

THE NATIONAL COMPANY LAW TRIBUNAL
NEW DELHI COURT-III

Item No.01

IP-5/2023, IA-6179/2022, IA-6234/2022, IA-3671/2022

And

(IB) - 555(ND)/2021

IN THE MATTER OF:

Mr. NEERAV BHATNAGAR & ORS.

... Applicants/Financial Creditors

VERSUS

M/s. SEQUEL BUILDCON PRIVATE LIMITED & ANR.

... Respondent/Corporate Debtor

SECTION

Under Section 7 of IBC, 2016

Order Pronounced On: 16.06.2023

CORAM:

SHRI BACHU VENKAT BALARAM DAS, HON'BLE MEMBER (JUDICIAL)

SHRI ATUL CHATURVEDI, HON'BLE MEMBER (TECHNICAL)

APPEARANCES:

For the Applicant :

For the Respondent :

ORDER

Order pronounced in open court vide separate sheets.

(IB)-555(ND)/2021 is admitted

IP-5/2023 is dismissed and disposed of.

IA-6179/2022 is dismissed and disposed of.

IA-6234/2022 is disposed of.

IA-3671/2022 is disposed of.

-SD-

**(ATUL CHATURVEDI)
MEMBER (TECHNICAL)**

-SD-

**(BACHU VENKAT BALARAM DAS)
MEMBER (JUDICIAL)**

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**IN THE NATIONAL COMPANY LAW TRIBUNAL
NEW DELHI, COURT-III**

IP-5/2023, IA-6179/2022, IA-6234/2022, IA-3671/2022

And

(IB) – 555(ND)/2021

Order under Section 7 of the Insolvency and Bankruptcy Code, 2016 read with Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016.

IN THE MATTER OF (IB) – 555(ND)/2021:

Mr. NEERAV BHATNAGAR & ORS.

..... Applicants/Financial Creditors

VERSUS

M/s. SEQUEL BUILDCON PRIVATE LIMITED & ANR.

..... Respondents/Corporate Debtors

IN THE MATTER OF IP-5/2023:

Mr. SANJIV MEHROTRA

..... Applicant

VERSUS

Mr. NEERAV BHATNAGAR & ANR.

..... Respondents

IN THE MATTER OF IA-6179/2022:

M/s. SEQUEL BUILDCON PRIVATE LIMITED

..... Applicant

VERSUS

Mr. NEERAV BHATNAGAR & ANR.

..... Respondents

IN THE MATTER OF IA-6234/2022:

Mr. NEERAV BHATNAGAR & ORS.

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..... Applicants



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VERSUS

M/s. SEQUEL BUILDCON PRIVATE LIMITED & ANR.

..... Respondents

IN THE MATTER OF IA-3671/2022:

M/s. SEQUEL BUILDCON PRIVATE LIMITED

..... Applicant

VERSUS

Mr. NEERAV BHATNAGAR & ANR.

..... Respondents

Order Pronounced On: 16.06.2023

CORAM:

**SHRI BACHU VENKAT BALARAM DAS, HON'BLE MEMBER
(JUDICIAL)**

SHRI ATUL CHATURVEDI, HON'BLE MEMBER (TECHNICAL)

APPEARANCES:

For the Applicant : Mr. Bharat Bhushan Sethi, Ms. Chetna Bisht,
Mr. Niraj Chamyal, Advs. in (IB) – 555(ND)/2021
For the Respondent : Mr. Rakesh Kumar, Mr. P.K. Sachdeva, Adv. in
IP-5/2023, Mr. Ashish Aggarwal, Adv. in (IB) –
555(ND)/2021.

ORDER

PER: BACHU VENKAT BALARAM DAS, MEMBER (JUDICIAL)

Description of the Parties:

1. IB-555(ND)/2021

This Application has been filed by Mr. Neerav Bhatnagar & 79 ORS., the Financial Creditors (FC)/Applicants on 31.08.2021, before this Adjudicating Authority, under Section 7 of the Insolvency and Bankruptcy Code, 2016 (“IBC” or “the Code”) r/w Rule 4 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016, (“Adjudicating Authority Rules”), for initiating the

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Corporate Insolvency Resolution Process (“CIRP”), declaring moratorium and for appointment of Interim Resolution Professional (“IRP”), against the Corporate Debtor (CD)/Respondent viz., M/s. Sequel Buildcon Private Limited, on the ground that the Corporate Debtor has defaulted to make a Payment of a sum of Rs. 50,21,01,462/- (Rupees Fifty Crore Twenty One Lakh One Thousand Four Hundred and Sixty Two Only), as the Corporate Debtor has cumulatively defaulted the Financial Debt paid by the Applicants/Financial Creditors/Allottees towards the purchase of their respective units, for the defaults committed against the Financial Debts being the non-delivery of the flats/non-payment of the amount paid by the Applicants in lieu of the units purchased.

2. Submissions of the Financial Creditors In IB-555(ND)/2021:

- i.** The Corporate Debtor is engaged in the business of Real Estate and Infrastructural development including construction & development of residential & commercial complexes. The Corporate Debtor has owned and possessed land comprising a total of over approx. 30,000 square meters or thereabouts situated at Plot No. SC-01/A-1, Alpha, Sector -79, Noida, Distt. Gautam Budh Nagar, Noida UP-201301 (the said land).
- ii.** The Applicants under the misrepresentations and fake promises made through the advertisements and allotment letter/Builder Buyer's Agreement (BBA) by the Corporate Debtor, booked and agreed to purchase the Unit(s) from the Corporate Debtor in its project "THE BELVEDERE", being a multi-tower residential project as described.
- iii.** In the period between 2015 to 2018, the Corporate Debtor had sold the majority of units in the said projects and accordingly executed various allotment letters/Builder Buyer's Agreements with the Financial Creditors/allottees for recording the understanding of the sale, thereby, the Corporate Debtor agreed

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to sell the units in favour of the Financial Creditors/allottees. The



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Corporate Debtor had agreed and promised to hand over the possession of the units purchased in a time-bound manner as described under the allotment letter/Builder Buyer Agreement which was stated to be approx. 3 years. It was on account of the same, that the Allottee(s)/Applicant(s) considering the same to be gospel truth, purchased the units by giving in their lifetime earnings/savings to have their future dream home.

iv. The Corporate Debtor in accordance with the allotment letter/Builder Buyer Agreement executed with the Allottees/Applicants, gave different dates of possession to the Allottees/Applicants for one particular project which was to be constructed as a whole, i.e. different dates of possession to the different allottees for the units in the same tower or same floor.

v. In furtherance to the purchase and execution of the Builder Buyer's Agreement, the Corporate Debtor kept raising the demand which was duly honoured by the Applicants and was acknowledged by the Corporate Debtor.

The details of the Applicants, their units, date of possession along with the amounts paid by them, have been provided in the table and the table is attached along with the application.

vi. The Corporate Debtor has raised advance receipts of total financial debt/sum of Rs. 31,81,81,278/- [Rupees Thirty One Crore Eighty One Lakh Eighty One Thousand Two Hundred and Seventy Eight Only] from the Applicants/allottees. But to the utter dismay of the Applicant(s)/Allottee(s) and despite making contractual promises & obligations, the Corporate Debtor has drastically failed to stand over its own commitments and defaulted in the construction of the project on the question, consequently delaying the possession of the Units/Flats. The delay is not normal but extraordinary delays. Even after 3 years of the contractual possession date, still, the construction is pending, the superstructure of the building is not complete and

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the work on site stopped since 2019 for reason best known to Corporate Debtor only.

- vii.** The Corporate Debtor further lured the Applicants by offering them the bogus "Subvention Scheme" at the time of the booking of the units. The prices for these units were comparatively higher than the other units sold by the Corporate Debtor. As per the subvention scheme proposed, the Corporate Debtor promised the Applicants to pay the Pre-EMIs against the loan they borrow for the units being purchased under the said scheme, till the delivery of the possession of the units.
- viii.** After the Real Estate (Regulation & Development) Act, 2016 came into force, every project had to be registered as per the provisions under the Act. As an admitted fact vide the builder buyer agreements executed with the allottees & other approvals, the Corporate Debtor had promised, promoted, develop & construct the project as one project. However, the Corporate Debtor had illegally and without the prior approval of all allottees, bifurcated the said project and registered with RERA in different parts which read as under:

RERA REGISTRATION DETAILS	
Phase 1: Tower A, B, C & D Approx. 360 Units/Flats UP RERA No. of Phase: UPRERAPRJ4397	Phase 2: Tower E F & G Approx. 268 Units/Flats UP RERA No. of Phase: UPRERAPRJ4480

Copy of the RERA registration details (as available on the UP RERA website) of the projects is filed along with the application.

- ix.** Several representations were made to the Corporate Debtor but all the efforts of the Financial Creditors to reach the Corporate Debtor seeking an explanation for their hard-earned money have gone futile. The Corporate Debtor has not paid any heed to the relentless representations made by the Financial Creditors. Not

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only this, legal notice served were not replied or entertained by the Corporate Debtor.

Copy of the legal notices are filed along with the application.

- x. It is pertinent to mention herein that the default so committed by the Corporate Debtor is neither affected by the COVID-19 Pandemic nor the lockdown. The default has already occurred in the year 2018 which is approx. 2 years prior to the COVID, Therefore, it is to be noted that the default so committed is due to the financial crisis and not because of any other reasons. Copy of trailing mail is filed along with the application.

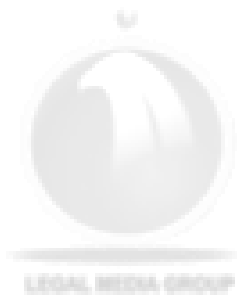
3. Submissions of the Corporate Debtor In IB-555(ND)/2021:

- i. The present application is not maintainable and the same is liable to be dismissed as the same has been filed in violation of provisions of Section 7 of the Insolvency and Bankruptcy Code, 2016, which provides that an application for initiation of corporate insolvency resolution process against the corporate debtor shall be filed jointly by not less than one hundred of such creditors in the same class or not less than ten percent of the total number of such creditors in the same class, whichever is less. However, in the present case, the application under Section 7 of the Insolvency and Bankruptcy Code, 2016 has been filed in violation of the said provision of law as neither the application is filed by one hundred of such creditors in the same class or not less than ten percent of the total number of such creditors in the same class.
- ii. The applicants are not the creditors in the same class and in fact belong to different classes of creditors. The present application is filed by the applicants in respect of the Towers namely A, B, C, D, E, F, G which are being/have been developed by the Respondent Company in its Group Housing Project titled 'BELVEDERE' situated at Plot No. SC-01/A-1, Alpha, Sector-79,

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Noida, Distt. Gautam Budh Nagar, Noida, Uttar Pradesh-



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2013201. The applicants have booked their units/ flats in the above said different towers of the answering respondent. Hence the applicants in each tower constitute a different class of creditors as the said towers are in different phases of construction and registered under RERA vide different registration numbers.

- iii.** It is pertinent to mention that the construction in the said project is going on phase wise and there are a total of 7 Towers i.e. Towers A, B, C and Towers D in Phase-I and Towers - E, F and G in Phase-2 respectively have being/been constructed in the Said Project and Hence the applicants cannot be clubbed together and cannot be called as creditors in the same class. The present application is filed on behalf of 80 unit/flat allottees of Tower A(15), B(20), C(9), D(12), E(4), F(6), G(14) with the malafide intention to harass and pressurize the answering respondent company.
- iv.** It is pertinent to mention here that some of the applicants have availed home loan finances from different banks/financial institutions for the acquisition/purchase of the said flats/units by mortgaging all rights, titles, and benefits in the said flats/units in favour of their respective banks/financers.
- v.** The Applicants executed Tripartite Housing Loan cum Mortgage Agreements with the respective banks/financers and the Respondent for this purpose. Under the terms of the Loan cum Mortgage Agreement, the Applicants subrogated all their rights in the subject flats/units in favour of their respective banks/financers and also undertook not to sell, transfer or assign the subject flats/units without obtaining 'No Objection Certificate' from their respective banks/financers. Further, under the contractual understanding, the Respondent had to pay Pre-EMIs/EMIs of the subject flats/units per agreed terms between them respectively with every customer and the same has been

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duly complied by the Respondent.



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- vi.** The present application filed by the applicants is not maintainable as the applicants do not fall under the category of Financial Creditors there was only sale and purchase transactions between the parties having no effect of commercial borrowing. Further, there is no element of consideration of the time value of money in the said transactions. The Applicants have no right to approach this Tribunal as they had executed housing loan cum mortgage agreements with respective banks subrogating all their rights (including the right to claim any amount from the Respondent) in favour of their respective banks and the respective banks have contractually stepped into their shoes.
- vii.** It is pertinent to mention over here that the applicants have already approached and filed cases/complaints against the Respondent Company before various other Legal Forums/Courts/Tribunals i.e. National Consumer Disputes Redressal Commission, Uttar Pradesh Real Estate Regulatory Authority, etc. on the same grounds as stated in the application before this Tribunal.
The applicants have not disclosed the said facts before this Tribunal.

4. Analysis and Findings

- i.** We have heard the Ld. Counsels appearing for both parties from time to time. We have also perused the documents on record.
- ii.** We have to consider the following issue:
- a) Whether the Applicants are fulfilling the threshold limit of the second proviso to Section 7(1) of the IBC, 2016.
- iii.** The project in question namely "AJNARA BELVEDERE" consists of 7 towers namely A,B,C,D,E,F,G and the total number of flats in the said project is 660, out of which 342 flats have been sold/allotted to the esteemed buyers.

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- iv.** At this stage, it is pertinent to refer to the definition of the expression “Financial Debt” defined in sub-section 8 of Section 5 of the Code.

Section 5(8)(f) along with its explanation reads as follows:

Section 5: Definitions

.....

“(8) “financial debt” means a debt along with interest, if any, which is disbursed against the consideration for the time value of money and includes—

(f) any amount raised under any other transaction, including any forward sale or purchase agreement, having the commercial effect of a borrowing;

[Explanation. -For the purposes of this sub-clause,-

(i) any amount raised from an allottee under a real estate project shall be deemed to be an amount having the commercial effect of a borrowing; and

(ii) the expressions, “allottee” and “real estate project” shall have the meanings respectively assigned to them in clauses (d) and (zn) of section 2 of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);]

.....

- v.** At this stage, it is also pertinent to refer to Section 7 of the Code. Section 7 along with the second proviso reads as follows:

Section 7: Initiation of corporate insolvency resolution process by financial creditor.

“7. (1) A financial creditor either by itself or jointly with [other financial creditors, or any other person on behalf of the financial creditor, as may be notified by the Central Government] may file an application for initiating corporate insolvency resolution process against a corporate debtor before the Adjudicating Authority when a default has occurred.”

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The 2nd proviso to Section 7(1) reads as follows:-



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“Provided further that for financial creditors who are allottees under a real estate project, an application for initiating corporate insolvency resolution process against the corporate debtor shall be filed jointly by not less than one hundred of such allottees under the same real estate project or not less than ten per cent. of the total number of such allottees under the same real estate project, whichever is less:”

vi. It is submitted that the provisions of RERA which provide for registration for each phase of a real estate project (Explanation to Section 3 of Real Estate Regulatory Act, 2016) and which came into force on 01.05.2016, much before the creation of allotment in favour of the Applicants, cannot be allowed to be misused by the Corporate Debtor to give a self-serving interpretation to the term ‘same real estate project’ used in the second proviso to Section 7(1) of the Code.

vii. For better understanding of the preceding paragraph, we may refer to the definitions of “Allottee” defined under Section 2(d) and “Real Estate Project” defined under Section 2(zn) of the RERA Act, 2016.

Section 2(d) and Section 2(zn) reads as follows:

2. Definitions.—

“(d) “allottee” in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;”

“(zn) “real estate project” means the development of a building or a building consisting of apartments, or converting an existing building or a part thereof into apartments, or the development of land into plots or apartments, as the case may be, for the

purpose of selling all or some of the said apartments or plots or building, as the case may be, and includes the common areas, the development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto;”

viii. We may also refer to Section 3 of the RERA Act, 2016.

Section 3 along with the explanation reads as follows:

3. Prior registration of real estate project with Real Estate Regulatory Authority.—

“(1) No promoter shall advertise, market, book, sell or offer for sale, or invite persons to purchase in any manner any plot, apartment or building, as the case may be, in any real estate project or part of it, in any planning area, without registering the real estate project with the Real Estate Regulatory Authority established under this Act:

Explanation.— For the purpose of this section, where the real estate project is to be developed in phases, every such phase shall be considered a standalone real estate project, and the promoter shall obtain registration under this Act for each phase separately.”

After conjoint reading of the provisions of the RERA Act, 2016, we come to the conclusion that the current project contains two phase RERA projects with different registration numbers each of which is a real estate project as per the registration granted under the RERA Act,2016.

ix. Guidance in this regard is also available in the judgment of the Hon’ble Supreme Court in ***Manish Kumar Vs. Union of India [W.P.(C.) No. 26 of 2020]***, wherein the Hon’ble Supreme Court observed that a ‘real estate project’ can be a composite one for plots and apartments or for plots and buildings.

The Hon’ble Apex Court further observed that the definition of “allottee” is split into three categories broadly-plot, apartment and building and purchasers of any of these are covered under the

term “allottee”. The Hon’ble Apex court has also laid down in cases where a real estate project is a hybrid project consisting of the development of land into plots and also the development of buildings, then even a transferee of a plot will be an ‘allottee’.

It is submitted that the Hon’ble Apex court in answer to what would constitute a real estate project in Para 158, held as follows:

“as to what would constitute a real estate project, it must depend on the terms and conditions and scope of a particular real estate project in which allottees are a part of. These are factual matters to be considered in the facts of each case”.

It is seen that the provisions of IBC under which the Applicant has filed his application for initiation of CIRP proceedings applies to “allottee” and “real estate project” as defined under the RERA Act, 2016.

- x. The contention raised by the Corporate Debtor that out of the total 80 homebuyers/allottees, 32 falls under the category of Financial Creditors to whom Section 10A is applicable is contrary to the settled law. Total units sold by the Corporate Debtor is 342. Hence, the Present application is maintainable as all the applicants are eligible to be counted towards fulfilling the threshold limit as set out in Section 7 of the Code.

Further contention raised by the Corporate Debtor is that 16 homebuyers/allottees are defaulters is false and contrary to facts and also to the settled law. As per the settled law, the Financial Creditors/homebuyers are entitled to file petition under Section 7 of the Code against the Corporate Debtor for its failure to hand over the possession in terms of the Builder Buyer Agreement by claiming the Principal Amount along with Interest payable (delay penalty as well as Interest payable for the delay). In the present case, as a matter of fact, the Corporate Debtor is liable to make payment to all the allottees for the delay in handing over the possession along with the Interest.

Apparently, the threshold limit as prescribed under the provisions of the code is satisfied.

xi. It is submitted that indisputably the Corporate Debtor has committed default of financial debt owed to Allottees/Home Buyers/Financial Creditors. In terms of the Allotment Agreement(s) executed with the respective allottees, including the Applicants, the Corporate Debtor was required to hand over the possession of the allotted units to the Applicants within Forty Two (including grace period of 6 months) months. However, the Corporate Debtor has failed to hand over the possession of the said units and even today there are signs of possession in the near future.

xii. While determining Issue (a) and on the analysis of the legal position and the fact of several RERA registrations obtained by the Corporate Debtor for its projects which have already been extracted in the earlier para, we are of the considered view that this is a project which consists of two phases and It is seen that in the projects/project categories, the applicants meet the threshold limit of 10% or 100 persons, whichever is less. In view of the above, we hold that this application is maintainable in the eyes of the Law.

Hence, we are inclined to **admit** this application.

5. Order

In light of the above facts and circumstances, it is **hereby ordered** as follows: -

- i.** The Application bearing **(IB)-555(ND)/2021** filed by the Applicants, under section 7 of the Code read with Rule 4 of the Adjudicating Authority Rules for initiating CIRP against the Respondent, is hereby **admitted**.
- ii.** We also declare a moratorium in terms of Section 14 of the Code. The necessary consequences of imposing the moratorium flows

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from the provisions of Section 14(1)(a), (b), (c) & (d) of the Code. Thus, the following prohibitions are imposed:

- “(a) The institution of suits or continuation of pending suits or proceedings against the corporate debtor including execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or other authority;*
- (b) Transferring, encumbering, alienating or disposing of by the corporate debtor any of its assets or any legal right or beneficial interest therein;*
- (c) Any action to foreclose, recover or enforce any security interest created by the corporate debtor in respect of its property including any action under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002;*
- (d) The recovery of any property by an owner or lessor, where such property is occupied by or in the possession of the corporate debtor.*

[Explanation.-For the purposes of this sub-section, it is hereby clarified that notwithstanding anything contained in any other law for the time being in force, a licence, permit, registration, quota, concession, clearance or a similar grant or right given by the Central Government, State Government, local authority, sectoral regulator or any other authority constituted under any other law for the time being in force, shall not be suspended or terminated on the grounds of insolvency, subject to the condition that there is no default in payment of current dues arising for the use or continuation of the license, permit, registration, quota, concession, clearances or a similar grant or right during the moratorium period;]

- iii.** It is made clear that the provisions of moratorium shall not apply to transactions which might be notified by the Central Government or the supply of the essential goods or services to the

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Corporate Debtor as may be specified, are not to be terminated or suspended or interrupted during the moratorium period. In addition, as per the Insolvency and Bankruptcy Code (Amendment) Act, 2018 which has come into force w.e.f. 06.06.2018, the provisions of moratorium shall not apply to the surety in a contract of guarantee to the corporate debtor in terms of Section 14(3)(b) of the Code.

- iv.** The Applicants/(FC) has proposed the name of Mr. Amarpal as the Interim Resolution Professional (“IRP”) having address: C-2, Plot-50, Gyan Khand-II, Indirapuram, Ghaziabad. His Email id is amarpal@icai.org. His Contact No. is +91-9717105008. His registration number is IBBI/IPA-001/IP-P-01584/2018-2019/12411.

The Applicants filed a copy of the Consent Issued by Mr. Amarpal in Form 2, Written Communication by proposed IRP, as per the requirement of Rule 9(1) of the Adjudicating Authority Rules along with the Certificate of Registration and Authorization for Assignment in Form B.

Accordingly, Mr. Amarpal is appointed as IRP.

- v.** In pursuance of Section 13(2) of the Code, we direct the IRP, as the case may be to make a public announcement immediately with regard to the admission of this application under Section 7 of the Code. The expression immediately means within three days as clarified by Explanation to Regulation 6(1) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.
- vi.** During the CIRP period, the management of the Corporate Debtor shall vest in the IRP/RP, in terms of Section 17 of the IBC. The officers and managers of the Corporate Debtor shall provide all documents in their possession and furnish every information in their knowledge to the IRP within one week from the date of receipt of this order, in default of which coercive steps will follow. There shall be no future opportunity given in this regard.

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- vii.** The IRP is expected to take full charge of the Corporate Debtor's assets, and documents without any delay whatsoever. He is also free to take police assistance and this Court hereby directs the Police Authorities to render all assistance as may be required by the IRP in this regard.
- viii.** The IRP or the RP, as the case may be shall submit to this Adjudicating Authority periodical report with regard to the progress of the CIRP in respect of the Corporate Debtor.
- ix.** The Financial Creditors shall deposit a sum of Rs 2,00,000/- (Rupees Two Lakhs only) with the IRP to meet the expenses arising out of issuing public notice and inviting claims. These expenses are subject to the approval of the Committee of Creditors ("CoC").
- x.** In terms of Section 7(7) of the Code, the Registry is hereby directed to communicate a copy of the order to the Financial Creditors, the Corporate Debtor, the IRP and the Registrar of Companies, NCT of Delhi and Haryana, by Speed Post and by email, at the earliest but not later than seven days from today.
- The Registrar of Companies shall update his website by updating the status of the Corporate Debtor and specific mention regarding admission of this petition must be notified.
- xi.** The Registry is directed to send a copy of this order to the Insolvency and Bankruptcy Board of India ("IBBI") for their record.
- xii.** A certified copy of this order may be issued, if applied for, upon compliance with all requisite formalities.
- No order as to costs.

6. IP-5/2023

- i.** The present Application has been filed by a group of home buyers of the project namely 'The Belvedere' of the Corporate Debtor i.e., M/s. Sequel Buildcon Pvt Ltd. (Corporate Debtor) through their Authorized Representative (Applicant/Home buyers) under Section 60(5) of the Insolvency and Bankruptcy Code, 2016 ("IBC"

or “the Code”) read with Rule 11 of the National Company Law Tribunal Rules, 2016 (“NCLT Rules”) for intervening in (IB)-555/(ND)/2022.

- ii.** The **IP-5/2023** filed by a group of home buyers of the project namely 'The Belvedere' of the Corporate Debtor i.e., M/s. Sequel Buildcon Pvt Ltd. (Corporate Debtor) through their Authorized Representative (Applicant/Home buyers for intervening in (IB)-555/(ND)/2022 is **dismissed**. Accordingly, the **IP-5/2023** stands **disposed of**.

7. IA-6179/2022

- i.** The present Application has been filed by the Corporate Debtor i.e., M/s Sequel Buildcon Pvt Ltd (Applicant/Corporate Debtor) under Section 60(5) of the Insolvency and Bankruptcy Code, 2016 (“IBC” or “the Code”) for placing on record settlement cum early resolution proposal prior to initiation of the Corporate Insolvency Resolution Process (CIRP) against the Corporate Debtor.
- ii.** The **IA-6179/2022** filed by the Corporate Debtor i.e., M/s Sequel Buildcon Pvt Ltd (Applicant/Corporate Debtor) for placing on record settlement cum early resolution proposal prior to initiation of the Corporate Insolvency Resolution Process (CIRP) against the Corporate Debtor. It is the settled principle of law that no party can be directed to settle the dispute and we are not inclined to pass any such direction to the Financial Creditors. The IBC, 2016 is a procedural Code and the process stipulated therein needs to be followed in the letter and spirit. There is no such provision in the IBC, 2016 and in the Regulation made thereunder that allows the Corporate Debtor to file an application of early resolution. Hence, the prayer sought for in this IA-6179/2022 is vague and beyond the ambit of the IBC, 2016. We, therefore, do not deem it appropriate to entertain this application. Accordingly, the **IA-6179/2022** stands **dismissed** and **disposed of**.

8. IA-6234/2022

- i.** The present Application has been filed by Mr. Anoop Kumar Srivastava, Director and Authorized Representative of the Applicant/Corporate Debtor under Section 60(5) of the Insolvency and Bankruptcy Code, 2016 (“IBC” or “the Code”) for placing on record additional documents in support of IA-6179/2022.
- ii.** The **IA-6234/2022** filed by Mr. Anoop Kumar Srivastava, Director and Authorized Representative of the Applicant/Corporate Debtor to place on record additional documents are taken on record in support of IA-6179/2022. Accordingly, the **IA-6234/2022** stands **disposed of**.

9. IA-3671/2022

- i.** The present Application has been filed by the Corporate Debtor i.e., M/s Sequel Buildon Pvt Ltd (Applicant/Corporate Debtor) under Rule 11 of the National Company Law Tribunal Rules, 2016 (“NCLT Rules”) for seeking direction to take the Additional Affidavit filed by the Corporate Debtor on record.
- ii.** The **IA-3671/2022** filed by the Corporate Debtor i.e., M/s Sequel Buildon Pvt Ltd (Applicant/Corporate Debtor) to place on record the Additional Affidavit filed by the Corporate Debtor are taken on record. Accordingly, the **IA-3671/2022** stands **disposed of**.

**-SD-
(ATUL CHATURVEDI)
MEMBER (TECHNICAL)**

**-SD-
(BACHU VENKAT BALARAM DAS)
MEMBER (JUDICIAL)**