Insolvency Law

25/04/2024	**Global credit Capital Ltd. & Anr vs. SACH Marketing Pvt. Ltd. & Anr**	**Supreme Court of India** **Civil Appeal No. 1143 of 2022 with Civil Appeal Nos.6991-6994 of 2022**

Brief Facts:

The Appellant (Corporate Debtor) had appointed Respondent, Sach Marketing Pvt. Ltd as a sale promotor upon payment of monthly remuneration and entered into agreement for deposit of huge sum with the Corporate Debtor on payment of interest. During the Corporate Insolvency Resolution Process against the Corporate Debtor, the Resolution Professional categorized the claim of Respondent as partly Operational Credit and partly as Financial Credit. The sales promotor (Respondent) aggrieved by the categorization filed an application before the NCLT (Adjudicating Authority) which was rejected by the NCLT and approved the resolution plan. Further, Respondent appeal to the NCLAT. NCLAT held that claim of the Respondent qualifies as Financial Debt. Thereafter Appellant (Corporate Debtor) appeal to the Supreme Court.

Judgement

Hon'ble Supreme Court inter alia observed that a. There cannot be a debt within the meaning of subsection (11) of section 5 of the IB Code unless there is a claim within the meaning of sub-section (6) of section 5 of thereof; b. The test to determine whether a debt is a financial debt within the meaning of sub-section (8) of section 5 is the existence of a debt along with interest, if any, which is disbursed against the consideration for the time value of money. The cases covered by categories (a) to (i) of sub-section (8) must satisfy the said test laid down by the earlier part of sub-section (8) of section 5; c. While deciding the issue of whether a debt is a financial debt or an operational debt arising out of a transaction covered by an agreement or arrangement in writing, it is necessary to ascertain what is the real nature of the transaction reflected in the writing; and d. Where one party owes a debt to another and when the creditor is claiming under a written agreement/ arrangement providing for rendering 'service', the debt is an operational debt only if the claim subject matter of the debt has some connection or corelation with the 'service' subject matter of the transaction.

Apex Court held that the view taken by the NCLAT under the impugned judgments and orders is correct and will have to be upheld. Therefore, we confirm the impugned judgments and dismiss the appeals with no order as to costs. The Resolution Professional shall continue with the CIRP process in accordance with the impugned judgments.

For details: https://ibbi.gov.in//uploads/order/bbe1b129b0c5671d4f26635a22f06f35.pdf

April 19, 2024	**Insolvency and Bankruptcy Board of India [Appellant (s)] Vs. Satyanarayan Bankatlal Malu & Ors [Respondent (s)]**	**Supreme Court of India Criminal Appeal No.3851 of 2023**

Jurisdiction of Special Court under the Companies Act, 2013 & IBC 2016

In the above case Bombay High Court order dated 14th February 2022 held that the offences under the Companies Act, 2013 would be tried by a Special Court of Sessions Judge or Additional Sessions Judge and all other offences including under the Insolvency & Bankruptcy Code 2016 shall be tried by a Metropolitan

Magistrate or a Judicial Magistrate of the First Class. Thereafter, IBBI field an appeal before the Supreme Court against the order of High Court.

Hon'ble Supreme Court inter alia observed that Under Section 236(1) of the Code, reference is "offences under this Code shall be tried by the Special Court established under Chapter XXVIII of the Companies Act, 2013". It can thus be seen that the reference is not general but specific. The reference is only to the fact that the offences under the Code shall be tried by the Special Court established under Chapter XXVIII of the Companies Act.

Applying the principle as laid down by this Court in various judgments, since the reference is specific and not general, it will have to be held that the present case is a case of 'legislation by incorporation' and not a case of 'legislation by reference'. The effect would be that the provision with regard to Special Court has been bodily lifted from Section 435 of the Companies Act, 2013 and incorporated in Section 236(1) of the Code. In other words, the provision of Section 435 of the Companies Act, 2013 with regard to Special Court would become a part of Section 236(1) of the Code as on the date of its enactment. If that be so, any amendment to Section 435 of the Companies Act, 2013, after the date on which the Code came into effect would not have any effect on the provisions of Section 236(1) of the Code.

For details:

https://ibbi.gov.in//uploads/order/d41916d35075bc52aeed0268b1974130.pdf

12/02/2024	**Greater Noida Industrial Development Authority vs. Prabhjit Singh Soni & Anr**	**Supreme Court of India** **Civil Appeal Nos.7590-7591 of 2023 [@Diary No.3628 of 2023]**

Brief facts:

The appellant allotted, by way of lease for 90 years, to the Corporate Debtor for a residential project, by charging premium, payable in instalments subject to payment of interest as well as penal interest, while reserving right to cancel the lease and resume the demised land, subject to certain conditions. The CD committed default in payment of instalments and was served with demand cum pre-cancellation notice.

CIRP was initiated against the Corporate Debtor and RP was also appointed. The appellant submitted its proof of claim as financial creditor. The RP refused to treat the appellant as financial creditor and considered it to be an operational creditor. The appellant did not submit revised proof of claim as operational creditor and the Resolution Plan was approved. The appellant sought the cancellation of the Resolution Plan and also to consider it as financial creditor. NCLT rejected the applications and, on appeal, NCLAT as well rejected the applications. Hence the present appeal before the Supreme court.

Judgement

In our view the resolution plan did not meet the requirements of Section 30(2) of the IBC read with Regulations 37 and 38 of the CIRP Regulations, 2016 for the following reasons:

a. The resolution plan disclosed that the appellant did not submit its claim, when the unrebutted case of the appellant had been that it had submitted its claim with proof on 30.01.2020 for a sum of Rs.43,40,31,951/- No doubt, the record indicates that the appellant was advised to submit its claim in Form B (meant for operational creditor) in place of Form C (meant of financial creditor). But assuming the appellant did not heed the advice, once the claim was submitted with proof, it could

not have been overlooked merely because it was in a different Form. As already discussed above, in our view the Form in which a claim is to be submitted is directory. What is necessary is that the claim must have support from proof. Here, the resolution plan fails not only in acknowledging the claim made but also in mentioning the correct figure of the amount due and payable. According to the resolution plan, the amount outstanding was Rs. 13,47,40,819/- whereas, according to the appellant, the amount due and for which claim was made was Rs.43,40,31,951/- This omission or error, as the case may be, in our view, materially affected the resolution plan as it was a vital information on which there ought to have been application of mind. Withholding the information adversely affected the interest of the appellant because, firstly, it affected its right of being served notice of the meeting of the COC, available under Section 24 (3) (c) of the IBC to an operational creditor with aggregate dues of not less than ten percent of the debt and, secondly, in the proposed plan, outlay for the appellant got reduced, being a percentage of the dues payable. In our view, for the reasons above, the resolution plan stood vitiated. However, neither NCLT nor NCLAT addressed itself on the aforesaid aspects which render their orders vulnerable and amenable to judicial review.

b. The resolution plan did not specifically place the appellant in the category of a secured creditor even though, by virtue of Section 13-A of the 1976 Act, in respect of the amount payable to it, a charge was created on the assets of the CD. As per Regulation 37 of the CIRP Regulations 2016, a resolution plan must provide for the measures, as may be necessary, for insolvency resolution of the CD for maximization of value of its assets, including, but not limited to, satisfaction or modification of any security interest. Further, as per Explanation 1, distribution under clause (b) of sub-section (2) of Section 30 must be fair and equitable to each class of creditors. Nonplacement of the appellant in the class of secured creditors did affect its interest. However, neither NCLT nor NCLAT noticed this anomaly in the plan, which vitiates their order.

Under Regulation 38 (3) of the CIRP Regulations 2016, a resolution plan must, inter alia, demonstrate that (a) it is feasible and viable; and (b) it has provisions for approvals required and the timeline for the same. In the instant case, the plan conceived utilisation of land owned by the appellant. Ordinarily, feasibility and viability of a plan are economic decisions best left to the commercial wisdom of the COC. However, where the plan envisages use of land not owned by the CD but by a third party, such as the appellant, which is a statutory body, bound by its own rules and regulations having statutory flavour, there has to be a closer examination of the plan's feasibility. Here, on the part of the CD there were defaults in payment of instalments which, allegedly, resulted in raising of demand and issuance of pre-cancellation notice. In these circumstances, whether the resolution plan envisages necessary approvals of the statutory authority is an important aspect on which feasibility of the plan depends. Unfortunately, the order of approval does not envisage such approvals. But neither NCLT nor NCLAT dealt with those aspects.

As we have found that neither NCLT nor NCLAT while deciding the application /appeal of the appellant took note of the fact that,- (a) the appellant had not been served notice of the meeting of the COC; (b) the entire proceedings up to the stage of approval of the resolution plan were ex parte to the appellant; (c) the appellant had submitted its claim, and was a secured creditor by operation of law, yet the resolution plan projected the appellant as one who did not submit its claim; and (d) the resolution plan did not meet all the parameters laid down in sub-section (2) of Section 30 of the IBC read with Regulations 37 and 38 of the CIRP Regulations, 2016, we are of the considered view that the appeals of the appellant are entitled to be allowed and are accordingly allowed. The impugned order dated 24.11.2022 is set aside. The order dated 04.08.2020 passed by the NCLT approving the resolution plan is set aside. The resolution plan shall be sent back to the COC for re-submission after satisfying the parameters set out by the Code as exposited above. There shall be no order as to costs.

Decided on 03/01/2024	Bharti Airtel Ltd & Anr vs. Vijaykumar V. Iyer & Ors	Supreme Court of India Civil Appeal Nos. 3088-3089 of 2020

Brief facts:

The present appeals raise an interesting question on the right to claim set-off in the Corporate Insolvency Resolution Process, when the Resolution Professional proceeds in terms of clause (a) to sub-section (2) of Section 25 of the Insolvency and Bankruptcy Code, 20161 to take custody and control of all the assets of the corporate debtor.

The dispute emanates from the 8 spectrum trading agreements entered into by Bharti Airtel Ltd and Bharti Hexacom Ltd (Airtel entities) with Aircel Ltd and Dishnet wireless Ltd (Aircel entities) for purchase of the right to use the spectrum allocated to the latter in the 2300 MHz band. Corporate Insolvency Resolution Process was initiated against Aircel entities. Airtel filed its claim and RP of the Aircel adjusted certain claim owed by airtel to Aircel.

Judgement

In the present case we are examining and concerned with the provisions as applicable to the Corporate Insolvency Resolution Process in Chapter II Part II of the IBC.

Having examined the different concepts of set-off including insolvency set-off, we would now like to examine the contentions raised by the parties with reference to the provisions of the Corporate Insolvency Resolution Process under the IBC. Further, the provisions relating to Chapter II Part II being explicit and not ambiguous, do not require purposive interpretation. We should, however, take on record that the UNCITRAL guide does distinguish between the set-off obligations maturing prior to the commencement of the insolvency proceedings and set-off obligations after the commencement of the insolvency proceedings.

On the aspect of mutual dealings and also equity, it is to be noted that adjustment of the inter-connect charges are under a separate and distinct agreement. The telephone service providers use each other's facilities as the caller or the receiver may be using a different service provider. Accordingly, adjustments of set-off are made on the basis of contractual set-off. These are also justified on the ground of equitable set-off. The set-off to this extent has been permitted and allowed by the Resolution Professional. The transaction for purchase of the right to use the spectrum is an entirely different and unconnected transaction. The agreement to purchase the spectrum encountered obstacles because the DoT had required bank guarantees to be furnished. Accordingly, Airtel entities, on the request of Aircel entities had furnished bank guarantees on their behalf. The bank guarantees were returned and accordingly Airtel entities became liable to pay the balance amount in terms of the letters of understanding. The amounts have become payable post the commencement of the Corporate Insolvency Resolution Process. For the same reason, we will also reject the argument that by not allowing set-off, new rights are being created and, therefore, Section 14 of the IBC will not be operative and applicable. Moratorium under Section 14 is to grant protection and prevent a scramble and dissipation of the assets of the corporate debtor. The contention that the "amount" to be set-off is not part of the corporate debtor's assets in the present facts is misconceived and must be rejected.

Having considered the contentions raised by the appellant Airtel entities in detail, and in light of the provisions of the IBC relating to the Corporate Insolvency Resolution Process, we do not find any merit in the present appeals and the same are dismissed. There will be no order as to costs.

Decided on 22/05/2024	Shubham Corporation Private Ltd vs. Kotoju Vasudeva Rao RP of Navayuga Infotech Private Limited & Ors	NCLAT Company Appeal (AT) (CH) (Insolvency) No.163 of 2023

Brief facts:

The IRP received a claim from the Appellant herein. The IRP after verifying the same, approved the claim as Financial Debt, included the Appellant in the List of Financial Creditors and reconstituted the CoC including Appellant as Member and filed IA No. 1384/2022 before the Ld. NCLT, Hyderabad to bring on record the updated summary of claims and the reconstituted CoC. The Operational Creditor/Respondent in the said IA filed counter before the Ld. NCLT seeking directions to the IRP to re-examine the claim of the Appellant and consequential reconstitution of CoC.

The Ld. NCLT considered the objections raised by the Operational Creditor that the Appellant herein cannot be included in the list of Financial Creditors. After examining the Debenture Subscription Agreement (hereinafter referred to as 'DSA'), the Ld. NCLT held that the inclusion of the Appellant herein in the list of Financial Creditors is impermissible under law and consequently the prayer to receive the revised list of members of CoC is unacceptable and is liable to be rejected. The said IA was dismissed thereby the Appellant was not accepted as Financial Creditor and the revised CoC was not taken on record.

Judgement

It is an admitted fact that the Appellant herein was a debtor of sum of Rs. 110,85,44,776/- and that the Corporate Debtor had offered to issue Compulsory Convertible Debentures (CCD) carrying 0% interest to the Appellant in lieu of the said debt. The said offer was made vide letter dated 03.02.2020 which is available at page 85 of the Appeal Paper Book. The said offer for issuance of Zero-Coupon CCDs was accepted by the Appellant vide letter dated 14.02.2020 which is at page 86 of the Appeal Paper Book.

Thereafter, on 02.03.2020, the Corporate Debtor and the Appellant entered into Debenture Subscription Agreement (DSA). The terms and conditions of the CCDs are defined in Annexure A available at page 99 of the Appeal Paper Book, according to which CCDs shall be of face value of Rs. 10/- and shall be freely transferable. The CCDs can be converted into equity shares at any time before the expiry of 10 years from the date of allotment of CCDs and if no such option is exercised, such CCDs will automatically be converted to equity shares as per conversion formula given in clause 2.3 of the Annexure. The equity shares allotted on conversion of the CCDs shall carry the right to receive all dividends and other distributions and shall rank pari passu with the existing equity shares of the Company. On conversion of CCDs into equity shares, the Appellant will be eligible for rights proportional to its shareholding and as mutually agreed with the Company.

The perusal of the relevant clauses of the DSA, Annexure A of the DSA and the Debenture Certificate clearly shows that the only obligation of the Corporate Debtor was to issue shares in exchange of the said debentures. These debentures are not interest bearing and are Zero Coupon CCDs. As per the DSA, the debentures have to be compulsorily converted into shares and do not carry any obligation towards repayment of the original debt. The Appellant, through the DSA dated 02.03.2020 and issue of CCD Certificate dated 31.03.2020, had voluntarily and contractually given up any right whatsoever to receive repayment of principal or interest. It is now entitled only to receive shares at end of tenure, or earlier, if it so opts. The Corporate Debtor was admitted into CIRP on 16.09.2022, much after the extinguishment of right of repayment of the Appellant under DSA dated 02.03.2020 and issue of Debenture Certificate on

31.03.2020.

The issue to be decided in this case, therefore, is whether the Compulsorily Convertible Debentures which do not carry any obligation to repay should be treated as debt or as equity, while admitting the claim under IBC. Similar issue was examined by this Tribunal in the case of *M/s IFCI Limited vs Sutanu Sinha, Company Appeal (AT) (CH) (Ins.) No. 108/2023 vide order dated 05.06.2023*. The said judgment has been upheld by the Hon'ble Supreme Court of India in Civil Appeal No. 4929/2023 vide judgment dated 09.11.2023. Since this is the latest judgment under IBC by the Hon'ble Apex Court, we shall be guided by it in our decision. In the said judgment of IFCI cited supra, upheld the decision of NCLT and NCLAT for treatment of CCD as equity.

The salient clauses of the DSA have been reproduced earlier. An examination of the DSA shows that the debentures issued to the Appellant were compulsorily convertible into equity and the only option to the Appellant was to get it converted to shares even prior to the stipulated period of 10 years, failing which the CCDs were to automatically convert into equity shares at the end of 10 years. There was no liability or obligation to repay the debt.

We have noted the guidance approved by the Hon'ble Supreme Court in stating in para 23 of the IFCI judgment cited supra that it is not advisable for court to supplement or add to commercial contract. The DSA between the Appellant and the Corporate Debtor clearly had no clause regarding repayment and no clause regarding any option other than conversion of the debentures into shares. A convertible debenture can be regarded as ''debt'' or ''equity'' based on the test of liability for repayment. If the terms of convertible debentures provide for repayment of borrower's principal amount at any time, it can be treated as a debt instrument but if it does not contemplate repayment of the principal amount at any time, that is, if it compulsorily leads to conversion into equity shares, it is nothing but an equity instrument. Respectfully following the judgment of the Hon'ble Supreme Court in the case of *M/s IFCI Limited vs. Sutanu Sinha & Ors., cited supra*, we hold that the compulsorily convertible debentures held by the Appellant are equity instrument and accordingly, we do not find any reason or justification to interfere in the impugned order of the Adjudicating Authority. In the result, the Appeal is dismissed. All related IAs pending, if any, are closed. No order as to costs.

November 21, 2023	**Ramkrishna Forgings Limited (Appellant) Vs. Ravindra Loonkar, Resolution Professional of ACIL Limited & Anr.(Respondents)**	**Supreme Court of India** **Civil Appeal No.1527 of 2022**

Committee of Creditors (CoC) decision is not to be subjected to unnecessary judicial scrutiny and intervention under IBC

Brief Facts

Application seeking approval of a Resolution Plan for ACIL Limited i.e. the "Approval Application" was kept in abeyance by NCLT while directing the Official Liquidator to carry out a re-valuation of the assets of the Corporate Debtor and to provide exact figures/value of the assets and exact valuation details. Further, the "NCLAT" upheld the order passed by the NCLT. The present appeal under Section 62 of IBC before the Hon'ble Supreme Court against the Impugned Judgment passed by the NCLAT.

Judgement

Hon'ble Supreme Court inter alia observed that having considered the matter in depth, the Court is unable

to uphold the decisions rendered by the Adjudicating Authority-NCLT as also the NCLAT. The moot question involved is the extent of the jurisdiction and powers of the Adjudicating Authority to go on the issue of revaluation in the background of the admitted and undisputed factual position that no objection was raised by any quarter with regard to any deficiency/irregularity, either by the RP or the appellant or the CoC, in finally approving the Resolution Plan which was sent to the Adjudicating Authority-NCLT for approval. Further, the statutory requirement of the RP involving two approved valuers for giving reports apropos fair market value and liquidation value was duly complied with and the figures in both reports were not at great variance. Significantly, the same were then put up before the CoC, which is the decision-maker and in the driver's seat, so to say, of the Corporate Debtor***. K Sashidhar*** *(supra) and* ***Committee of Creditors of Essar Steel India Ltd****. (supra)* are clear authorities that the CoC's decision is not to be subjected to unnecessary judicial scrutiny and intervention. This came to be reiterated in ***Maharashtra Seamless Limited*** *(supra),* which also emphasised that the CoC's commercial analysis ought not to be qualitatively examined and the direction therein of the NCLAT to direct the successful Resolution Applicant to enhance its fund flow was disapproved of by this Court. Thus, if the CoC, including the FC(s) to whom money is due from the Corporate Debtor, had undertaken repeated negotiations with the appellant with regard to the Resolution Plan and thereafter, with a majority of 88.56% votes, approved the final negotiated Resolution Plan of the appellant, which the RP, in turn, presented to the Adjudicating Authority-NCLT for approval, unless the same was failing the tests of the provisions of the Code, especially Sections 30 & 31, no interference was warranted. In ***Kalpraj Dharamshi v Kotak Investment Advisors Limited, (2021) 10 SCC 401,*** the Court concluded that '… ***in view of the paramount importance given to the decision of CoC, which is to be taken on the basis of "commercial wisdom",*** NCLAT was not correct in law in interfering with the commercial decision taken by CoC by a thumping majority of 84.36%.' (Para 27)

For Details:

https://ibbi.gov.in//uploads/order/27af15307f30c2cddcbfa2134bb676f7.pdf

November 09, 2023	**Dilip B Jiwrajka{Petitioner(s)} Vs. Union of India & Ors {Respondent(s)}**	**Supreme Court of India** **Writ Petition (Civil) No 1281 of 2021**

Section 95 to Section 100 of the IBC are not unconstitutional as they do not violate Article 14 and Article 21 of the Constitution

Hon'ble Supreme Court while upholding the constitution validity of Section 95-100 of the Insolvency and Bankruptcy Code (IBC), held that (i) No judicial adjudication is involved at the stages envisaged in Sections 95 to Section 99 of the IBC; (ii) The resolution professional appointed under Section 97 serves a facilitative role of collating all the facts relevant to the examination of the application for the commencement of the insolvency resolution process which has been preferred under Section 94 or Section 95. The report to be submitted to the adjudicatory authority is recommendatory in nature on whether to accept or reject the application; (iii) The submission that a hearing should be conducted by the adjudicatory authority for the purpose of determining 'jurisdictional facts' at the stage when it appoints a resolution professional under Section 97(5) of the IBC is rejected. No such adjudicatory function is contemplated at that stage. To read in such a requirement at that stage would be to rewrite the statute which is impermissible in the exercise of judicial review; (iv) The resolution professional may exercise the powers vested under Section 99(4) of the IBC for the purpose of examining the application for insolvency resolution and to seek information on matters relevant to the application in order to facilitate the submission of the report recommending the acceptance or rejection of the application; (v) There is no violation of natural justice under Section 95 to Section 100 of

the IBC as the debtor is not deprived of an opportunity to participate in the process of the examination of the application by the resolution professional; (vi) No judicial determination takes place until the adjudicating authority decides under Section 100 whether to accept or reject the application. The report of the resolution professional is only recommendatory in nature and hence does not bind the adjudicatory authority when it exercises its jurisdiction under Section 100; (vii) The adjudicatory authority must observe the principles of natural justice when it exercises jurisdiction under Section 100 for the purpose of determining whether to accept or reject the application; (viii) The purpose of the interim-moratorium under Section 96 is to protect the debtor from further legal proceedings; and (ix) The provisions of Section 95 to Section 100 of the IBC are not unconstitutional as they do not violate Article 14 and Article 21 of the Constitution.

For Details:

https://ibbi.gov.in//uploads/order/8cba2a0679dcbeae29ba4ca27e5b8c08.pdf

31/08/2023	**Giriraj Enterprises (Appellants) vs. Regen Powertech Private Limited & Others (Respondents)**	**National Company Law Appellate Tribunal** **At Chennai** **Comp App (AT) (CH) (Ins) Nos. 323, 328, 334, 335 & 340/2021 & 88,96,104 & 6/2022**

Group Insolvency Approach in Corporate Insolvency Resolution Process (CIRP) Framework

The Hon'ble NCLAT, Chennai in the above case referred the Principal Bench, NCLAT in the matter of *'Oase Asia Pacific Pte Limited Vs. Axis Bank and other Financial Creditors & Ors.' in Company Appeal (AT) (Ins) No. 780/2020* has reconfirmed the following parameters to be met with respect to Consolidation of CIRPs:

a) Common Control b) Common Directors c) Common Assets d) Common Liabilities e) Inter-dependence f) Inter-lacing of Finance g) Pooling of Resources h) Co-existence for survival i) Intricate Link of Subsidiaries j) Inter-twined Accounts k) Inter-looping of Debts l) Singleness of Economic Units m) Common Financial Creditors n) Common Group of Corporate Debtors.

NCLAT, Chennai inter alia observed that a Resolution Plan of a parent Company necessarily deals with the assets of the parent Company which would include its shares in the Subsidiary Companies, so much so that a Successful Resolution Applicant would also receive the control of the Securities. Insolvency Jurisprudence is still evolving in India and there are situations where the destiny of one Company is linked with another and if such linked Companies are resolved together there may be maximisation of value of assets and the possibility of revival could be much higher. In this background, the Insolvency and Bankruptcy Board of India (hereinafter referred to as 'IBBI') constituted a Working Group on 17/01/2019 to recommend a complete framework to facilitate Insolvency Resolution in a group. The Working Group (hereinafter referred to as 'WG') gave its recommendations on 23/09/2019 for the framework of procedure of Group Companies as 'Report of the Working Group on Group Insolvency'. The recommendations of the WG include Holding, Subsidiary and Associate Companies; elements of proposed framework which include Applications to be filed against all Corporate Debtors who have defaulted and are part of the Group; a single Insolvency Professional and a single 'Adjudicating Authority'; creation of a Group Creditors' Committee and group co-ordination Proceedings.

Further, NCLAT, Chennai opined that though we do not wish to set the clock back, this Tribunal is ***deeply conscious of the scope and intent of the Code, wherein 'Synergy' and 'Value Addition' of the assets***

ought to be the driving force…….. .

For details:

https://ibbi.gov.in//uploads/order/d1b2399198e13bd6e3973b03af1dc98b.pdf