench:*
- b. Reject the Resolution Plan Application filed by the RP for being non-est and illegal.*
- c. Pass all consequential orders required to meet the ends of justice"*

2. Salient plea espoused in the application is that without issuing fresh Form-G to enable the interested parties/bidders to express their interest, the RP/COC could consider the Resolution Plan of one of the PRA who could submit the Resolution Plan in the process of inviting the bid set in motion by publication of Form-G on 04.10.2022. The para 6 of the application reads thus:-

“6. That the 'Form -G' was published on 04.10.2022 and the last date for submission of an Expression of Interest was 19.10.2022. It is further added that pursuant to the invitation of EOI, a total of 8 Prospective Resolution Applicants (PRAS) had submitted their EOI out of which only 5 Resolution Plans were received from the following PRAs:

- 1. Action Construction Equipment Limited.*
- 2. JM Hydraulic Solutions Pvt. Ltd.*
- 3. Mr. Hardeep Singh and/JSSI Hydraulics Private Limited*
- 4. Kundan Care Products Limited.*
- 5. Sunrise Industries.”*

3. Ld. Counsel for the Applicant could also place reliance upon the order dated 27.02.2025, passed by this Tribunal. He espoused that while expanding the time limit for completion of the resolution process, this Tribunal had shown due deference to the time required to be consumed in such process. Paras 3 to 9 of the order dated 27.02.2025 reads thus:

“3. Mr. Mrinal, Ld. Counsel for the Applicant submitted that from the date of publication of RFRP, the PRA should have 30 days' time to submit the resolution plan. To buttress the plea, he could draw our attention to Regulation 36B (3) and (5). If we take into account the total period from the date of publication of Form-G, till submission of plan, it comes to 75 days. In the present case, having made the concession, only because the SRA had given forged bank guarantee and the order of approval of resolution plan had to be recalled, we granted further opportunity to complete the process of procuring fresh resolution plan and consideration of the same by CoC. Though

a period of almost 69 days from 19.12.2024 is over by today and the period of 75 days would be over on 05.03.2025, but we had excluded the period of 20 days from the total period of 60 days referred to in order dated 19.12.2024. Adding the period of 20 days which was excluded from 60 days referred to in the aforementioned order, the period of 75 days would be over on 25.03.2025.

- 4. During the course of hearing, the Ld. Counsel for the Applicant could refer to the correspondence (e-mail) between Resolution Professional and the Applicant regarding the expression of interest and RFRP etc. Having made reference to the missive he tried to espouse that the timelines as per regulation is not adhered to by the Resolution Professional. His such argument could hold good only in such situation where it could be a routine and normal process to complete the insolvency resolution process. In the present case, has been mentioned in order dated 19.12.2024 the process was completed till the stage of approval of resolution plan by this Tribunal and it was the fault committed by the SRA which could lead to the situation of passing the order dated 19.12.2024. Ideally the normal timeline specified in the Regulations (ibid) may not be adhered to, when the concession in exercise of discretionary power under Rule 11 of NCLT Rules, 2016 is made by this Tribunal,*

Mr. Sumant Batra Ld. Counsel for the Resolution Professional could submit that the SRA which had furnished the forged bank guarantee i.e. J.M. Hydraulics Solution Pvt. Ltd. was represented by Mr. Jaspreet, who is nephew (sister's son) of Mr. Joginder who is Applicant herein before us. According to him the sole object of filing the present application is just to delay and derail the process. It can be seen from the order dated 19.12.2024 that the JSSI Hydraulics Pvt. Ltd. i.e. SRA which had led to the situation of filing of IA3762/2024 would not be eligible to submit any plan. In any

case, it was not specifically mentioned in the order that whether the party related to SRA will be eligible or not to submit the resolution plan.

- 5. However, it is for the CoC and Resolution Professional to exercise their due diligence and commercial wisdom, while examining the resolution plan submitted by a party whose relative could commit fraud to the extent of furnishing forged bank guarantees. In the present application, the stage has not come up for us to make any comment on eligibility of Applicant to submit resolution plan.*
- 6. The application for extension of period of insolvency resolution process need to be moved by Resolution Professional with the approval of Committee of Creditors and a PRA or SRA has no locus to move any such application. In the wake, the present application filed by a PRA, who is related to Mr. Jaspreet, the SRA who furnished forged bank guarantee is not maintainable and is liable to be rejected.*
- 7. In any case, the prayer made in the application is for extension of period of period for submission of resolution plan. One may say that the prayer is not for extension of period of CIRP but is for extension of time for submission of resolution plan by the Applicant. Ideally, when the statutory period of CIRP has not expired, it may be open to the PRA concerned, to move an application for extension of the period for submission of resolution plan. But in such case where statutory period of CIRP is over and the request made for extension of period for submission of plan, take the period of CIRP beyond the statutory period (including the one not extended by this Tribunal), in such cases the application filed by PRA, would not be maintainable and is liable to be dismissed. Ordered accordingly.*
- 8. In any case, once we grant opportunity to Resolution Professional,*

to complete the process afresh, in such situation, the period available should be in accordance with the provisions of the Regulations and the Resolution Professional should ensure that all interested parties are in a position to express their interest and to submit the plan. We have a semblance that since the period prescribed by us was short by 15 days in comparison to the period prescribed in the regulation, many those who may be interested to submit their resolution plan are deprived to do so. Thus, in exercise of discretion, in terms of which we granted further 60 days time to complete the process afresh, we provide that the period for consideration of plan by CoC as granted in terms of the order dated 19.12.2024 would be over on 25.03.2025 (in consonance with CIRP Regulations).

9. **The application stands disposed of.** *However, the matter is directed to be listed on 26.03.2025 for liquidation order if process by CoC regarding consideration and approval of resolution plan is not completed by 25.03.2025.”*

4. However, Mr. Sumant Batra Ld. Counsel for the RP submitted that in terms of the order dated 19.12.2024, this Tribunal had left it to CoC to take fresh steps in the direction of resolution of insolvency of Corporate Debtor and in exercise of its commercial wisdom, the CoC could approve one of the Resolution Plans available to it pursuant to the original process (supra). The relevant excerpt of the order dated 19.12.2024 passed by this Tribunal, relied upon by Mr. Sumant Batra, Adv. reads thus:-

“Taking the holistic view and to substance the object of IBC, 2016, we remit the matter back to CoC to take fresh steps, in the direction of

resolution at Insolvency of the corporate debtor. It is left to the commercial wisdom of CoC that what steps it would be taking in the direction. It is made clear that a fresh process is not completed within 60 days from today the corporate debtor would be deemed as dissolved. IA-3762/2024 & IA-5751/2024 stands disposed of. It is made clear that it would be for CoC to evolve the way forward in the matter to in exercise its commercial wisdom. However, JSSI Hydraulics Pvt. Ltd. which led to present situation would not be eligible to submit any plan.”

5. Having made reference to the order dated 02.05.2025 passed by Hon'ble NCLAT in Company Appeal (AT) (Ins) No. 619 of 2025, Mr. Sumant Batra submitted that Hon'ble NCLAT amplified the order dated 27.02.2025 passed by this Tribunal and made it clear that it was within the domain of Commercial Wisdom of the CoC to consider the Resolution Plan in the previous round and since the period of 60 days allowed by this Tribunal was over, the Appellant in the appeal was not entitled to submit the Resolution Plan after the period provided in terms of the order dated 17.02.2025 was over. According to Mr. Sumant Batra, Hon'ble NCLAT could also make clear that in terms of the minutes of CoC dated 31.01.2025, there was no question of following the Regulation 36(B) of IBBI (CIRP Regulations, 2016). The relevant excerpt of the order passed by Hon'ble NCLAT reads thus:-

“12. The present is a case where process of issuance of Form-G had commenced on 04.10.2022, under which all Prospective Resolution Applicants were allowed time as per Regulation 36B. The process, which commenced after the order dated 19.12.2024 was not direction for start of a fresh process by issuance of fresh Form-G, rather Adjudicating Authority has remitted the matter to CoC and it was left to the commercial wisdom of the CoC to take steps. The Adjudicating Authority further held that if steps are not completed

within 60 days, the CD would be deemed to be liquidated. The CoC in its 7th Meeting held on 13.01.2025, resolved to invite PRAs, who had submitted the Resolution Plans in the previous round. The CD was also not eligible to submit the Resolution Plan, in view of the order dated 19.12.2024 and CoC decided to seek Resolution Plan from three Resolution Applicants, who had submitted the Resolution Plans in the previous round. In Agenda Item No.5, following was observed:

“In view of the aforesaid discussion, 100% CoC member represented by SBI and Canara Bank were of unanimous view that JM Hydraulics Private Limited and JSSI Hydraulics Private Limited both should not be allowed to submit the resolution plan and RP should seek the resolution plan from 3 Resolution Applicants who had submitted the resolution plan in the previous round.”

13. As noted above after order dated 19.12.2024 was corrected on 27.01.2025, the Appellant was also invited to submit the Resolution Plan. In pursuance of the decision of the CoC taken on 28.01.2025 to extend the date for submission of the Plan as 03.02.2025, the Appellant was asked to submit the Resolution Plan by 03.02.2025 along with EMD. The present is a case where the Appellant has not submitted the Resolution Plan within the time allowed by the CoC. In view of the order dated 19.12.2024, as noted above, the process, which was carried on by the CoC, was not the process for issuance of fresh Form-G and inviting Expression of Interest and Resolution Plans, and the decision was taken to invite Resolution Plans from existing PRAs only. We, thus, are of the view that provisions of Regulation 36B, sub-regulation (3) are not attracted, nor the CoC was obliged to grant 30 days time to Resolution Applicants to submit the Resolution Plan. In the Minutes dated 13.01.2025, timelines were fixed for Resolution Plan to be submitted by 20.01.2025, which timeline was fixed in view of only 60 days' time allowed by the Adjudicating Authority, i.e. upto 17.02.2025. The timelines, which was provided by the CoC in its Minutes dated 13.01.2025, clearly indicate that there was no question of following Regulation 36B, sub-regulation (3) by allowing

one month's time for submission of Resolution Plan. We, thus are of the view that submission of the Appellant that Appellant was entitled for 30 days' time for submission of the Resolution Plan from 29.01.2025, when it received the email for submission of the Resolution Plan, cannot be accepted. Had the Appellant desirous of submitting the Plan by submitting the requisite EMD of Rs.2 crores it could have been done by the Appellant within the time allowed, when the Adjudicating Authority on 19.12.2024 has left the matter to the commercial wisdom of the CoC to take steps in the process. The timeline was to be fixed by the CoC and the CoC having extended the time for submitting the Plan to 03.02.2025, which was extended both for Appellant as well as other PRAs, we do not find any error in the order of Adjudicating Authority rejecting the Application filed by the Appellant, praying for extension of timeline for submission of the Plan by the Appellant. In IA 856 of 2025, the Appellant has prayed for following reliefs:

- "a. Allow the present Application and direct the Respondents to extend the timeline for submission of the Resolution Plan, and/or;*
- b. Permit the Applicant to submit a Resolution Plan for resolution of the Corporate Debtor;*
- c. Direct the Respondent No. 1/ RP to place the Resolution Plan proposed to be submitted by the Applicant before the CoC of the Corporate Debtor;*
- d. Pass an ex parte ad-interim order directing the Respondents not to consider and approve any resolution plans submitted by other PRAs till the adjudication of the present Application; and*
- e. Pass any other orders in favour of the applicant to secure the ends of justice."*

14. The CoC having already extended the time till 03.02.2025 for the Appellant to submit the Resolution Plan, the prayer of the Appellant to extend further time for submission of the Plan, could not have been accepted. It was the decision of the CoC for grant of timeline and for completion of process by 17.02.2025 as per the direction of the

Adjudicating Authority. The CoC did not commit any error in extending the time to the Appellant till 03.02.2025 for submission of the Resolution Plan. The Appellant having not submitted the Resolution Plan within the time allowed by the CoC, the Application filed by the Appellant for further extension of time was rightly rejected by the Adjudicating Authority. 15. We do not find any error in the order of the Adjudicating Authority rejecting the Application filed by the Appellant. There is no merit in the Appeal. The Appeal is dismissed. Pending IAs, if any are also disposed of. There shall be no order as to costs.”

6. In the wake of the aforementioned order passed by Hon’ble NCLAT, we are left with no option but to reject the captioned application. Ordered Accordingly.

6. It would not be out of context to note that appeal before Hon’ble Supreme Court preferred against the aforementioned order viz. Civil Appeal No. 10253 of 2025 and Civil Appeal No. 9939 of 2025 also came to be dismissed. The order passed by Hon’ble Supreme Court reads thus:

- 1. Heard the learned counsel appearing for the appellants.**
- 2. We find no good reason to interfere with the impugned order dated 02.05.2025 passed by the National Company Law Appellate Tribunal, New Delhi.**
- 3. The appeals are, accordingly, dismissed.**
- 4. Pending application(s), if any, stands disposed of.**

7. Coming to the captioned IA preferred for approval of resolution plan, the Resolution Professional has enumerated the factual details in the application and has also given certificate in prescribed form, certifying that the resolution plan meets the requirement of the provisions of Section 30(2) of IBC, 2016 as

also that of Regulations 37, 38 and 39 of IBBI (CIRP Regulation) 2016. The relevant excerpt of the certificate given by the Resolution Professional has been reproduced in para-37 of the application which reads thus:

37. It is submitted that the Applicant has verified the contents of the Resolution Plan and the Addendum and the same complies with the requirements envisaged under Regulation 38 of the CIRP Regulations as well as Section 30 of the Code. A brief overview of the compliances under the Code and CIRP Regulations is set out in the table below:

SECTION/ REGULATION	REQUIREMENT	CLAUSES OF THE RESOLUTION PLAN
Section 30(2)(a) of the Code	The Resolution Plan provides for the payment of insolvency resolution process costs in a manner specified by the Board in priority to the repayment of other	The RA has made provision of Rs 200.00 lacs towards settlement of CIRP cost including GST till effective date as defined in Resolution Plan.
	debts of the corporate debtor;	CIRP cost up to Rs. 200.00 lacs will be met from the proposed amount. In case the outstanding CIRP is more than Rs. 200.00 lacs, the same will be paid by the RA. In case the outstanding CIRP cost is less than Rs. 200.00 lacs, the balance amount will be used as working capital and capital expenditure. The CIRP cost shall be met out of funds infused by the RA. The detail of source of funds is given separately. The CIRP cost shall be fully paid and discharged before payment is made to any of the Creditors as per the Resolution Plan after approval of the Resolution Plan by the Hon'ble Adjudicating Authority.

		The Resolution Plan makes provision for payment of total outstanding CIRP cost within a period of 120 days from the approval of the Resolution Plan by the NCLT. <i>(Refer Clause 6.6, Pg 25 of the Resolution Plan)</i>
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Section 30(2)(b) (i) of the Code	The Resolution Plan provides for the repayment of the debts of operational creditors in such manner as may be specified by the Board which shall not be less than the amount to be paid to the operational creditors in the event of a liquidation of the Corporate Debtor under section 53	The RA undertake to provide for the payment of debts of Operational Creditors which shall not be less than the amount that is to be paid to such creditors in the event of liquidation of the Corporate Debtor or the amount that would have been paid to such creditors, if the amount to be distributed under the Resolution Plan had been distributed in accordance with Section 53(1) of the Code, whichever is higher. Such amount is to be paid in priority over the Financial Creditors. <i>(Refer Pg 31 of the Resolution Plan)</i> Payment to OCs (excluding statutory dues, workmen and employees)
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		The RA proposes a payment of Rs. 5.00 lacs payment to all the Operational Creditors under this category on pro rata basis towards the full and final settlement of all claims of Operational Creditors including the claims under review
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		(subject to their admission by RP/ Adjudicating Authority up to Effective Date) and any further claims that may be admitted till the Effective Date. <i>(Refer clause 6.7.4 (a), Pg 28 of the Resolution Plan and addendum dated 25.2.2025)</i> Payment to statutory authorities/ government dues (excluding EPFO) The RA proposes a payment of Rs. 1.00 lac to all other remaining operational creditors under this category on pro rata basis towards the full and final settlement of all claims of Operational Creditors (Statutory Government Dues) including the claims under review (subject to their admission by RP/ Adjudicating Authority up to Effective Date) and any further claims that may be admitted till the Effective Date <i>(Refer clause 6.7.4 (b), Pg 28 of the Resolution Plan and addendum dated 25.2.2025)</i>
		Payment to EPFO department The RA provides for the satisfaction of the claim/dues of ESIC & EPF by themselves as per the settlement amount agreed by the said departments and such agreed amount shall be paid over and above the amount proposed in this plan for the satisfaction of the other creditors. <i>(Refer to the addendum dated 25.2.2025)</i>

		Payment to employees and workmen The Resolution Plan proposes Rs. 1.00 lac payment to all the employees on pro rata basis towards the full and final settlement of their claims including the claims under review (subject to their admission by RP/ Adjudicating Authority up to Effective Date) and any further claims that may be admitted till the Effective Date. <i>(Refer clause 6.7.4 (d), pg 29 of the Resolution Plan and addendum dated 25.2.2025)</i> Payment to HSIIDC The Resolution plan treats HSIIDC as Secured Operational Creditor in view of the terms of Conveyance Deed 5.3.2012 and proposes payment of Rs. 602.28 lacs, which, in terms of percentage of admitted claim of HSIIDC is same as proposed to be paid to the Secured Financial Creditors) towards the full and final settlement of all admitted & contingent claims of HSIIDC. <i>(Refer clause 6.7.4 (b), pg 28-29 of the Resolution Plan and addendum dated 25.2.2025)</i>
		The RA also proposes that in case by virtue of any decision or order of any court of Law/NCLT/NCLAT/ Supreme Court/or any other court, Tribunal Form, the dues of Secured Operational Creditor(HSIIDC) needs to be settled at any higher amount than Rs 6.02 Crore as provided for settlement amount of claim of Secured Operational Creditor (HSIIDC), in such situation the RA proposes to pay 50% of that total claim amount of the HSIIDC inclusive of the amount of Rs. 6.02 Cr. as specified

		in this plan and the remaining portion of the total claim amount of the HSIIDC shall be borne by the Secured FC and the amount proposed to secured financial creditors will be reduced accordingly. It is further clarify that RA will pay 50% of the claim amount or Rs. 6.02 Cr. whichever is higher. The above mentioned point relating to the payment of the Secured Operational Creditor (HSIIDC) shall be in place of bullet point 2 provided below the Financial Summary at clause 6.7.6. <i>(Refer addendum dated 25.2.2025)</i> The HSIIDC will bound to issue No Dues Certificate within 10 days after receiving of the payment as proposed in the plan and the account of HSIIDC against Plot No. 39, Sector-4B, Industrial Estate Bahadurgarh become normal and granted all permissions, subdivision permissions, etc. as required shall be granted without any hindrance. <i>(Refer addendum dated 25.2.2025)</i>
		All Legal Expenses towards the litigations related to HSIIDC will be borne by the SRA Exclusively and the Secured Financial Creditors will not bear any cost of such legal Expenses. <i>(Refer addendum dated 25.2.2025)</i>
Section 30(2)(b) (ii) of the Code	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 he amount that would have been paid to such creditors, if the amount to be distributed under the resolution plan had been distributed in accordance with the	The RA undertakes to provide for the payments of liquidation value payable to the Financial Creditors not voted in favour of the Resolution Plan in accordance with section 53(1) of the Code in the event of liquidation of Corporate Debtor. Such amount will be paid in priority over Financial Creditors who voted in favour of the Resolution Plan.

	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 a liquidation of the corporate debtor.	<i>(Refer Pg 31 of the Resolution Plan)</i>
Section 30(2)(c) of the Code	The Resolution Plan provides for the management of the affairs of the Corporate debtor after approval of the resolution plan;	The Resolution Plan provides that on its approval by NCLT under Section 31(3) of Code, the existing board of directors shall cease to be the directors of the company. and the right vested with the managing committee, who shall immediately appoint new board of directors as recommended by the RA, to manage the affairs of the company. The RA proposed following nominees as its representatives on the Board of Directors of the JSSIHPL:
		1. Mr. Pawan Kumar Gupta 2. Mr. Parveen Kumar Gupta 3. Mr. Surya Prakash Aggarwal The RA may appoint/nominate their persons/nominees on Board of Directors (subject to being

		eligible under Section 29A). (Refer clause 9, Pg 36 of the Resolution Plan)
Section 30(2)(d) of the Code	The Resolution Plan provides for the implementation and supervision of the resolution plan;	The Resolution Applicant shall form the Monitoring Committee comprising Resolution Professional namely Mr. Debashis Nanda as Chairman of Monitoring Committee, one member to be nominated by RA and one member to be nominated by the COC. The committee shall monitor and supervise the implementation of the resolution plan. The fees of resolution professional as a member of the monitoring committee, will be same as payable to him during the corporate insolvency resolution process. The monitoring committee shall submit quarterly reports to the Adjudicating Authority regarding the status of implementation of resolution plan. The Monitoring, Supervision and Implementation Committee shall discharge the following: a. Monitor the payments of settlement amount payable to creditors in terms of the Resolution Plan; b. Ensure assignment of debt along with securities and rights by the Financial Creditors subject to receipt of consideration envisaged under the Resolution Plan; c. Review operational performance of the Corporate Debtor, d. File applications before NCLT for seeking directions in case of non-adherence of the Resolution Plan by any of the stakeholders under the Resolution Plan;

		e. The Monitoring, Implementation and Supervision Committee shall stand automatically dissolved on completion of Term of Resolution Plan. <i>(Refer clause 10, Pg 37-38 of the Resolution Plan)</i>
Section 30(2)(e) of the Code	The Resolution Plan does not contravene any of the provisions of the law for the time being in force;	The Resolution Plan provides the statement that it does not contravene any of the provisions of the law for time being in force. <i>(Refer clause 17.1, Pg 66-67 of the Resolution Plan)</i>
Section 30(2)(f) of the Code	The Resolution Plan conforms to such other requirements as may be specified by the Board.	<i>(Refer clause 17.2, Pg 67 of the Resolution Plan)</i>
Regulation 38(1) (a) of the CIRP Regulations	The amount due to the operational creditors under a resolution plan shall be given priority in payment over financial creditors	The RA undertake to provide for the payment of debts of OCs which shall not be less than the amount that is to be paid to such creditors in the event of liquidation of the corporate debtor or the amount that would have been paid to such creditors, if the amount to be distributed under the Resolution Plan had been distributed in accordance with section 53(1) of the Code, whichever is higher. Such amount is to be paid in priority over the FCs.
		<i>(Pg 31 of the Resolution Plan)</i>
Regulation 38(1) (b) of the CIRP Regulations	The amount payable under a resolution plan to the financial creditors, who have a right to vote under sub-section (2) of <u>section 21</u> and did not vote in favour of the resolution plan, shall be paid 	The RA undertakes to provide for the payments of liquidation value payable to the Financial Creditors not voted in favour of the Resolution Plan in accordance with section 53(1) of the Code in the event of liquidation of Corporate Debtor. Such amount will be paid in priority over

	in priority over financial creditors who voted in favour of the plan.]]	Financial Creditors who voted in favour of the Resolution Plan. <i>(Refer Pg 31 of the Resolution Plan)</i>
Regulation 38(1A) of the CIRP Regulations	The Resolution Plan shall include a statement as to how it has dealt with the interests of all stakeholders, including financial creditors and operational creditors, of the corporate debtor.	The Resolution Plan provides the statement that it has dealt with interest of all stakeholders in the Resolution Plan including FCs, OCs including employees, workmen, statutory dues, other creditor's liabilities and provided for repayment of dues of JSSIHL. All the stakeholders will be better off on approval of Resolution Plan than in the event of Liquidation. <i>(Refer clause 17.4, Pg 68 of the Resolution Plan)</i>
Regulation 38(1B) of the CIRP Regulations	The Resolution Plan shall include a statement giving details if the resolution applicant or any of its related parties has failed to implement or contributed to the failure of implementation of any other resolution plan approved by the Adjudicating Authority at any time in the past	The Resolution Plan provides the statement that the RA or any of its related Parties has not failed to implement or contributed to the failure of implementation of any other resolution plan approved by the Adjudicating Authority at any time in the past. <i>(Refer clause 17.5, Pg 68 of the Resolution Plan).</i>
Regulation 38(2)(a) of the CIRP Regulations	The Resolution Plan shall provide the term of the plan and its implementation schedule	<i>Refer clause 10, page 39-40 of the Resolution Plan.</i>
Regulation 38(2)(b) of the CIRP Regulations	The Resolution Plan shall provide the management and control of the business of the corporate debtor during its term	<i>Refer clause 9, page no. 37-38 of the Resolution Plan.</i>
Regulation 38(2)(c) of the CIRP	The Resolution Plan shall provide adequate means for supervising	<i>Refer clause 10, page no. 38-39 of</i>

Regulations	its implementation	<i>the Resolution Plan.</i>
Regulation 38(2)(d) of the CIRP Regulations	Provides for the manner in which proceedings in respect of Avoidance Transactions, if any, under Chapter III or fraudulent or wrongful trading under Chapter VI of Part II of the Code, will be pursued after the approval of the Resolution Plan and the manner in which the proceeds, if any, from such proceedings shall be distributed:	<i>There are no avoidance applications filed.</i>
Regulation 38(3)(a)	The Resolution Plan shall demonstrate that it addresses the cause of default	<i>Refer clause 17.6.1, page no. 69 of the Resolution Plan</i>
Regulation 38(3)(b)	The Resolution Plan is feasible and viable	<i>Refer clause 17.6.2, page no. 69 of the Resolution Plan</i>
Regulation 38(3)(c)	The Resolution Plan shall have provisions for its effective implementation	<i>Refer clause 10, page 38-39 of the Resolution Plan and refer clause 17.6.3. page 70 of the Resolution Plan.</i>
Regulation 38(3)(d)	The Resolution Plan shall have provisions for approvals required and the timeline for the same	<i>Refer Clause 17.6.4, page no. 70 of the Resolution Plan.</i>
Regulation 38(3)(e)	The Resolution Plan shall provide that the resolution applicant has the capability to implement the resolution plan	<i>Refer clause 17.6.5, page no 70 of the Resolution Plan.</i>
Regulation 38(4)(a)	The committee shall consider setting up a monitoring	<i>Refer clause 10, page no 37-38 of the Resolution Plan</i>

	committee for monitoring and supervising the implementation of the Resolution Plan.	
Regulation 38(4)(b)	The monitoring committee may consist of the resolution professional or any other insolvency professional, or any other person, including representatives of the committee and representatives of resolution applicant(s), as its members: Provided that where the resolution professional is proposed to be part of the monitoring committee, the monthly fee payable to him shall not exceed the monthly fee received by him during the corporate insolvency resolution process.	<i>Refer clause 10, page no 37-38 of the Resolution Plan</i>
Regulation 38(4)(c)	The monitoring committee shall submit quarterly reports to the Adjudicating Authority regarding the status of implementation of Resolution Plan.	<i>Refer clause 10, page no 37-38 of the Resolution Plan</i>

8. Para-38 of the application indicate the statement regarding distribution made in favor of the various Stakeholders as also CIRP cost. The para reads thus:

Sl. No.	PARTICULARS	AMOUNT OF CLAIM ADMITTED (IN Rs.)	AMOUNT PROPOSED IN THE
			

			RESOLUTION PLAN (In Rs.)
1	CIRP Cost	0.00	2,00,00,000
2	Settlement of Debt of Secured Financial Creditors (secured/ non-related)	1,61,21,90,424/-	40,50,00,000
3	Settlement of Debt of unsecured Financial Creditors other than related parties	0.00	0.00
4	Settlement of dues of Financial Creditors being Related parties	0.00	0.00
5	Settlement of dues of Operational creditors other than claims for workmen and employees and statutory Authorities Dues	24,59,70,924.27/-	5,00,000
6	Settlement of dues of Operational creditors being Statutory Authorities Dues including ESIC & EPF claims	9,59,69,684/-	1,43,27,000
7	Settlement of dues of Secured Operational Creditors being HSIIDC	23,98,03,865/-	6,02,28,168

8	Settlement of dues of Operational Creditor being claim for workmen & employees dues.	10,92,009/-	1,00,000
9	Contingencies Liabilities for any Electricity Dues	0.00	1,00,000
10	Contingencies Liabilities for any water bill dues	0.00	50,000

11	Contingencies Liabilities for maintenance charges HSIIDC	0.00	50,000
12	Prevision towards contingencies liability for settlement of nay claim admitted in future other than above	0.00	40,00,000
13	Funds proposed towards working capital and capex	0.00	2,86,27,832
Total Proposed Amount		2,19,50,26,906.27	53,29,83,000

9. The implementation schedule has also been given in the same para. The schedule reads thus:

THE IMPLEMENTATION SCHEDULE SHALL BE AS UNDER:

ACTIVITY	TIMELINE
Approval of Resolution Plan by HON'BLE NCLT	T
Intimation to all creditors, existing shareholders and other stakeholders of the corporate debtor	Within T+15 days
Intimation to SEBI, Competition Commission of India, RBI, Tax authorities and various other statutory authorities (as applicable)	Within T+15 days
Cancellation of existing equity of the company.	Within T+30 days
Management of Corporate Debtor:	
i. Formation of Board of Directors by appointment of persons nominated by Resolution Applicant;	Within T+30 days
ii. Appointment of professionally qualified, key managerial employees of the corporate Debtor:	Within T+30 days

Issue of Fresh Share Capital to the Resolution Applicant	Within T+30 days
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Infusion of funds by way of equity and debt for making the payment as proposed in this Resolution Plan in compliance to sec 30(2) for payment of the Unpaid CIRP Cost.	Within T+120 days
Infusion of funds by way of debt for making the payment as proposed in this Resolution Plan in for payment of the Operational Creditors.	Within T+170 days
Infusion of funds by way of debt for making the payment as proposed in this Resolution Plan for payment of the Financial Creditors & HSIIDC.	Within T+180 days
Seeking Requisite Approvals	No approvals are required and if applicable, within prescribed time

10. Our attention could be drawn to the payment of the security amount for performance of obligation by SRA to implement the plan. The proof of RTGS has been placed on record as Annexure- A23 of the paper book which reads thus:



STATEMENT OF ACCOUNT

CIRP JSSI HYDRAULICS PVT LTD

C-1/B,

MANSAROVER GARDEN

NEW DELHI

West

Pin Code : 110015

Date of Statement : 17-03-2025
Time of Statement : 13:25:49
Cleared Balance : 17,83,27,226.30CR
Uncleared Amount : 0.00
+MOD Bal : 0.00
Limit : 0.00
Monthly Avg Balance : 0.00
Interest Rate : 0.00 % p.a.
Drawing Power : 0.00
Account Open Date : 13-07-2015

STATE BANK OF INDIA

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MANSAROVER GARDEN NEW DELHI
SEC/32-33 BLOCK-F MANSAROVER GARDEN
NEW DELHI DELHI
Pin Code : 110015

Branch Code : 3429
Branch Email : sbi.03429@sbi.co.in
Branch Phone : 25458017

CIF No : 86177163248
Account No : 35068145790
Product : CA-REGULAR-PUB-OTH-ALL-INR
IFSC Code : SBIN0003429
MICR Code : 110002072
Currency : INR
Account Status : OPEN
Nominee Name :
CKYC No : Not Available
Email : Not Available

Statement From : 01-03-2025 To 17-03-2025

Post Date	Value Date	Description	Cheque No/Reference	Debit	Credit	Balance
		BROUGHT FORWARD				3,33,69,267.30 CR
12-03-2025	12-03-2025	REMT THRU CHQ NEFT UTR NO: SBIN125071287105	821682	25,00,023.60		3,08,69,243.70 CR
12-03-2025	12-03-2025	REMT THRU CHQ NEFT UTR NO: SBIN125071417162	821684	14,33,124.20		2,94,36,119.50 CR
12-03-2025	12-03-2025	REMT THRU CHQ NEFT UTR NO: SBIN125071419672	821685	11,08,244.20		2,83,27,875.30 CR
12-03-2025	12-03-2025	AC KEEPING FEES		649.00		2,83,27,226.30 CR
15-03-2025	15-03-2025	DEP TFR RTGS UTR NO: YESBR52025031554895519 0098336044307 AT 03429 MANSAROVER GARDEN NEW DELHI			13,00,00,000.00	15,83,27,226.30 OCR
15-03-2025	15-03-2025	DEP TFR RTGS UTR NO: HDFCR52025031550075712 0098855044301 AT 03429 MANSAROVER GARDEN NEW DELHI			2,00,00,000.00	17,83,27,226.30 OCR
		CLOSING BALANCE				17,83,27,226.30 OCR

Brought Forward	Dr Count	Cr Count	Total Debits	Total Credits	Closing Balance
3,33,69,267.30CR	4	2	50,42,041.00	15,00,00,000.00	17,83,27,226.30CR

11. In compliance of our order dated 22.04.2025, the SBI furnished an affidavit dated 07.05.2025, authenticating the deposition of amount of performance security. Para- 2, 3 and 4 of the affidavit reads thus:

“2. THAT, during the hearing on 22.04.2025, the Ld. Counsel for the SRA submitted that the SRA has deposited Rs. 15 Crores through RTGS in the CIRP Account of the Corporate Debtor maintained in the SBI branch at Mansarovar Garden, New Delhi and the SBI was directed to file a Report regarding the said remission of the amount by the SRA. Hence, the present affidavit is being filed on behalf of the SBI informing this Ld. NCLT about the said remission along with the relevant documents.

3. THAT, the CIRP Current A/c No. 35068145790 of the JSSI Hydraulics Pvt. Ltd. was maintained at the SBI Branch, Mansarovar Garden, New Delhi, wherein two deposits i.e. Rs. 13 Crores and Rs. 2 Crores (total Rs. 15 Crores) were made through RTGS UTR Nos. YESBR52025031554895519-0098336044307 & HDFCR52025031550075712-0099855044301, respectively, on behalf of the SRA on 15.03.2025. True copy of the A/c Statement of the Current A/c No. 35068145790 of the JSSI Hydraulics Pvt. Ltd. is enclosed herewith as ANNEXURE: A.

4. THAT, the said amount of Rs. 15 Crores, as deposited by the SRA in the CIRP A/c of JSSI Hydraulics Pvt. Ltd., was, thereafter, kept in an interest-bearing Term Deposit (TDR) A/c No. 43922149944 on 18.03.2025 maintained with the SBI Branch at Vaishali, Ghaziabad. True copy of the Term Deposit Receipt of (TDR) A/c No. 43922149944 is enclosed herewith as ANNEXURE: B.”

- 12.** There is a declaration made in the resolution plan that neither the Applicant nor any of the connected person is suffering from any disqualification under Section 29A of the Code. Clause 17.7.1 and 17.7.2 of the plan reads thus:

“17.7 DECLARATION UNDER SECTION 29A OF THE CODE

17.7.1 We confirm that the Resolution Applicant or any of its connected persons are not disqualified under Section 29A of the Code and is eligible to submit the Resolution Plan.

17.7.2 A separate declaration under Section 29A of the code has already been submitted to the Resolution Professional and is also enclosed with the resolution plan.”

- 13.** Our attention is also drawn to Clause 16(5) of the plan to indicate that irrespective of granting any relief or concession by this Tribunal to SRA, the SRA would not withdraw the Resolution Plan. The relevant excerpt of the plan reads thus:

“v. Other terms acceptable to the Resolution Applicant

1. That in case the resolution plan is approved by the COC members the same is filed with the Hon'ble NCLT for its approval and there is delay on the part of Hon'ble NCLT or any other judicial authority in approving the plan, the resolution applicant would not withdraw the plan on the ground of delay of the approval.

2. All the waiver that has been mentioned in the resolution plan, the same would be subject to the approval of the Hon'ble NCLT. In case the Adjudicating Authority does not approve any waivers sought by the Resolution Applicant, this event would not be used as reason to withdraw the Resolution Plan.”

- 14.** In the resolution plan, the SRA has also disclosed the reason of insolvency. Clause 5.1 of the plan reads thus:

“5.1 REASON OF INSOLVENCY

The actual reason for insolvency of the JSSIHPL is not known but review of IM, financial position, statement of affairs and other available documents of JSSIHPL by the Resolution Applicant point to following key reasons for the present situation of the JSSIHPL:

- a. Financial issues.*
- b. Management issues*
- c. Un-favorable Economic Scenario*
- d. Increase in Operational and financial cost without corresponding increase in revenue.*
- e. Mounting of financial and operational debt due to continued losses”*

- 15.** The SRA has also stated that how the plan given by it would be feasible. Relevant excerpt of the plan reads thus:-

“7. BUSINESS PLAN/FINANCIAL PROJECTION

7.1 BUSINESS PLAN

The Resolution Applicant and its partners are already into multi businesses including construction, Fabrication/ welding, real estate, renting and leasing etc. for more than 25 years mainly in the Delhi/NCR area which is also the area wherein the Unit of the CD situated. The land & building owned by the Corporate Debtor is situated in Bahadurgarh, Haryana.

Keeping above options, Resolution applicant will have the option of giving 70% land & building on rent and remaining will be used for job work and manufacturing.

The business plans includes:

Additional capital and working capital investment in the existing infrastructure of the CD to ensure smooth running and management of the CD on day to day basis. It will include improvement in the quality of goods/ services.

Effective use of immovable assets to make business more viable and feasible.

*The detailed business projections are enclosed with plan as **Annexure.***

7.2 PROPOSED TURNAROUND PLAN & FINANCIAL PROJECTIONS

Resolution Applicant propose to invest substantial interest free or nominal interest fund in the CD and has planned other measures to optimize the cost. With its expertise, RA will commence the business operations and will develop opportunity for other services in the premises to generate additional revenue.

With Additional capital investment and improved quality of goods and services, more effective use of assets, RA shall be able to further maximize its operational profit. However financial projections are taken on conservative basis. The planned strategy will help in achieving turnaround of the CD.”

- 16.** Just to espouse its capability to implement the plan, the SRA has indicated the source of fund in Clause-11 (a) & (b) of the plan which reads thus:

a. The total financial outlay as proposed in the resolution plan is as under:-

Sr. No.	Towards	Amount (IN Rupees)
1	CIRP Cost	2,00,00,000
2	Settlement of Debt of secured Financial Creditors (Secured / non-related)	40,50,00,000
3	Settlement of Debt of unsecured Financial Creditors other than related parties	0.00
4	Settlement of dues of Financial Creditors being Related parties	0.00
5	Settlement of dues of Operational Creditors other than claims for workmen and employees and Statutory Authorities Dues.	5,00,000
6	Settlement of dues of Operational Creditors being Statutory Authorities Dues including ESIC & EPF Claims	1,43,27,000
7	Settlement of dues of Secured Operational Creditors being HSIIDC.	6,02,28,168
8	Settlement of dues of Operational Creditors being claims for workmen & employees dues.	1,00,000
9	Contingencies Liabilities for any Electricity Dues.	1,00,000
10	Contingencies Liabilities for any Water bill Dues.	50,000
11	Contingencies Liabilities for Maintenance Charges HSIIDC	50,000

12	Provision towards contingencies liability for settlement of any claim admitted in future other than the above	40,00,000
13	Funds proposed towards Working Capital and Capex	2,86,27,832
Total Proposed Amount		53,29,83,000

For the sake of clarity the settlement of dues of Secured Creditors is reproduced below in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016

Particulars	Amount Claimed (In Lacs)	Amount Settled (In Lacs)
Settlement of dues of Secured Creditors including Financial and operational creditors (State Bank of India, Canara Bank and HSIIDC)	18519.90	4652.28

*Note: The Resolution Applicant undertake to provide for the payment of debts of operational creditors which shall be the amount proposed in the resolution plan or the amount that would have been paid to such creditors, if the amount to be distributed under the resolution plan had been distributed in accordance with section 53(1) of the IBC, 2016, whichever is higher. Such amount is to be paid in priority over financial creditors. Also, the resolution applicant undertakes to provide for the payments of liquidation value payable to the financial creditors not voted in favour of the resolution plan in accordance with section 53(1) of the IBC, 2016 in the event of liquidation of corporate debtor. Such amount will be paid in priority over financial creditors who voted in favour of the resolution plan.

The resolution applicant has proposed the distribution as per its own assessment and changes will be made in the distribution as per discussions and suggestion of the COC. However the total amount proposed by the RA will remain same even after such changes.

b. SOURCE OF FUNDS

S.NO.	Source of Funds	Amount (Rs. In Lacs)
1	The RA will use its internal sources of fund or fund arranged from its promoters or its group companies or investors or from its nominees or friends & families, etc. in the form of unsecured loans & similar other instruments.	5329.83
	TOTAL	5329.83

The Resolution Application will infuse additional funds as may be required to bridge any cash flow mis-match. The resolution applicant will induce funds from its own sources and through investors or its director. The Resolution Application will

provide net-worth statements of the firms& its partner and other supporting documents related to source of funds to demonstrate its resources. In addition to that the RA will also provide a Fund statement of one of its proposed shareholders in the CD. Details and sources of fund are enclosed as **Annexure-A**.

- 17.** Mr. Abhishek Anand, Ld. Counsel for SRA sought to make reference to page-126 of the paper book/application to buttress that SRA has sufficient funds for the implementation of the plan, which establish that the SRA would have no difficulty in implementing the resolution plan. The relevant excerpt of the letter reads thus:-

Subject:- Providing of source of fund for the implementation of the plan in the matter of JSSI Hydraulics Private Limited.

Respected Sir,

I, hereby give our final approval for investing of Rs. 53.00 Crore as one of proposed directors as per resolution plan and of the CD. The FDR Copy is enclosed for your reference in support of availability of fund towards implementation of Resolution Plan. FDR number is 50301004724862, of HDFC Bank Ltd, Branch Pusphanjali Enclave, New Delhi -110034.

This letter is integral part of the resolution plan submitted by the sunrise industries and binding to us till the implementation of the resolution plan.

- 18.** As can be seen from the certificate given by the Resolution Professional in prescribed form viz. Form-H, the fair value of the assets of the Corporate Debtor is Rs. 67,77,21,565.50/- and liquidation value thereof is Rs.52,53,53,549.63/-, while the value of the plan is Rs. 53, 29, 83,000/- plus the entire provident fund dues plus regulatory fee at the rate of 0.25%. The relevant excerpt of the resolution plan indicating the fair value and liquidation value of the assets of the Corporate Debtor reads thus:

Sl. No.	Particulars	Description
1	Name of the CD	JSSI Hydraulics Private Limited
2	Date of Initiation of CIRP	12-07-2022
3	Date of Appointment of IRP	12-07-2022
4	Date of Publication of Public Announcement	15-07-2022

5	Date of Constitution of CoC	04-08-2022
6	Date of First Meeting of CoC	12-08-2022
7	Date of Appointment of RP	12-08-2022
8	Date of Appointment of Registered Valuers	27-08-2022
9	Date of Issue of Invitation for EoI (In case of multiple issuance of EoI, please specify all such dates)	04-10-2022
10	Date of Final List of Eligible Prospective Resolution Applicants	13-01-2025
11	Date of Invitation of Resolution Plan	13-01-2025
12	Last Date of Submission of Resolution Plan	03-02-2025
13	Date of submission of Resolution Plan to the RP	03-02-2025
14	Date of placing the Resolution Plan before the CoC	04-02-2025
15	Date of Approval of Resolution Plan by CoC	09-03-2025
16	Date of Filing of Resolution Plan with Adjudicating Authority	19-03-2025
17	Date of Expiry of 180 days of CIRP	18.01.2023
18	Date of each order extending/excluding the period of CIRP on request filed by RP	02.01.2023: This Hon'ble NCLT extended the CIRP period by 90 days from 18.01.2023 to 18.04.2023. 01.05.2023: This Hon'ble NCLT extended the CIRP

		period by 30 days from 18.04.2023 to 18.05.2023. 19.12.2024; This Hon'ble NCLT granted 60 days time to complete the process. 13.02.2025: This Hon'ble NCLT granted exclusion of 20 days from CIRP of the Corporate Debtor from 19.12.2024 to 08.01.2025 13-02-2025-Praying exclusion of 20 days i.e., from 19-12-2024 to 08-01-2025. 27-02-2025-This Hon'ble NCLT extended the CIRP period till 25.03.2025
19	Date of Expiry of Extended Period of CIRP	25-03-2025
20	Fair Value	Rs. 67,77,21,565.50/-
21	Liquidation value	Rs. 52,53,53,549.63/-
22	Number of Meetings of CoC held	Total 13 CoC meetings held

- 19.** The plan value has been mentioned in the addendum dated 25.02.2025, placed on record as Annexure to the application preferred under Section 30(6) of IBC, 2016. The relevant excerpt of the addendum reads thus:

Sr. No.	Towards	Amount (In Rs.)
1	CIRP Cost	2,00,00,000
2	Settlement of Debt of secured Financial Creditors (Secured / non-related)	40,50 00,000

3	Settlement of Debt of unsecured Financial Creditors other than related parties	0.00
4	Settlement of dues of Financial Creditors being Related parties	0.00
5	Settlement of dues of Operational Creditors other than claims for workmen and employees and Statutory Authorities Dues.	5,00,000

6	Settlement of dues of Operational Creditors being Statutory Authorities Dues including ESIC & EPF Claims	The RA provides for the satisfaction of the claim/dues of the ESIC & EPF by themselves as per the settlement amount agreed by the said departments and such agreed amount shall be paid over & above the amount proposed in this plan for the satisfaction of the other creditors.
7	Settlement of dues of Secured Operational Creditors being HSIIDC.	The RA proposes to pay the Same % of the admitted claim to the HSIIDC which has been proposed to the Secured Financial Creditors. <i>Presently the calculated amount comes out as Rs. 6,02,28,168/-</i>
8	Settlement of dues of Operational Creditors being claims for workmen & employees dues.	1,00,000
9	Contingencies Liabilities for any Electricity Dues.	1,00,000
10	Contingencies Liabilities for any Water bill Dues.	50,000
11	Contingencies Liabilities for Maintenance Charges HSIIDC	50,000

12	Provision towards contingencies liability for settlement of any claim admitted in future other than the above	40,00,000
13	Funds proposed towards Working Capital and Capex	4,29,54,832
Total Proposed Amount		53,29,83,000

In addition to the above financial proposal:

- The Resolution Applicant also proposes to pay the regulatory fee @ 0.25% of the realizable value to creditors, if the resolution plan is approved as per section 31 & where such realizable value is more than liquidation value. The said fee shall be paid from the Contingency Fund mentioned above. [Compliance with CIRP Reg. 31A(1)]
- The RA also proposes that in Case by virtue of any decision or order of any Court of Law / NCLT/ NCLAT/ Supreme Court/or any other court, Tribunal Form, the dues of Secured Operational Creditor(HSIIDC) needs to be settled at any higher amount than Rs 6.02 Crore as provided for settlement amount of claim of Secured Operational Creditor (HSIIDC), in such situation the RA proposes to pay 50% of that total claim amount of the HSIIDC inclusive of the amount of Rs. 6.02 Cr. as specified in this plan and the remaining portion of the total claim amount of the HSIIDC shall be borne by the Secured FC and the amount proposed to secured financial creditors will be reduced accordingly. It is further clarify that RA will pay 50% of the claim amount or Rs. 6.02 Cr. whichever is higher. The above mentioned point relating to the payment of the Secured Operational Creditor (HSIIDC) shall be in place of bullet point 2 provided below the Financial Summary at clause 6.7.6.
- The HSIIDC will bound to issue No Dues Certificate within 10 days after receiving of the payment as proposed in the plan and the account of HSIIDC against Plot No. 39, Sector-4B, Industrial Estate Bahadurgarh become normal and granted all permissions, subdivision permissions, etc. as required shall be granted without any hindrance.
- All Legal Expenses towards the litigations related to HSIIDC will be borne by the SRA Exclusively and the Secured Financial Creditors will not bear any cost of such legal Expenses.

- 20.** The Resolution Professional has also placed on record the undertaking given by the SRA regarding payment of PF dues. The undertaking dated 03.02.2025 reads thus:

To,

Date: 03-02-2025

Mr. Debashis Nanda

Resolution Professional

JSSI Hydraulics Private Limited

Subject: Undertaking for payment of PF dues

Sir,

We, M/S Sunrise Industries, Resolution Applicant in this matter hereby provide this undertaking in connection with the Corporate Insolvency Resolution Process (CIRP) of JSSI Hydraulics Private Limited.

We unequivocally undertake to clear all outstanding Provident Fund (PF) dues, including any penalties, late fees, or additional charges that may be applicable after the negotiation/ settlement by the Resolution Applicant with the said EPFO department. This payment commitment shall be fulfilled upon the approval and implementation of our resolution plan for JSSI Hydraulics Private Limited.

Our undertaking aligns with the judgment delivered by the Hon'ble NCLAT in *Mr. Anuj Bajpai Vs Employee Provident Fund Organisation and Ors.* [Comp. App. (AT) (INS) No. 1141 of 2023].

We acknowledge and affirm our responsibility to ensure full compliance with all legal and statutory requirements concerning PF obligations.

- 21.** The statement regarding the amount payable to various stakeholders has been certified by the Resolution Professional in terms of the certificate given in Form-H. Clause 7(b) of the certificate given in revised Form-H reads thus:-

7B. Details of Realisable amount:

(Amount In Rupees)

Stakeholder Type	Amount(s)				Payment schedule
	Amount Claimed	Amount Admitted	Realisable amount under the plan	Amount realizable in plan to amount claimed (%)	
Secured Financial Creditors (i) - Creditors not having a right to vote under sub-section (2) of section 21 - Dissenting - Assenting	SBI 1,36,24,42,974.74/- Canara Bank 24,97,47,448.91/-	SBI 1,36,24,42,974.74/- Canara Bank 24,97,47,448.91/-	SBI 34,22,65,500/- Canara Bank 6,27,34,500/-	25.12 25.12	Within 180 days of approval of resolution plan by NCLT
Unsecured Financial Creditors -Creditors not having a right to vote under sub-section (2) of section 21 - Dissenting - Assenting	NA	NA	NA	NA	NA
Operational Creditors (i) Government* (ii) HSIIDC-Secured OC**	9,59,69,684/- 23,98,03,865/-	9,59,69,684/- 23,98,03,865/-	1,43,27,000/- 6,02,28,168/-	14.93 25.12	Within 180 days of approval of resolution plan by NCLT
(iii) Employees*** - PF dues - other dues	11,22,459/-	10,92,009/-	1,00,000/-	8.91	
(iv) Other Operational creditors****	25,01,32,450.3/-	24,59,70,924.3/-	5,00,000/-	20	
Other Debts and Dues			CIRP Costs - 2,00,00,000/- - (If the CIRP cost exceeds Rs. 2,00,00,000/-)		Within 120 days of approval of resolution plan by NCLT

			- the same shall be borne by the SRA as per the actuals) Contingencies Liabilities for any Electricity Dues- 1,00,000/- Contingencies Liabilities for any Water bill Dues- 50,000/- Contingencies Liabilities for Maintenance charges HSIIDC- 50,000/-		
			Provision towards contingencies liability for settlement of any claim admitted in future other than the above- 40,00,000/- Funds proposed towards Working Capital and Capex- 2,86,27,832/-		
Shareholders			NIL		

Total	2,19,92,18,881 .95/-	2,19,50,26, 905.95/-	53,29,83,00 0/-		
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* Breakup of amount claimed, amount distributed and amount proposed to operational creditor (government dues) are provided in ANNEXURE 2.

** The RA also proposes that in case by virtue of any decision or order of any court of Law/NCLT/NCLAT/ Supreme Court/or any other court, Tribunal Form, the dues of Secured Operational Creditor(HSIIDC) needs to be settled at any higher amount than Rs 6.02 Crore as provided for settlement amount of claim of Secured Operational Creditor (HSIIDC), in such situation the RA proposes to pay 50% of that total claim amount of the HSIIDC inclusive of the amount of Rs. 6.02 Cr. as specified in this plan and the remaining portion of the total claim amount of the HSIIDC shall be borne by the Secured FC and the amount proposed to secured financial creditors will be reduced accordingly. It is further clarify that RA will pay 50% of the claim amount or Rs. 6.02 Cr. whichever is higher. The above mentioned point relating to the payment of the Secured Operational Creditor (HSIIDC) shall be in place of bullet point 2 provided below the Financial Summary at clause 6.7.6.

*** Breakup of amount claimed, amount distributed and amount proposed to employees are provided in ANNEXURE 3.

**** Breakup of amount claimed, amount distributed and amount proposed to operational creditors (other than workmen, employee and government dues) are provided in Annexure 4.

1. For dues of EPFO, the SRA has provided an undertaking all PF dues including penalty, late fees, a additional charges as applicable, it shall be liable to clear, Total claim admitted of EPFO is Rs. 229.62 lakh. (Please refer Pg 131-132, Vol 1 of IA No. 17 of 2025)

- 22.** Apparently the secured Financial Creditors are offered 25.12% of the admitted amount, the government dues are offered only to the extent of 14.93% and even the dues of HSIIDC are offered to the extent of 25.12% of the admitted claim. Indubitably the haircut is very high.
- 23.** Nevertheless, in terms of the judgment of Hon'ble Supreme Court in the case of ***Committee of Creditors of Essar Steel India Limited Through Authorised Signatory vs. Satish Kumar Gupta & Ors. [Civil Appeal No. 8766- 67 of 2019]***, it is the subject matter of commercial wisdom of CoC to take decision regarding the amount of bid offered by SRA and the scope for

this Tribunal to interfere on such issues is negligible. The above view was also reiterated by Hon'ble Supreme Court in ***Ebix Singapore Private Limited vs. Committee of Creditors of Educomp Solutions Limited & Anr. (Civil Appeal No. 3224 of 2020)*** wherein the Hon'ble Court ruled that the scope of examination of the application for approval of Resolution Plan by this Tribunal is confined to the provisions of Section 30(2) of IBC, 2016. Para 153 of the Judgment reads thus:-

“153. Regulation 38(3) mandates that a Resolution Plan be feasible, viable and implementable with specific timelines. A Resolution Plan whose implementation can be withdrawn at the behest of the successful Resolution Applicant, is inherently unviable, since open-ended clauses on modifications/withdrawal would mean that the Plan could fail at an undefined stage, be uncertain, including after approval by the Adjudicating Authority. It is inconsistent to postulate, on the one hand, that no withdrawal or modification is permitted after the approval by the Adjudicating Authority under Section 31, irrespective of the terms of the Resolution Plan; and on the other hand, to argue that the terms of the Resolution Plan relating to withdrawal or modification must be respected, in spite of the CoC's approval, but prior to the approval by the Adjudicating Authority. The former position follows from the intent, object and purpose of the IBC and from Section 31, and the latter is disavowed by the IBC's structure and objective. The IBC does not envisage a dichotomy in the binding character of the Resolution Plan in relation to a Resolution Applicant between the stage of approval by the CoC and the approval of the Adjudicating Authority. The binding nature of a Resolution Plan on a Resolution Applicant, who is the proponent of the Plan which has been accepted by the CoC cannot remain indeterminate at the discretion of the Resolution Applicant. The negotiations between the

Resolution Applicant and the CoC are brought to an end after the CoC's approval. The only conditionality that remains is the approval of the Adjudicating Authority, which has a limited jurisdiction to confirm or deny the legal validity of the Resolution Plan in terms of Section 30 (2) of the IBC. If the requirements of Section 30(2) are satisfied, the Adjudicating Authority shall confirm the Plan approved by the CoC under Section 31(1) of the IBC."

- 24.** In the wake of the aforementioned, the provision regarding distribution/payment against the claim by different Stakeholders though being very less amount can be no ground for not to approve the resolution plan.
- 25.** Mr. Shekhar Raj, Ld. Counsel for HSIDC (Haryana State Industrial Development Corporation) raised an issue regarding the amount provided by the SRA. Apparently the amount is 25.12% of the claim amount (Rs. 6, 02, 28, 168). Nevertheless, there is a declaration in the addendum resolution plan viz HSIDC would be paid by the SRA the additional amount, subject to outcome of Hon'ble Supreme Court in Civil Appeal No. 8445/2024. The relevant excerpt of the addendum has already been reproduced hereinabove.
- 26.** Mr. Sumant Batra, Ld. Counsel for the Resolution Professional submitted that no PUFEE application is pending in the matter.

IA-2816/2025:

1. As far as IA- 2816/2025 is concerned, the salient details therein is that the Operation Creditors were given no opportunity to remain present in the meetings of the CoC.
2. Mr. Batra, Ld. Counsel for Resolution Professional pointed out that in terms of the provisions of Section 24(3)(c) of IBC, 2016, the Operation Creditor or their representatives may participate in CoC proceedings if the aggregate due payable to them is not less than 10% of the debt. He further submitted that the

representative of the HSIDC whose aggregate dues were more than 10% remained present in meetings of CoC, thus the plea raised in the application is incorrect. In the wake of the plea raised by Mr. Batra, Ld. Counsel for Resolution Professional as also in terms of the provisions of proviso to Section 24(4) of the Code, the absence of representative of Operational Creditor shall not vitiate the meeting of CoC, thus we do not find any merit in IA- 2816/2025 and the same is accordingly rejected.

3. In the wake of the aforementioned, we approve the resolution plan and direct:

- i. Constitution of Monitoring Committee will take place forthwith;
- ii. All the Creditors, existing Shareholders and other Stakeholders qua the Corporate Debtor would be intimated about the constitution of Monitoring Committee within 15 days from today;
- iii. The intimation to SEBI will also be given within given time i.e. 15 days from today;
- iv. All existing equity of the company will be cancelled within 30 days from today;
- v. The Board of Directors qua the Corporate Debtor will be informed within 30 days;
- vi. The appointment of professionally qualified key managerial employees qua the Corporate Debtor will also take place within 30 days;
- vii. The fresh share capital will be issued within 30 days;
- viii. The infusion of funds by way of equity and debt for making the payment as proposed in the resolution plan will take place within 120 days from today;
- ix. The infusion of funds by way of debt for making the payment as proposed in the resolution plan for payment to Operational Creditor will take place within 170 days;

4. It would be for the SRA to ensure that the compliance of Section 31(3)(b) of IBC, 2016, is done within one year from today.
5. The SRA would be bound by the provision of the plan viz. subject to outcome of the order of Hon'ble Supreme Court in aforementioned appeal, the 50% of the enhanced amount of compensation or Rs.6.00 Crore, whichever is higher, would be payable by the SRA.
6. The Resolution Professional is directed to comply with the provisions of Regulation 39 (5) to (6) and 39A of IBBI (CIRP Regulation) 2016 preferably within 10 days from the date of uploading of this order.
7. No relief and concession is granted to SRA. Nevertheless, it goes without saying that whatever reliefs and concessions are available to SRA in terms of the provisions of Section 31(1) and 32A of IBC, 2016 and also in terms of the judgment of Hon'ble Supreme Court in ***Ghanashyam Mishra and Sons Pvt. Ltd. v. Edelweiss Asset Reconstruction Company Ltd. and Ors., (2021) ibclaw.in 54 SC*** would be available to SRA/CD.
8. The SRA will also be entitled avail the benefit of Section 32A of IBC, 2016. Ld. Counsel for SRA stand by undertaking given by SRA on 03.02.2025 viz. the SRA will not assert any claim on performance security amounting to Rs.1.5 Crores deposited with the Resolution Professional by previous SRA. In the wake, it is made clear that the amount will be distributed amongst all the Secured Creditors in terms of the provisions of Section 53(1) of IBC, 2016.

Sd/-
(RAVINDRA CHATURVEDI)
MEMBER (T)

Sd/-
(ASHOK KUMAR BHARDWAJ)
MEMBER (J)