

IN THE NATIONAL COMPANY LAW TRIBUNAL
CUTTACK BENCH

MA No. 125/CTB/2020
in
TP No. 205/CTB/2019
[earlier CP (IB) No.1664/MB/2017]

In the matter of

An application under section 30(6) for approval of Resolution Plan
under section 31(1) of the Insolvency and Bankruptcy Code, 2016

And

In the matter of:

INDIABULLS REAL ESTATE COMPANY PVT. LTD.

...Operational Creditor

Versus

CREST STEEL AND POWER PVT. LTD.

...Corporate Debtor

And

KSHITIZ CHHACHHARIA Resolution Professional of the Corporate Debtor,
residing at Grant Thornton, 16th Floor, Tower II, Indiabulls Finance Centre, S B
Marg, Elphinstone (W), Mumbai- 400 013.

...Applicant

Coram:

Shri Rajasekhar V. K.	:	Member (Judicial)
Shri Satya Ranjan Prasad	:	Member (Technical)

Appearances (through video conferencing)

For the Resolution Professional	:	Mr. Joy Saha, Senior Adv. Mr. Nakul Sachdeva Mr. Haripad Mohanty Mr. Damandeep S. Bhalla i/b L&L Partners, Advocates
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Order reserved on: 12.08.2021

Order pronounced on: 01.11.2021

ORDER

Per: Satya Ranjan Prasad, Member (Technical)

1. This Application MA No.125/2020 in CP (IB) No.1664/MB/2017 (*in the matter of Crest Steel & Power Limited*), has been filed by Mr. Kshitiz Chhawchharia, Resolution Professional of Crest Steel & Power Pvt. Ltd., (*referred to as 'Corporate Applicant/Corporate Debtor'*), under section 30(6) read with section 31(1) of the Insolvency & Bankruptcy Code (IBC), seeking approval by this Adjudicating Authority for the Resolution Plan submitted by a consortium of Nithia Capital Resources LLP and Mr. Jai Saraf, for resolution of the corporate applicant.

Applications by the Corporate Applicant and orders thereon

2. The Corporate Debtor is a Company, incorporated on 25.05.2004, with the Registrar of Companies, Chhattisgarh. The Corporate Debtor had entered into a Leave & Licence Agreement dated 14.11.2013, with the Operational Creditor, to take certain premises on lease. Thereafter, the Corporate Debtor sent a Notice for termination of the aforesaid lease on 30.11.2016. However, since the Corporate Debtor sought to terminate the aforesaid Agreement within the lock-in period, it was claimed by the Operational Creditor that the Corporate Debtor was liable to tender license fees for the unexpired period. In light of the aforesaid, the Operational Creditor filed an Application under Section 9 of the said Code, read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016, on 28.11.2017, bearing Company Petition no. CP(IB) No. 1664/MB/2017. The aforesaid Petition was admitted by the National Company Law Tribunal, Mumbai Bench vide order dated 11.03.2019. Mr.

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Ashish Singh [IBBI Reg. No. IBBI/IPA-002/IP-N00416/2017-18/11230]
was appointed as the IRP.

3. Although, the Interim Resolution Professional was appointed vide Order dated 11.03.2019 by NCLT, Mumbai Bench, the said order was received only on 22.04.2019 and accordingly there was a delay in initiating the CIRP process owing to the aforesaid reason, under the IRP. This being the case, the RP subsequently earlier moved an application, before the NCLT, Cuttack, *inter alia*, seeking the insolvency commencement date to be declared as 22.04.2019. Subsequently, vide Order dated 13.08.2019 it was held that the CIRP commencement date ("CIRP Commencement Date") shall be on and from 22.04.2019. The first COC meeting was convened on 22.05.2019, wherein the COC resolved to appoint the Applicant as the Resolution Professional, thereby replacing the earlier IRP.
4. Thereafter, an application was preferred by SBI, the lead lender for appointment of the present Applicant as the RP and this Tribunal by its order dated 09.07.2019, which was communicated to the Applicant on 17.07.2019, replaced the IRP and appointed the Applicant as the Resolution Professional of the Corporate Debtor.
5. In light of the aforesaid Order dated 22.04.2019, the CIRP commenced on 22.04.2019 and accordingly the period of 180 days from the aforesaid date was due to expire on 10.09.2019. However, the Resolution Professional preferred an Application bearing IA No. 95/CTB/2019 for extension of the CIRP period by 90 days under the provision of Section 12(2) of the Code. The aforesaid Application was allowed vide Order dated 05.09.2019, and thereafter the CIRP period was then scheduled to conclude on 17.01.2020. Subsequently, the Resolution Professional preferred an application bearing CA (IB) No. 77/CTB/2019 for exclusion of 57 days from the CIRP period. Considering the grounds mentioned in the aforesaid Application, the same

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was allowed vide Order dated 16.01.2020, and resultantly the CIRP period was scheduled to conclude on 14.03.2020.

6. Thereafter, the Resolution Professional preferred another Application bearing IA No. 65/CTB/2020 for exclusion of 21 days from the CIRP period. The aforesaid Application was allowed vide Order dated 12.03.2020, and resultantly the CIRP period was scheduled to conclude on 04.04.2020.

Appointment of IRP/RP and public announcements and constitution of CoC

7. Subsequently, a public announcement in respect of initiation of the CIRP and calling for submission of claims under Section 15 of the said Code was made by the IRP on 22.04.2019 by:
- submission of public announcement to the Insolvency and Bankruptcy Board of India on 22.04.2019 for placing on its website;
 - publication in the following newspapers on the following dates:

S. No.	Region	Newspaper	Language	Date published
1.	Mumbai	Financial Express	English	24.04.2019
2.	Mumbai	Navakaal	Marathi	24.04.2019
3	Raipur	Swadesh	Hindi	24.04.2019
4	Raipur	Times of India	English	24.04.2019

8. Copies of the public announcements were made available on the website of the Insolvency and Bankruptcy Board of India and published in the newspapers as mentioned above and on the website of the Corporate Debtor.
9. The IRP constituted a Committee of Creditors ("CoC") of the Corporate Debtor pursuant to Section 21 of the said Code and pursuant to Section 29 of the Code read with Regulation 36(2) of the CIRP Regulations, an Information Memorandum (hereinafter referred to as "IM") was prepared by the Resolution Professional (hereinafter referred to as the "RP") in such

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form and manner containing such relevant information as specified under the CIRP Regulations for formulating a Resolution Plan.

10. The RP has stated that as on date of filing of the IA, the verified and admitted financial debt of Corporate Debtor stood at ₹3118.73 crore (para 1.1(i) of Part B at page 18 of the Resolution Plan).

List of Creditors

Sl. No.	Name of Creditor	Voting Share (%)
1.	State Bank of India	34.38%
2.	Punjab National Bank	20.08%
3.	Oriental Bank of Commerce	7.98%
4.	Allahabad Bank	7.70%
5.	Bank of India	5.38%
6.	Andhra Bank	5.19%
7.	UCO Bank	4.66%
8.	Bank of Baroda	6.20%
9.	JM Finance Asset Reconstruction Private Limited	3.66%
10.	Canara Bank	2.48%
11.	Syndicate Bank	1.20%
12.	Chhattisgarh Rajya Gramin Bank	1.09%
TOTAL		100%

Appointment of valuers

11. M/s Kakode & Associates with their partners i.e., Mr. Anil Pai Kakode (Plant & Machinery), Mr. Sunil Apte (Land & Building) and Mr. Vishnu Upadhyay (Financial Assets) were appointed as the registered valuers qua the Corporate Debtor.

Appointment of Process Advisor

12. The CoC appointed M/s RBSA Advisors as Process Advisor for evaluating the resolution plans.

The Resolution Applicants

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13. Initially the RP received the following six resolution plans, which were discussed at the tenth meeting of the CoC that was convened on 10.12.2019:

x	Name of the Resolution Applicant
1	Real Ispat and Power Limited
2	Sunil Kumar LLP
3	Orissa Metaliks Pvt. Ltd.
4	Nithia Capital Resources Advisors LLP
5	Gaurav Jain
6	Sesa Resources Limited (Vedanta group)

14. Subsequently, by the seventeenth meeting of the CoC, which was convened on 04.03.2020, the RP informed that the SRAs had submitted their revised Resolution Plans incorporating their final bids as made on 24.02.2020 on 03.03.2020. Then officials of M/s RBSA Advisors presented their evaluation of the bids of each of the SRA, therein ranking Nithia Capital Resources Advisors LLP and Mr. Jai Saraf as the best resolution plan based on the evaluation matrix approved by the CoC, followed by Sunil Kumar Agarwal LLP and lastly, Orissa Metaliks Ltd.

Nithia's Resolution Plan – consideration by CoC

15. The RP, along with his advisors, evaluated Nithia's plan. He also obtained written clarifications on several aspects. The matter was also discussed at various meetings of the CoC held on 07.01.20120, 22.01.2020, 06.02.2020, 24.02.2020, 04.03.2020 and 12.03.2020. After concluding that Nithia's Resolution Plan conformed to the law, the RP presented the plan to the CoC for consideration and approval.
16. Based on the discussions at the CoC meeting of 25.03.2019, the RA submitted a revised plan on 23.03.2020, which was found to be compliant with the IBC. The Resolution Applicants state that they do not suffer from the ineligibilities set out in section 29A of the IBC.

17. The CoC at its 20th meeting held on 24.03.2020 approved Nithia's Resolution Plan by a majority of 96.34%, which is more than the statutory minimum of 66%. The CoC also authorized the RP to file necessary application under section 30(6) of the IBC for approval of this Adjudicating Authority under section 31(1) of the IBC.
18. The RP has also submitted a detailed checklist showing compliance with the various provisions of the IBC and the Insolvency & Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

Salient features of the Resolution Plan

Profile of RA and structure of consortium

19. For the purposes of the Resolution Plan, the resolution applicants are:
 - (i) Nithia Capital Resources Advisors LLP, a limited liability partnership incorporated under Limited Liability Partnership Act, 2000 and having its corporate office at 2nd Floor, Berkeley Square House, Berkeley Square, London W1J 6BD, its Affiliates or wholly owned subsidiaries to be set up (which shall be in compliance with Section 29A of the IBC) ("Nithia"); and
 - (ii) Mr. Jai Saraf, Chief Executive Officer of Nithia Capital Resources Advisors LLP ("Jai" together with Nithia referred to as "Resolution Applicants").
20. The Resolution Applicants have proposed to implement this Resolution Plan (or any part hereof) through a special purpose vehicle ("SPV") (which is in compliance with Section 29A of the IBC) incorporated for this purpose by the Resolution Applicants.
21. Pursuant to the Resolution Plan, an SPV will be incorporated in which the Resolution Applicants will initially either directly (or indirectly through

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intermediate holding company(ies)) hold 100% of the equity of the SPV (with an option to divest up to 49% of the equity at any time prior to or on or after the Closing Date). It is clarified that any change in the shareholding of the Company within a period of 1 (one) year from the Closing Date will require the approval of the lenders who are continuing with the Company as lenders, by majority of 66% by value.

Proposal to turn around the Corporate Debtor

22. The Resolution Applicants state that there is fundamental value in the Company, which through financial and operational restructuring can create value for all Stakeholders. The Business of the Company suffered from amongst other things, economic downturn and the financial stress prevalent in the iron and steel industry and over-leveraging and the Resolution Applicants intend to optimize the capital structure to address the basic cause of financial distress.
23. The Resolution Applicants will use a combination of volume increase, productivity improvements, cost efficiencies; process improvements and automation; alignment of management and workers' interest to the performance of the Company. Improvement in volume and productivity of the Company will be done through completion of incomplete projects and new capital expenditure programmes (through internal accruals of the Company or equity infusion).

Commercial functions

24. The Resolution Applicants propose to appoint senior personnel with a long track record of procurement in the steel industry, for the procurement of raw materials and key materials. Procurement function will be carried out on an arms-length basis and all contracts with related and affiliated parties will be terminated and/or brought under arm's length.
25. The Resolution Applicants also propose to appoint senior personnel with an extensive experience in marketing and selling of these products which

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will be backed by the production planning team. Production planning team will assist the operations team on the target production levels on a weekly, fortnightly, monthly and quarterly basis. The Resolution Applicants will also appoint production planning and quality control team to assist the marketing head on maintaining quality and timely delivery of products.

26. The Company will sell its products in the market through all channels viz., directly to steel manufacturers and stockists, however, the Resolution Applicants are going to dispense with all the current arrangements of selling products through existing Promoter related affiliates or Promoter connected parties.
27. The Resolution Applicants will try to achieve the best realizations on the products. However, in the business plan, selling prices of finished products in the projected financials have been considered based on historical trends which are sustainable on long-term keeping in perspective of all steel cycles.

Working capital and capital expenditure

28. Currently, there are no operations as the plant is shutdown. Prior to such shutdown also, the operations were suffering due to lack of sufficient working capital which was a constraint to achieve optimum capacity utilizations and economies of scale. The plant is said to have some inventory balance in the form of raw material, work-in-progress, finished products and stores and spares. As per the Resolution Plan, it has been sought to maintain that level of inventory till the Resolution Applicants take over the operations of the Corporate Debtor. The Resolution Applicants propose an amount of ₹20 Crore out of the Fund Infusion to meet the working capital requirement of the Corporate Debtor.
29. During initial period of operations, the Resolution Applicants propose to sell products on spot basis, which will help in building up sufficient raw material balance in the plant. Going forward, the Resolution Applicants will gradually increase credit to customers and balance the requirement of

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working capital in the plants. The Resolution Applicants endeavor to build up optimum level of working capital in the company to achieve the maximum utilization of capacities.

30. Furthermore, the Resolution Applicants are proposing to incur the following capital expenditure:

Commissioning of Pellet capacities

- (a) For achieving the pellet plant commissioning with a capacity of 1.2 MTPA, the Resolution Applicants propose to complete balance capex on priority basis. As per details available in the Virtual Data Room and lenders' independent engineer's reports presented, majority of capex has been incurred and the Resolution Applicants will incur the additional amount that may be required for completion of capacities.

Expansion of Sponge and Power capacities along with Railway Siding

- (b) The Resolution Applicants propose to commence the capital expenditure on the Sponge, Power capacities and on Railway Siding after commissioning of the pellet plant. As per details available in the Virtual Data Room, these capacities are at an advances stage of completion.

Infusion of capital

- (c) The Resolution Applicants intend to infuse ₹80 Crore (Rupees Eighty Crore Only) by way of a Fund Infusion (as defined hereinafter) within 12 months of the Closing Date (of which ₹50 Crore will be infused within 6 months of the Closing Date) to fund the capex expansion plan in relation to the pellet plant and the captive power plant, to the extent as may be necessary to run the pellet plant ("Expansion Plan") without any obligation on the existing COC members to provide such funds. The

Resolution Applicants propose to enter into a fixed price EPC contract with a reputed contractor for completion of the Expansion Plan.

Treatment of stakeholders

31. The Resolution Plans provide for the interests of all Stakeholders (ref: Section 1.2 (Financial Proposal) of Part B (Financial Proposal) and Section 2 (Treatment of Stakeholders) of Part B (Financial Proposal) of the Resolution Plan).
32. The Resolution Plan provides for amounts (in Rs./ crore) to various classes of stakeholders as follows: -

Sl. No.	Category of Stakeholder*	Amount Claimed	Amount Admitted	Amount Provided under the Plan#	Amount Provided to the Amount Claimed (%)
1	Secured Financial Creditors	2,553.45	2,553.40	279.93	10.96%
2	Unsecured Financial Creditors	2,387.40	565.68	21.07	0.88%
3	Operational Creditors	1,197.51	532.62	15.00	1.25%
4	Other Debts and Dues	-	-	-	-
Grand Total		6,138.36	3651.70	316.00	

Timelines within which amounts will be paid to the operational creditors, employees etc.

33. The Resolution Applicants propose to make a total payment of an amount not exceeding ₹316,00,00,000 (Rupees Three Hundred and Sixteen Crore Only) ("Upfront Payments") for resolution of the Corporate Debtor / Corporate Applicant in terms of the provisions of the IBC.
34. Furthermore, it is proposed that the Upfront Payments shall be utilized for the full and final satisfaction and discharge of all Claims and debt against

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the Corporate Debtor of all the Stakeholders (including the Financial Creditors, Dissenting Financial Creditors, Operational Creditors (including Workmen and Employees and Government and Statutory Authorities), Other Creditors or any other Person to whom any amount is due be paid pursuant to this Resolution Plan, if any, excluding the CIRP Cost). The manner of distribution of the Upfront Payments shall be as follows:

- A. Payment of ₹15,00,00,000 (Rupees Fifteen Crore Only) for payment to all the Operational Creditors (including Workmen and Employees). The distribution between and amongst Operational Creditors inter se shall be determined by the COC, in accordance with the Applicable Law;
 - B. Payment to Mandatory Dissenting Financial Creditor in priority to any payment to Approving Financial Creditors;
 - C. The balance amount to be distributed between and amongst the Approving Financial Creditors on such terms and proportion as determined by the COC, in accordance with the Applicable Law.
35. It is submitted by the Resolution Applicants that the manner of distribution of the Upfront Payments shall be ultimately as determined by the COC, in accordance with Applicable Law. Upon approval of this Resolution Plan by the Adjudicating Authority in accordance with the Code, such manner of distribution will be binding on all the Stakeholders of the Corporate Debtor.
36. The Excess CIRP Costs will be paid in full and in priority to any other Creditor of the Corporate Debtor. Based on the information available in the Virtual Data Room, the Resolution Applicants understands that the estimated CIRP Cost for the period till March 3, 2020 is approximately ₹22 Crore (Rupees Twenty-Two Crore Only). The Resolution Applicants do not anticipate the CIRP Costs to exceed ₹25 Crore (Rupees Twenty-Five Crore Only) till the Effective Date. Any CIRP Costs will be paid out of the internal

accruals of the Corporate Debtor on the Closing Date. In case the cash flows of the Corporate Debtor on or before the Closing Date are not sufficient to meet the entire CIRP Cost, then such Excess CIRP Cost upto ₹25 Crore shall be paid by the Resolution Applicants. In case the CIRP Cost is above ₹25 Crore, the same shall be proportionately deducted from the Upfront Payment to FCs.

Proposed Scheme of Arrangement & Demerger

37. The Resolution Applicants proposes to split / demerge the Corporate Debtor into 2 (two) separate and distinct legal entities pursuant to a scheme of demerger ("Demerger"). The Demerger will, inter alia, has been stated to be beneficial as it will allow the businesses and activities of the Demerged Company and the Resulting Company to be carried on more economically, conveniently and advantageously following the Demerger and the same will have beneficial results for the Demerged Company and the Resulting Company, their Stakeholders and all concerned.

Capital Reduction:

38. The Company shall undertake a capital reduction, whereby all the equity shares and preference shares of the Company held by any Person on a fully diluted basis shall stand cancelled and extinguished, without any pay-out, or cash consideration to the Financial Creditors, Operational Creditors, Employees and Workmen, statutory creditors, Other Creditors, other third parties, the existing shareholders and any other Person, under the provisions of the Companies Act, 2013 ("Capital Reduction"). The face value of the equity shares so cancelled shall be transferred to the capital reserve of the Company.
39. The Corporate Debtor would not involve either a diminution of liability in respect of unpaid share capital, if any, or payment to any shareholder of any

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unpaid share capital. The Corporate Debtor is undergoing CIRP; therefore, the existing value of the share capital of the Corporate Debtor is NIL.

40. The Capital Reduction of the Corporate Debtor shall be effected as an integral part of this Resolution Plan by the NCLT order without any further act, deed or instrument. Implementation of the Resolution Plan in terms of the NCLT order shall be deemed to be due compliance of all provisions of Applicable Law in this regard (including Section 66 of the Companies Act, 2013). However, all applicable forms shall be filed with the appropriate authorities along with prescribed filing fee.
41. Further, the Corporate Debtor would not involve either a diminution of liability in respect of unpaid share capital, if any, or payment to any shareholder of any unpaid share capital. The Corporate Debtor is undergoing CIRP; therefore, the existing value of the share capital of the Corporate Debtor is NIL.

Capital Infusion:

42. Simultaneous with the step above, the SPV along with the Incoming Shareholders (who shall be compliant with Section 29A of the IBC) shall together subscribe to equity shares of the Company for such amount as may be determined by the Resolution Applicants in their sole and absolute discretion.
43. Pursuant to the same, the SPV along with the Incoming Shareholders shall hold 100% (one hundred per cent) of the share capital of the Corporate Debtor and acquire control of the Corporate Debtor.
44. After the Demerger as set out hereinbelow, the SPV along with the Incoming Shareholders shall hold 95% of the share capital of the Demerged Company and the Financial Creditors who vote in favour of the Resolution Plan shall hold 5% of the share capital of the Demerged Company in the

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manner specified in Section 1.2.1 (Summary Proposal) of Part B (Financial Proposal) of the Resolution Plan. It is clarified in the Plan that that the Demerged Company shall hold 100% of the Resulting Company.

45. Further, on and from the Closing Date, all existing directors of the Company shall be deemed to have resigned and vacated their office, and the board of directors of the Company shall be re-constituted by the Resolution Applicants in accordance with Applicable Law (including the applicable requirements of appointing independent directors)

Supervision of the Implementation Schedule by Monitoring Committee:

Post the Effective Date and prior to the Closing Date:

46. During the period between the Effective Date and the Closing Date, a monitoring committee shall be constituted ("Monitoring Agency") which shall comprise of (i) 2 (Two) representatives of the Financial Creditors; ii) 2 (Two) representatives of the Resolution Applicants; (iii) Insolvency Professional (iv) 1 (One) external expert nominated by the Resolution Applicants and the Approving Financial Creditors. All decisions of the Monitoring Agency shall be taken by way of majority decision, which majority shall comprise of at least one representative of the Resolution Applicants.
47. The Resolution Applicants shall (prior to the Effective Date) agree on the fees, costs and expenses which may be incurred by the Monitoring Agency in discharging its duties as set out above and for continuing the Business of the Company and legal fees that may be incurred by them from the Effective Date till the Closing Date (the "Monitoring Agency Costs"). The Monitoring Agency Costs shall be funded on a monthly basis from the cash flows of the Corporate Debtor. In the event such cash flows are insufficient, any Excess Monitoring Agency Costs shall be borne by the Resolution Applicants.

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48. The Monitoring Agency shall supervise the implementation of the Resolution Plan. The Resolution Applicants, acting under the supervision of the Monitoring Agency shall be required and entitled to do all such acts, deeds, matters and things as may be necessary, desirable or expedient in order to implement and give effect to this Resolution Plan in accordance with its terms. The powers of the board of directors of the Company shall remain suspended until the Closing Date and shall be exercised by the Monitoring Agency.
49. It is clarified that other than the Upfront Payments (to be paid in accordance with this Resolution Plan), the Company and/or the Resolution Applicants shall not make any payments (including interest) to the Financial Creditors, Operational Creditors, Workmen and Employees, and/ or the Other Creditors until the Closing Date.

On and after the Closing Date

50. The Monitoring Agency shall stand dissolved and shall be divested of its powers and responsibilities without any further action or deed required from the Company, the Resolution Applicants, the Monitoring Agency, the Adjudicating Authority or any other person.
51. Acquisition of Control on the Closing Date, the Resolution Applicants shall acquire control over the Company through the SPV in the manner set out in Section 3 (Acquisition as a Going Concern) of Part B (Financial Proposal).

Supervision of Plan

52. The board of directors of the Company (reconstituted in accordance with Section 2.1 (Formation of Board and Credentials of Board Members) of Part A (Business Plan) of the Resolution Plan) shall put in place an adequate mechanism for supervising the implementation of the Resolution Plan (to

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the extent outstanding) post the Closing Date. For this purpose, a committee of the reconstituted board of directors of the Company will be constituted, for supervising the implementation of the Resolution Plan (to the extent outstanding) post the Closing Date.

Implementation Schedule:

INDICATIVE ACTIVITY SCHEDULE		
Sr. No.	Activity	Indicative Timeline (days)
I – Approval Process		
1.	Presentation of Resolution Plan to the COC.	To be completed prior to NCLT approval of the Resolution Plan
2.	Approval of Resolution Plan by COC	
3.	Application to the NCLT for approval of the Resolution Plan.	
4.	Incorporation of SPV	To be completed prior to NCLT approval of the Resolution Plan
5.	Approval of Resolution Plan and Demerger by the NCLT on the Effective Date (such date, "T"). & Appointment of members of Monitoring Agency	T
6		
7.	Intimation to all Financial Creditors and Operational Creditors, existing shareholders and other Stakeholders.	T+1
II – Interim Period		
8.	Completion of the Conditions and Issue of Implementation Notice (such date "Y")	Y
III – Infusion of Funds, Acquisition, Settlement of Creditors and Mandatory Payments		
9.	Capital Reduction (i.e., for the acquisition of control of the Corporate Debtor by the Resolution Applicants) and Capital Infusion into the Corporate Debtor.	T + 90

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10.	Implementation of Demerger as contemplated in this Resolution Plan for vesting of Expansion Assets in Resulting Company	T+ 90
11.	Payment of CIRP Costs, Workmen and Employee Payments, Other Operational Creditor Payments, Mandatory Dissenting Financial Creditor Payments and all other mandatory payments required to be made in accordance with the IBC.	T + 90
12.	Upfront Payment to FC, Assigned Financial Debt Acquisition	T+ 90

53. We have perused the present Application and the Resolution Plan. We have also heard at length Mr Joy Saha, learned Senior Counsel for the RP.

Statutory provisions

54. The IAs have been filed under section 30(6) of the IBC seeking approval of this Adjudicating Authority under section 31(1) of the IBC. Section 31(1) ibid mandates that the Adjudicating Authority shall by order approve the resolution plan if it is satisfied that such resolution plan as approved by the CoC under sub-section (4) of section 30 meets the requirements as referred to in sub-section (2) of section 30.

Observations of the Adjudicating Authority

55. The Tribunal's observations are as follows: -

- (a) The total loan amount outstanding to all Financial Creditors (Financial Creditor), is approximately ₹3118.73 crore, whereas the successful the Resolution Applicant has proposed to pay ₹301 crore.
- (b) The Resolution Applicants have proposed payment of an upfront amount of ₹316 Cr., for which be towards the complete and full

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satisfaction of the debts owed by the Corporate Applicant to the Financial Creditors and Operational Creditors.

- (c) The Approving Financial Creditors shall be issued equity shares of the Demerged Company (i.e. the holding company of the Resulting Company), as against such amount as may be determined by the Resolution Applicants ("Balance Debt") by converting part of the Balance Debt of the Approving Financial Creditors into equity shares of ₹10 each having total value of ₹5 Crore such that the Approving Financial Creditors shall collectively hold equity shares corresponding to five per cent (5%) of the total paid up and issued equity share capital calculated on a fully diluted basis, after First Fund Infusion into the Demerged Company by the Resolution Applicants. Such equity shares shall be credited as fully paid-up to such Financial Creditors. Further, such equity shares shall be issued in the proportion that is determined by the COC in accordance with Section 3.9 of Part A (Business Plan) of the Resolution Plan.
- (d) The Demerged Company will hold 100% equity in the Resulting Company.
- (d) The Fair value is stated to be Rs. 617.90 Cr whereas the Liquidation value is stated to be 303.65 Cr.

Findings with reference to section 30(2) of the IBC

56. The Resolution Plan is presented as per the requirements of section 30(2) of the IBC. The following table captures the position:

Requirement	Compliance	Comment
CIRP costs to be paid	Yes	CIRP costs will be paid from Available Funds in priority to any other creditor.
	Section 2.1 Part B	

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Requirement	Compliance	Comment
Debts of operational creditors	Yes	An amount of ₹15 lakh has been Earmarked for payment of ₹15,00,00,000 (Rupees Fifteen Crore Only) for payment to all the Operational Creditors (including Workmen and Employees). The distribution between and amongst Operational Creditors inter se shall be determined by the COC, in accordance with the
	Section 2.3 of Part B	
Management of corporate debtor after approval	Yes	During the period between the Effective Date and the Closing Date, a monitoring committee shall be constituted ("Monitoring Agency") which shall comprise of (i) 2 (Two) representatives of the Financial Creditors; ii) 2 (Two) representatives of the Resolution Applicants; (iii) Insolvency Professional (iv) 1 (One) external expert nominated by the Resolution Applicants and the Approving Financial Creditors. All decisions of the Monitoring
	Section 5 of Part B	
Implementation of the Resolution Plan	Yes	A scheme of demerger, capital reduction and capital infusion has been envisaged under the plan. Furthermore, the plan also takes into account the formation of a Monitoring Agency for overseeing the implementation of the plan between the Effective Date and the Closing Date.
	Section 6 of Part B	
Contraventions of law, if any	No	No comments are necessary.
	Section 14 of Part C	

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IN THE NATIONAL COMPANY LAW TRIBUNAL
CUTTACK BENCH

MA No. 125/CTB/2020
In TP No. 205/CTB/2019
[earlier CP (IB) No.1664/MB/2017]

In re: Resolution plan of CREST STEEL AND POWER PVT. LTD

57. We have examined the relevant clauses of the Resolution Plan and find the same to be in conformity with the law. Further, the Resolution Plan has provisions for its effective implementation.

Extinguishment, waivers & liabilities sought by the RA, and orders thereon

58. The RA has sought certain reliefs, concessions and dispensations in the Resolution Plans. These are ordered as follows: -

Clause	Dispensation	Orders thereon
2.14.2. (i)	All obligations, claims and Liabilities (whether final or contingent, whether disputed or undisputed, and whether or not notified to or claimed against the Company) of the Company (including by income tax/indirect tax authorities or any other authority whatsoever); (ii) all potential direct / indirect tax liability (including but not limited to any potential MAT liability, potential liability under Section 56 and 50CA of Income Tax Act, 1961)/interest/penalty etc. which may be levied by any authority in future upon implementation of this Resolution Plan; (iii) all outstanding Disputes or legal proceedings against the Company; and (iv) all rights or claims of any person against the Company; in each case, relating to the period prior to the Closing Date, shall immediately, irrevocably and unconditionally stand extinguished, waived, withdrawn and abated on and from the Closing Date, and no person shall have any further rights or claims against the Company or the Resolution Applicants in this regard.	This is for the appropriate authorities to consider
2.14.2. (ii)	(ii) <i>Guarantees</i>	Allowed

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IN THE NATIONAL COMPANY LAW TRIBUNAL
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MA No. 125/CTB/2020

In TP No. 205/CTB/2019

[earlier CP (IB) No.1664/MB/2017]

*In re: Resolution plan of **CREST STEEL AND POWER PVT. LTD***

Clause	Dispensation	Orders thereon
	All obligations, Liabilities claims or proceedings in relation to any corporate guarantees, indemnities and all other forms of credit support provided by the Company prior to the Closing Date (including but not limited to the guarantee extended to secure the obligations of Topworth Urja and Metals Limited, Topworth Tollway Satna Private Limited, Topworth Tollways Mangawan Private Limited and Topworth Tollways Ujjain Private Limited) shall be deemed to be owed and due as of the Insolvency Commencement Date, and shall immediately, irrevocably and unconditionally stand extinguished, waived, withdrawn and abated on and from the Closing Date, including but not limited to any form of credit support for persons that are currently Affiliates, Promoters or Promoter Group (including the existing Promoters of the Company), persons acting in concert with Promoters, holding companies, subsidiary companies, associate companies and/ or Group Companies of the Company.	
2.14.2. (iii) & 2.2.7. & 2.2.8.	Right of Subrogation Any person other than the Company (including the existing Promoters of the Company) that has provided any form of security interest for and on behalf of, and / or in order to secure any obligations of the Company (whether by way of hypothecation, pledge, mortgage, guarantee or otherwise), shall not be entitled to exercise any subrogation rights in respect of such arrangement, and they shall have no rights or claims against the Company. Subject to Section 2.15, all obligations, Liabilities, claims	Allowed

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Clause	Dispensation	Orders thereon
	or proceedings against the Company in this regard shall be deemed to be owed and due as of the Closing Date, and shall immediately, irrevocably and unconditionally stand extinguished, waived, withdrawn and abated on and from the Closing Date.	
2.12.2 (iv)	Treatment of debts barred by limitation Subject to other provisions of this Resolution Plan, as of the Closing Date, any debt owed by the Company to any Operational Creditor, which is barred by limitation under the Applicable Laws, shall immediately, irrevocably and unconditionally stand extinguished, waived and withdrawn on and from the Closing Date, and no person shall have any further rights or claims against the Company in this regard.	As per the applicable provisions of the corresponding statutes/laws
2.12.2. (v)	implicated in, or in any manner adversely affected by (including in respect of transactions in foreign exchange), or have any Liability in relation to, any investigations / proceedings / orders or any matters relating to the Company or its erstwhile Promoters.	As per the applicable provisions of the corresponding statutes/laws
2.12.2.(vi)	The approval of the Resolution Plan by the NCLT shall cause the direct tax authorities to grant waiver for getting a no objection certificate from direct tax authorities as contemplated under Section 281 of Income Tax Act, 1961.	This is for the appropriate authorities to consider
2.12.2 (vii)	The approval of the Resolution Plan by the NCLT shall cause the Ministry of Corporate Affairs, Government of India, provident fund authorities, sales tax authorities / services tax authorities / GST Council to waive penal charges	This is for the appropriate authorities to consider.

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In re: Resolution plan of CREST STEEL AND POWER PVT. LTD

Clause	Dispensation	Orders thereon
	for past non-compliance of filling/secretarial obligations.	
2.12.2. (viii)	Subject to other provisions of this Resolution Plan, the Company shall have no Liabilities in relation to the period prior to the Closing Date.	Allowed subject to statutory and other relevant dues as decided by the appropriate authorities.
3.10.	Approval of this Resolution Plan shall be deemed to be approval of the Acquisition, Capital Reduction and Demerger by the shareholders and Creditors of the Corporate Debtor and no further action shall be required to be undertaken by the Resolution Applicants in this respect. The Resolution Professional shall, in its application for seeking approval of this Resolution Plan also seek the following specific orders from the Adjudicating Authority: (a) approving the Capital Reduction in the manner contemplated under the Resolution Plan; (b) approving the Acquisition in the manner contemplated under the Resolution Plan; and (c) Demerger.	<p>This should be as per the Applicable provisions of law in this regard.</p> <p>However, the Corporate Debtor under the successful resolution applicants shall file all necessary forms with the appropriate authorities along with the filing fee prescribed for this purpose, and no exemption is granted in this regard.</p>
2.2.2.	Following the Mandatory Dissenting Financial Creditor Payments, Upfront Payment to FCs, Assigned Financial Debt Acquisition, all remaining	Allowed

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IN THE NATIONAL COMPANY LAW TRIBUNAL
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[earlier CP (IB) No.1664/MB/2017]

In re: Resolution plan of CREST STEEL AND POWER PVT. LTD

Clause	Dispensation	Orders thereon
	financial liabilities of the Corporate Debtor towards the Financial Creditors shall be permanently settled in full on and from the Closing Date, and the Corporate Debtor or the Resolution Applicants, shall at no point of time be, directly or indirectly, held responsible or liable to make any payments to the Financial Creditors in relation thereto.	
2.2.3.	All claims rights or entitlements (including any demand for any losses or damages, principal, accrued or unpaid interest, compound interest, penal interest, liquidated damages, and other charges already accrued/accruing or in connection with any third party claims), commission, charges, facility agency fees, security trustee fees etc. that have not been assigned, novated or acquired pursuant to the Assigned Financial Debt Acquisition (other than the Necessary Bank Guarantees), on account of arising on or after the Insolvency Commencement Date and until the Closing Date will by virtue of the order of the NCLT approving this Resolution Plan be deemed to: (I) be permanently extinguished; and (II) have stopped accruing on and from the Insolvency Commencement Date, and the Corporate Debtor or the Resolution Applicants shall at no point of time be, directly or indirectly, held responsible or liable to make any payments to the Financial Creditors in relation thereto. The Corporate Debtor shall be allowed, at its discretion, to set-off existing losses from the gains arising out of write-off of existing debt in terms of this Resolution Plan.	Allowed
2.2.4. (i)	Post tendering the upfront payment all relevant persons including the Financial Creditors shall redeliver and shall cause	Allowed

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IN THE NATIONAL COMPANY LAW TRIBUNAL
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In re: Resolution plan of CREST STEEL AND POWER PVT. LTD

Clause	Dispensation	Orders thereon
	to be delivered to the Company, all documents (other than the Necessary Bank Guarantees) relating to the Company (including loan agreements, guarantees, security documents, title deeds, lease deeds, lease agreements, demand promissory notes, records, powers of attorneys, post-dated cheques, other negotiable instruments, encumbered with the Financial Creditors) and collateral held by them in relation to such assets that are in possession of or deposited with such Financial Creditors or any other Person for the benefit of any of the creditors of the Company. Further, each creditor of the Company shall execute or issue discharge certificates, no-objection certificates and all other documents and take all such actions as may be required by the Company or Resolution Applicants or the SPV for the release or modification of the Encumbrances, security interests and charges contemplated in this paragraph.	
2.2.4. (ii)	Any Security or Dispute in relation to the Outstanding Financial Creditor Debt shall be subject to the treatment specified in Section 2.8 (Treatment of Security and On-going Litigation) of Part B (Financial Proposal).	Allowed
2.2.4. (iii)	No Financial Creditor shall be entitled to take, initiate or continue any steps or proceedings against the Company or its assets whether by way of demand, legal proceedings, alternative determination process, the levying of distress, in any jurisdiction whatsoever for the purpose of obtaining payment of any Liability for obtaining payment of the Outstanding Financial Debt, or for the purpose of placing the Company into liquidation or any analogous proceedings	As per the applicable provisions of Law

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In re: Resolution plan of CREST STEEL AND POWER PVT. LTD

Clause	Dispensation	Orders thereon
2.2.4. (iv) & (v)	The Financial Creditors shall have no rights or claims against the Company (including but not limited to, in relation to any past breaches by the Company or any right of recompense that the Financial Creditors may have) and all prior claims shall immediately, irrevocably and unconditionally stand extinguished upon payment of the Upfront Payment to FCs. & all liabilities of the Corporate Debtor in relation to any letters of credit, letters of comfort, post-dated cheques, letters of awareness, letters of undertaking, guarantees, counter guarantees, corporate guarantees, bank guarantees, performance guarantees for any other Persons, indemnity, undertaking, or similar obligations in respect of any debt or other obligation of the Corporate Debtor (other than the Necessary Bank Guarantees), whether any claims in respect thereof have been admitted in the CIRP or not, along with any other contingent or future claims, liabilities and/or commitments of any nature whatsoever issued by, or on behalf of, or at the behest of, the Corporate Debtor, or incurred or undertaken by the Corporate Debtor (as the case may be), till the Closing Date, whether asserted or unasserted, whether admitted or not, crystallized or uncrystallized, known or unknown, secured or unsecured, disputed or undisputed, whether or not set out in the Information Memorandum, the Virtual Data Room, the balance sheets of the Corporate Debtor or the profit and loss account statements of the Corporate Debtor, will be, and be deemed to be, permanently extinguished, by virtue of the NCLT Approval of this Resolution Plan and all	As per the applicable provisions of Law

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In re: Resolution plan of CREST STEEL AND POWER PVT. LTD

Clause	Dispensation	Orders thereon
	liabilities of the Corporate Debtor in relation thereto will be written-off in full. The Corporate Debtor or the SPV or the Resolution Applicants shall at no point of time be, directly or indirectly, held responsible or liable in relation thereto.	
2.2.4. (viii)2	No rights of subrogation, indemnity or action against the Corporate Debtor will survive and all related financial liabilities of the Corporate Debtor, whether admitted or not, due or contingent, asserted or unasserted, crystallized or uncrystallized, known or unknown, disputed or undisputed, in relation to any period till the Insolvency Commencement Date or arising on account of the transactions contemplated in this Resolution Plan (including the acquisition of control by the Resolution Applicants over the Corporate Debtor pursuant to this Resolution Plan) in relation to any guarantee or other third party security of any nature, in respect of which such third parties ("Third Party Security Provider") may have rights against the Corporate Debtor, which may have been provided or issued by any Person in support of, for the benefit of, or at the behest of the Corporate Debtor or for any other reason whatsoever ("Credit Enhancement"), shall stand cancelled and terminated without any liabilities accruing to the Corporate Debtor or the Resolution Applicant, and will be treated as extinguished, as the case may be, on the Effective Date, provided that the Resolution Plan is implemented on or before the Closing Date. It is clarified that extinguishment of any subrogation or indemnity rights of any Third-Party Security Provider shall be without prejudice to the rights of the	As per the applicable provisions of Law

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Clause	Dispensation	Orders thereon
	beneficiaries of any Credit Enhancement to make claims against such Third-Party Security Providers (including for any losses suffered by such beneficiaries in relation to such Credit Enhancements). It is also clarified that the issuer of any guarantees issued in support of, for the benefit of, or at the behest of the Corporate Debtor, will do all acts and execute all agreements/documents as may be necessary to record the extinguishment of the subrogation rights of such guarantor of the Corporate Debtor, if required by the Corporate Debtor or the Resolution Applicant, as the case may be.	
2..2.6.	Any and all claims, rights and entitlements of any actual or potential Financial Creditors of the Corporate Debtor, including any contracts entered into by the Corporate Debtor with such Creditors, not assigned or addressed above in this Section 2.2 (<i>Treatment of Financial Creditors</i>), whether claimed or unclaimed, admitted or not, due or contingent, asserted or un-asserted, crystallized or uncrystallized, known or unknown, disputed or undisputed, present or future, in relation to any period prior to the Closing Date or any monetary or financial claims, dues, demands or obligations owed to the Financial Creditors arising on account of the acquisition of the Corporate Debtor by the Resolution Applicants pursuant to this Resolution Plan, or on account of the measures contemplated under this Resolution Plan shall be deemed to be permanently extinguished, and all the contracts entered into by the Corporate Debtor with such Creditors will be deemed to be terminated without	As per the applicable provisions of Law

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Clause	Dispensation	Orders thereon
	any liabilities, claims or obligations whatsoever arising out of or in relation to such contracts, by virtue of the order of the NCLT approving this Resolution Plan and the Corporate Debtor/SPV, or the Resolution Applicants shall at no point of time, directly or indirectly, have any obligation, liability or duty in relation thereto.	
2.2.9.	Any invocation or appropriation or other enforcement action already undertaken in respect of any Encumbrance, security, guarantee, pledge, charge or collateral granted or created by the Corporate Debtor or in respect of any Assets of the Corporate Debtor in connection with any Outstanding Financial or any other debt or obligation of the Corporate Debtor, in relation to any period prior to the Closing Date, shall stand automatically rendered infructuous and cancelled and deemed null and void and all liabilities and obligations in relation to such Encumbrance, security, guarantee, pledge, charge, or collateral granted or created by the Corporate Debtor shall be deemed to have been permanently extinguished on the approval of this Resolution Plan by the NCLT. This clause is without prejudice to the proceeds that may have already been received by the financial creditors on account of any invocation or appropriation prior to the commencement of the CIRP Period against the Corporate Debtor.	As per the applicable provisions of Law
2.2.10	If any Person has any call option, put option or any right of pre-emption in respect of the securities of the Corporate Debtor including any right of first refusal, right of first offer, all such options and rights in relation to any	Not Allowed.

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Clause	Dispensation	Orders thereon
	period prior to the Closing Date shall be deemed to be permanently extinguished, and all such rights against the Corporate Debtor will be deemed to be terminated without any liabilities, claims or obligations whatsoever arising out of or in relation to such contracts, by virtue of the order of NCLT approving the Resolution Plan, and the Corporate Debtor, SPV or the Resolution Applicants shall at no point of time, directly or indirectly, have any obligation, liability or duty in relation thereto.	
2.3.1.(iv)	Any and all rights and entitlements of any actual or potential Other Operational Creditors (including any person who may claim to be such a Creditor by way of exercise of rights under Applicable Laws or equity), whether such claims rights or entitlements (including any demand for any losses or damages, principal, interest, compound interest, penal interest, liquidated damages, and other charges already accrued/accruing or in connection with any third party claims) have been submitted to the Resolution Professional or not, admitted or not, whether or not set out in the Information Memorandum, the Virtual Data Room, the balance sheets of the Corporate Debtor or the profit and loss account statements of the Corporate Debtor, being due or due or contingent, asserted or un-asserted, crystallized or uncrystallized, known or unknown, disputed or undisputed, present or future in relation to any period prior to the Closing Date or on account of the measures contemplated under this Resolution Plan, shall be deemed to be permanently extinguished with effect	As per the applicable provisions of Law

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Clause	Dispensation	Orders thereon
	from the Effective Date by virtue of the order of the Adjudicating Authority approving this Resolution Plan, provided that the Resolution Plan is implemented on or before the Closing Date and the Corporate Debtor, SPV or the Resolution Applicants shall at no point of time, directly or indirectly, have any obligation, liability or duty in relation thereto.	
2.3.1.(v)	Any liabilities in respect of advances from customers, trade payables, incremental claims that may be made by Operational Creditors, claims in respect of corporate social responsibility, expenses payable, employee benefits, liabilities on account of purchase commitments to vendors, or other liabilities, whether claimed or unclaimed, admitted or not, due or contingent, asserted or unasserted, crystallized or uncrystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future, whether or not set out in the Information Memorandum, the balance sheets of the Company or the profit and loss account statements of the Company or the List of Creditors, in relation to any period prior to the Insolvency Commencement Date will be written off in full and will be deemed to be permanently extinguished with effect from the Effective Date by virtue of the order of the Adjudicating Authority approving this Resolution Plan, provided that the Resolution Plan is implemented on or before the Closing Date, and all consequential liabilities, if any, that may arise in future (including, without limitation, for any tax, penalty, interest, fines or fees) shall stand extinguished and the Company, SPV or	As per the applicable provisions of Law

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Clause	Dispensation	Orders thereon
	the Resolution Applicants shall at no point of time be, directly or indirectly, held responsible or liable in relation thereto, or be required to refund/return any such amounts.	
2.3.1.(vi)	Any and all other claims or demands, or liabilities or obligations owed or payable, including but not limited to any Outstanding Operational Debt or under any contracts entered into by the Company, amounts payable by way of damages, penalties, liquidated damages, any demand for any losses or damages, liquidated damages, indemnification, principal, interest, compound interest, penal interest, liquidated damages, and other charges already accrued/ accruing or in connection with any third party claims, to any actual or potential creditor, vendor, contracting counterparty, Government Authority, claimant or any other person whatsoever (including, for the avoidance of doubt, but not limited to the Operational Creditors of the Company and its Promoters, directors and other Related Parties), whether claimed or unclaimed, admitted or not, due or contingent, asserted or unasserted, crystallized or uncrystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future, whether or not set out in the Information Memorandum, the balance sheets of the Company or the profit and loss account statements of the Company or the List of Creditors, in relation to any period prior to the Insolvency Commencement Date, will be written off in full and shall be deemed to be permanently extinguished with effect from the Effective Date by virtue of the order of the Adjudicating Authority approving this Resolution	As per the applicable provisions of Law

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	Plan, provided that the Resolution Plan is implemented on or before the Closing Date, and the Company, SPV or the Resolution Applicants shall at no point of time be, directly or indirectly, held responsible or liable in relation thereto.	
2.3.1.(vii)	Any and all rights claims (including any Sub Judice Claims) and entitlements of any actual or potential person, whether claimed or unclaimed, admitted or not, due or contingent, asserted or unasserted, crystallized or uncrystallized, known or unknown, disputed or undisputed, present or future in relation to any period prior to the Insolvency Commencement Date, shall be deemed to be permanently extinguished with effect from the Effective Date by virtue of the order of the Adjudicating Authority approving this Resolution Plan, provided that the Resolution Plan is implemented on or before the Closing Date and the Company, SPV or the Resolution Applicants shall at no point of time, directly or indirectly, have any obligation, liability or duty in relation thereto.	As per the applicable provisions of Law
2.3.1.(viii)	All undertakings or obligations of the Company in respect of the Other Operational Creditors shall be deemed to be terminated, and all liabilities, damages or claims arising therefrom, whether claimed or unclaimed, admitted or not, due or contingent, asserted or unasserted, crystallized or uncrystallized, known or unknown, disputed or undisputed, present or future, in relation to any period prior to the Insolvency Commencement Date, shall be deemed to be permanently extinguished with effect from the Effective Date by virtue of the order of	As per the applicable provisions of Law

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Clause	Dispensation	Orders thereon
	the Adjudicating Authority approving this Resolution Plan, provided that the Resolution Plan is implemented on or before the Closing Date and the Company or the Resolution Applicants, shall at no point of time be, directly or indirectly, held responsible or liable in relation thereto.	
2.3.1.(ix)	With respect to the investments made by the Company (including but not limited to investments in equity shares and/or preference shares (as may be applicable) of any person or entity), any commitment by the Company to make any further investments or provide loans in future, shall be deemed extinguished by virtue of the order of the Adjudicating Authority approving this Resolution Plan and such investments already made, should not be diluted until the Closing Date by the Resolution Professional. On the Effective Date, any liabilities or amounts due to the Related Parties of the Company or any other person or entity (which have not been admitted by the Resolution Professional or which have arisen during the CIRP period till the acquisition of control of the Company by the Resolution Applicant) in respect of the investments made by the Company in such entities shall stand extinguished, provided that the Resolution Plan is implemented on or before the Closing Date and the Company, SPV or the Resolution Applicant, shall at no point of time be, directly or indirectly, held responsible or liable in relation thereto. On and from the Closing Date, the Resolution Applicants reserve the right to deal with the investments made by the Company (including but not limited to investments in equity shares and/or preference	As per the applicable provisions of Law

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Clause	Dispensation	Orders thereon
	shares (as may be applicable) in any person or entity), in any manner as deemed fit. For the avoidance of doubt, it is clarified that in respect of the aforesaid contracts which are terminated, any financial liabilities of any party to the Company shall continue and shall not be deemed extinguished.	
2.3.1.(xi)	<p>For abundant clarity, any and all dues (in the nature of claims) payable to Government and Statutory Authorities, (other than payment to Employee and Workmen), shall be treated as follows:</p> <p>(a) all claims or demands made by, or liabilities or obligations owed or payable to or assessed by, any Government and Statutory Authority, in relation to any dues, direct Taxes (including for any previous or current assessment year(s)), indirect Taxes, duties (including stamp duties), penalties, fees, interest, fines, levies, cesses, assessments or additions or any other charges or payments whatsoever on the Corporate Debtor or in relation to the Corporate Debtor, whether or not such Claims or demands are admitted, due or contingent, asserted or unasserted, crystallized or uncrystallized, assessed or unassessed, known or unknown, secured or unsecured, disputed or undisputed;</p> <p>(b) any financial liabilities in relation to any consent, permission, privilege, entitlement, exemption, benefit, license or approval granted to the Corporate Debtor, or in relation to the Corporate Debtor, whether or not such consent, permission, privilege, entitlement, exemption, benefit, license or approval is subsisting, lapsed or expired;</p> <p>(c) all financial liabilities (including without limitation, for any penalty, interest, fines or fees) and other liabilities</p>	As per the applicable provisions of Law.

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	and obligations which may have a financial impact on the Corporate Debtor, in relation to (i) any investigation, inquiry, show-cause, notices, causes of action, suits, claims, disputes, litigation, arbitration or other judicial or regulatory or administrative proceedings whether civil or criminal against, or in relation to, or in connection with the Corporate Debtor or the affairs of the Corporate Debtor, pending or threatened; (ii) any non-compliance of provisions of any laws, rules, regulations, directions, notifications, circulars, guidelines, policies, approvals, consents or permissions; (iii) cross subsidies availed by the Corporate Debtor; and (iv) any and all actual or potential rights and entitlements of the Central Government, the State Government, any regulatory or local authority or body or any agency or instrumentality thereof or any other party or entity (under any agreement, lease, license, approval, consent, permission or privilege) which may have a financial impact on the Corporate Debtor, whether admitted or not, due or contingent, asserted or unasserted, crystallized or uncrystallized, known or unknown, secured or unsecured, disputed or undisputed, whether or not such claim, demand, liability is set out in the Information Memorandum, Virtual Data Room, the balance sheets or the profit and loss account statements of the Corporate Debtor, in relation to any period up till the Closing Date, will be written off in full and shall be, and be deemed to be, permanently extinguished with effect from the Effective Date by virtue of the order of the Adjudicating Authority	

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Clause	Dispensation	Orders thereon
	approving this Resolution Plan in terms of this Resolution Plan, provided that the Resolution Plan is implemented on or before the Closing Date, and the Resolution Applicants or the Corporate Debtor, SPV shall at no point of time be, directly or indirectly, held responsible or liable in relation thereto. For the avoidance of doubt, the criminal proceedings will be abated subject to Applicable Law. Further, for the avoidance of doubt and without prejudice to the generality of the foregoing, it is expressly clarified that no liabilities, claims or obligations whatsoever arising out of or in relation to criminal proceedings, shall arise in respect of the Corporate Debtor or the Resolution Applicants who shall at no point of time, directly or indirectly, have any obligation, liability or duty in relation thereto. If any criminal proceedings initiated against the officers of the Corporate Debtor prior to the Effective Date cannot be disposed of by the Adjudicating Authority under Applicable Law, the same shall continue against such officers. However, any liability accruing to the Corporate Debtor or the Resolution Applicants as a result of such criminal proceedings against the officers of the Corporate Debtor shall be deemed to have been permanently extinguished by the order of the Adjudicating Authority approving this Resolution Plan.	
2.3.1.(xii)	Notwithstanding anything to the contrary contained in the IBC or any other law for the time being in force, the liability of the Corporate Debtor for an offence committed prior to the commencement of the CIRP, if any, shall cease, and neither the Corporate	As per the applicable provisions of Law

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IN THE NATIONAL COMPANY LAW TRIBUNAL
CUTTACK BENCH

MA No. 125/CTB/2020

In TP No. 205/CTB/2019

[earlier CP (IB) No.1664/MB/2017]

*In re: Resolution plan of **CREST STEEL AND POWER PVT. LTD***

Clause	Dispensation	Orders thereon
	Debtor nor the Resolution Applicants shall be liable to be prosecuted for any such offence on and from the NCLT Approval Date. If a prosecution has been instituted during the CIRP against the Corporate Debtor, the Corporate Debtor shall stand fully discharged from the NCLT Approval Date.	
2.3.1. (xiv)	Under Section 115JB of the Income-Tax Act, 1961, assessee company for which a rehabilitation scheme was approved or reference was made under the provisions of the erstwhile Sick Industrial Companies (Special Provisions), Act, 1985 was not subject to minimum alternate tax until the net worth becomes positive. Accordingly, a benefit would be extended to a resolution plan approved in accordance with IBC since IBC supersedes all other Applicable Law and deals with the same subject matter as the erstwhile Sick Industrial Companies (Special Provisions), Act, 1985. In light of this, upon approval of this Resolution Plan by the Adjudicating Authority, the Central Board of Direct Taxes, Department of Revenue, Ministry of Finance, Government of India (hereinafter referred to as "CBDT/DOR") shall be deemed to: (i) exempt income / gain / profits, if any, arising as a result of giving effect to the Resolution Plan from being subjected to minimum alternate tax in the hands of Company under the provisions of the Income-tax Act, 1961; (ii) exempt income / gain / profits, if any, arising as a result of giving effect to the Resolution Plan from being subjected to tax in the hands of the Company under the provisions of the Income-tax Act, 1961; (iii) grant an exemption to receive all income without deduction of any Tax	This is for the appropriate authorities to consider.

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In re: Resolution plan of CREST STEEL AND POWER PVT. LTD

Clause	Dispensation	Orders thereon
	under the provisions of Chapter XVII-B of the Income-tax Act, 1961 for a period of 10 (ten) years from the Closing Date; and (iv) waive all Liabilities in respect of Taxes (including interest and penalty) arising in respect of periods up to the Closing Date, including such Liabilities for the period up to the Closing Date that may crystallize subsequent to the Closing Date.	
2.3.1.(xv)	All dues under the provisions of the Income tax Act, 1961 (as amended from time to time) ("Income-tax Act"), including taxes, duties, penalties, interest, fines, cesses, charges, unpaid tax deducted at source or tax collected at source whether claimed or unclaimed, admitted or not, due or contingent, whether or not set out in the provisional balance sheet, the balance sheets of the Corporate Debtor or the profit and loss account statements of the Corporate Debtor or the List of Creditors, asserted or unasserted, assessed or not, whether a demand has been raised or not, crystallized or uncrystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future, in relation to any period prior to the Closing Date and Operational Creditor Payments pursuant to this Resolution Plan or any monetary or financial claims, dues, demands or obligations arising on account of the acquisition of control by the Resolution Applicants/ SPV, as the case maybe, over the Corporate Debtor pursuant to this Resolution Plan, shall stand extinguished with effect from Effective Date by virtue of the order of the Adjudicating Authority approving this Resolution Plan, provided that the Resolution Plan is implemented on or	This is for the appropriate authorities to consider

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Clause	Dispensation	Orders thereon
	before the Closing Date, and neither the Corporate Debtor nor the Resolution Applicants or the SPV shall be liable to pay any amount against such dues, and such amounts shall be written off.	
2.3.1.(xvi)	The CBDT/DOR shall be deemed to have granted exemption from the applicability of Section 281 of the Income Tax Act, 1961 including obtaining no-objection certificate from income tax authorities in respect of all the pending proceedings and dues (including interest and penalty) of the Company arising for periods up to the Closing Date (including such proceedings and dues for periods prior to the Closing Date that may crystallize subsequent to the Closing Date). Further, CBDT/ DOR shall restrict/ restrain from treating any transactions contemplated in this Resolution Plan as being void or non-compliant with any provisions of the Income-tax Act, 1961.	This is for the appropriate authorities to consider
2.3.1. (xvii)	All Tax Liabilities (including interest and penalty) and tax proceedings arising in respect of periods up to the Closing Date, including such Liabilities/ proceedings for periods up to the Closing Date that may crystallize subsequent to the Closing Date in respect of on-going or potential income tax litigations at all levels shall be deemed to be permanently extinguished with effect from the Effective Date by virtue of the order of the Adjudicating Authority approving this Resolution Plan, provided that the Resolution Plan is implemented on or before the Closing Date and the Company or the Resolution Applicants, shall at no point of time be, directly or indirectly, held responsible or liable in relation thereto.	

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Clause	Dispensation	Orders thereon
2.3.1.(xviii)	All notices, assessments (whether commenced or not), appellate or other proceedings pending or threatened in relation to the Corporate Debtor, in relation to any period prior to the Effective Date or any monetary or financial claims, dues, demands or obligations arising on account of the acquisition of control by the Resolution Applicants/ SPV, as the case maybe, over the Corporate Debtor pursuant to this Resolution Plan or on account of the measures contemplated under this Resolution Plan, shall stand terminated and withdrawn and all consequential financial or monetary liabilities, if any, shall stand extinguished and be considered as not payable by the Corporate Debtor by virtue of the order of the Adjudicating Authority approving this Resolution Plan and any re-assessment, revision or other proceedings under the provisions of the Income-tax Act would be deemed to be barred in relation to any period prior to the Effective Date, by virtue of the order of the Adjudicating Authority approving this Resolution Plan and the Corporate Debtor, SPV or the Resolution Applicants shall at no point of time be, directly or indirectly, held responsible or liable in relation thereto. It is clarified that the Resolution Applicants shall make or cause to be made, on behalf of the Corporate Debtor, such applications for abatement, withdrawal or dismissal of such proceedings, wherever required.	As per the applicable provision of relevant laws.
	The Corporate Debtor, SPV or the Resolution Applicants shall not, at any point of time, be held financially liable under the provisions in relation to the liability of the Corporate Debtor as per Section 170 of the Income Tax Act, 1961	As per the applicable provision of relevant laws

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Clause	Dispensation	Orders thereon
	in respect of any transaction carried out before the Effective Date or contemplated under the Resolution Plan or on account of any action taken pursuant to this Resolution Plan including acquisition of control by the Resolution Applicants/ SPV, as the case maybe, over the Corporate Debtor pursuant to this Resolution Plan. This shall not be construed as conditionality to the implementation of this Resolution Plan. The Resolution Applicants will not withdraw the Resolution Plan if this relief is not granted.	
2.3.1. (xx)	The Corporate Debtor shall be entitled, in accordance with and subject to Applicable Laws, to carry forward and set off all the brought forward book losses and unabsorbed depreciation as shown in the books of account and considered in the returns filed under the Income-tax Act, 1961.	As per the applicable provision of relevant laws
2.3.1 (xxi)	All actual and potential dues and financial and monetary liabilities under the provisions of any indirect tax laws, including but not limited to, the Central Excise Act, 1944, the Finance Act, 1994 (Service Tax), the Customs Act, 1962, the Value Added Tax Act, 2005, the Central Sales Tax Act, 1956, the CENVAT Credit Rules, 2004, the Central Goods and Services Tax Act, 2017, the Integrated Goods and Services Tax Act, 2017 and the respective State Goods and Services Tax Act, 2017, (each as amended from time to time and including the rules made thereunder) including entry taxes, sales tax deferral liabilities, duties, penalties, interest, fines, cesses, charges, unpaid tax deducted at source or tax collected at source, Octroi tax, stamp duty, local body tax, municipal taxes, or other fiscal	As per the applicable provision of relevant laws

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In re: Resolution plan of CREST STEEL AND POWER PVT. LTD

Clause	Dispensation	Orders thereon
	incentives whether claimed or unclaimed, admitted or not, due or contingent, whether or not set out in the provisional balance sheet, the balance sheets of the Corporate Debtor or the profit and loss account statements of the Corporate Debtor or the List of Creditors, asserted or unasserted, crystallized or uncrystallized, known or unknown, assessed or not, whether a demand has been raised or not, secured or unsecured, disputed or undisputed, present or future, in relation to any period prior to the Effective Date, or arising on account of the acquisition of control by the Resolution Applicants/ SPV, as the case maybe, over the Corporate Debtor pursuant to this Resolution Plan, shall stand extinguished by virtue of the order of the Adjudicating Authority approving this Resolution Plan and the Corporate Debtor shall not be liable to pay any such claim, and such amounts shall be written off. All notices, assessments (whether commenced or not), appellate or other proceedings pending or threatened in relation to the Corporate Debtor, in relation to any period prior to the Closing Date or arising on account of the acquisition of control by the Resolution Applicants over the Corporate Debtor pursuant to this Resolution Plan, or on account of the measures contemplated under this Resolution Plan shall stand terminated and withdrawn and all consequential liabilities, if any, shall stand extinguished and be considered as not payable by the Corporate Debtor by virtue of the order of the Adjudicating Authority approving this Resolution Plan and any re-assessment, revision or	

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Clause	Dispensation	Orders thereon
	other proceedings under the provisions of an indirect tax law would be deemed to be barred in relation to any period prior to the Closing Date, by virtue of the order of the Adjudicating Authority approving this Resolution Plan and the Corporate Debtor or the Resolution Applicants shall at no point of time be, directly or indirectly, held responsible or liable in relation thereto.	
2.4.4.	All Employees and Workmen shall be deemed to have relinquished any Claim for any dues other than the Workmen and Employees Payments. Other than in respect of the Workmen and Employees Payments, any and all claims or demands made by, or liabilities or obligations owed or payable to, (including any demand for any losses or damages, or interest, back wages, compensation, penal interest, liquidated damages already accrued/ accruing or in connection with any third party claims, or any claims made by any person who may claim to be a Creditor by way of exercise of rights under Applicable Laws or equity) any present or past, direct or indirect, permanent or temporary employees, contract worker and/or workmen of the Corporate Debtor, whether admitted or not, due or contingent, asserted or un-asserted, crystallized or uncrystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future, whether or not set out in the Information Memorandum, the Virtual Data Room, the balance sheets of the Corporate Debtor or the profit and loss account statements of the Corporate Debtor, in relation to any period up till the Insolvency Commencement Date, will be written off in full and shall be	Not Allowed. As per the applicable provision of relevant laws

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Clause	Dispensation	Orders thereon
	deemed to be, permanently extinguished with effect from the Effective Date by virtue of the order of the Adjudicating Authority approving this Resolution Plan. The Resolution Applicants or the Corporate Debtor shall at no point of time be, directly or indirectly, held responsible or liable in relation thereto.	
2.5.	All margin money/ fixed deposit with lien (if any) provided by the Company or any Encumbrances of similar nature, or margin assurances, Encumbrances or liens that exist by operation of Applicable Law, along with any similar contractual comforts provided by the Company prior to the Effective Date, shall be released immediately on the Effective Date and shall revert to the Company. Further, any claim arising from any such deposit or collateral, whether set out herein or not, whether admitted or not, due or contingent, asserted or unasserted, crystallized or uncrystallized, known or unknown, secured or unsecured, disputed or undisputed, whether or not set out in the Information Memorandum, the Data Room, the balance sheets of the Company or the profit and loss account statements of the Company, till the Effective Date, will be written off in full and shall be, and be deemed to be, permanently extinguished by virtue of the order of the Adjudicating Authority approving this Resolution Plan and the Company or the Resolution Applicants shall at no point of time be, directly or indirectly, held responsible or liable in relation thereto. All title deeds and other documents held by any Creditor or third party (as trustee or otherwise) in relation to the same shall be immediately	As per the applicable provision of relevant laws

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Clause	Dispensation	Orders thereon
	released in fit and proper condition to the Company on the Effective Date.	
2.8	<p>All financial liabilities arising out of:</p> <p>(i) all adverse inquiries, investigations, notices, causes of action, suits, claims, disputes, litigation, arbitration or other judicial, regulatory or administrative proceedings against, the Corporate Debtor or the affairs of the Corporate Debtor, in relation to any matter whatsoever including economic matters, whether pending or threatened, present or future, (including without limitation, any investigation by any Government and Statutory Authorities) that have been initiated (including without limitation, or are threatened ("Dispute")) to be initiated against the Corporate Debtor (including those proceedings that relate to the Corporate Debtor) at any time till the Effective Date; and</p> <p>(ii) any Encumbrance or collateral (whether enforced, crystallized or proceeded with or not) over the Assets (created and/or perfected for debt availed by the Corporate Debtor or a third party) (collectively "Security"), that exists by operation of Applicable Law, or in connection with any debt owed to Financial Creditors (to the extent such debt has not been acquired or restructured in accordance with the terms and conditions set out herein), Operational Creditors, Other Creditors or any other debt or obligation of the Corporate Debtor, or in relation to a third party (including a Related Party) whose obligations were secured by the Corporate Debtor by creation of any Security in favour of another Person, at any time till the Effective Date,</p>	<p>As per the applicable provision of relevant laws.</p> <p>The appropriate authorities/institution to consider</p>

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Clause	Dispensation	Orders thereon
	shall stand automatically revoked, released, cancelled, withdrawn, dismissed and deemed null and void (as the case may be) and all financial obligations in relation to such Security or Dispute shall be permanently extinguished on the Effective Date, after payments being made to any such Creditors if mandatorily required in accordance with the provisions of the IBC. Further, any Claim arising from any Dispute or Security, whether set out herein or not, whether admitted or not, due or contingent, asserted or unasserted, crystallized or uncrystallized, known or unknown, secured or unsecured, disputed or undisputed, present or future, whether or not set out in the Information Memorandum, the Virtual Data Room, the balance sheets of the Corporate Debtor or the profit and loss account statements of the Corporate Debtor, till the Effective Date or arising on account of this Resolution Plan, will be written off in full and shall be, and be deemed to be, permanently extinguished by virtue of the order of the Adjudicating Authority approving this Resolution Plan and the Corporate Debtor, SPV or the Resolution Applicants shall at no point of time be, directly or indirectly, held responsible or liable in relation thereto. All title deeds and other documents held by any Creditor or third party (as trustee or otherwise) in relation to such Security shall be immediately released in fit and proper condition to the Corporate Debtor. Any invocation or appropriation or other enforcement action already undertaken against the Corporate Debtor in respect of any Encumbrance, guarantee or collateral or any other debt or obligation of the	

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*In re: Resolution plan of **CREST STEEL AND POWER PVT. LTD***

Clause	Dispensation	Orders thereon
	Corporate Debtor, at the Effective Date shall stand automatically revoked and cancelled and withdrawn and deemed null and void and all liabilities and obligations in relation to such Encumbrance or collateral shall be deemed to have been permanently extinguished by the order of the Adjudicating Authority approving this Resolution Plan and the Corporate Debtor, SPV or the Resolution Applicants shall at no point of time be, directly or indirectly, held responsible or liable in relation thereto.	
2.8 (iv)	Any stamp duty liabilities or tax liability arising pursuant to the transactions contemplated under this Resolution Plan shall be exempted or waived off. This shall not be construed as conditionality to the implementation of this Resolution Plan.	As per the applicable provision of relevant laws
2.8 (v)	Given that the Resolution Applicants will acquire control of the affairs of the Corporate Debtor on the Effective Date, all Government and Statutory Authorities (as they are Operational Creditors) shall waive any financial penalties, or any other financial liabilities and dues that may arise from any defaults or non-compliances by the Corporate Debtor prior to the Effective Date of Applicable Laws, including but not limited to the provisions of the Companies Act, all relevant and applicable direct and indirect tax laws, the relevant stamp acts of the different States of India, relevant Environmental Laws and any other government instrumentality.	This is for the appropriate authorities to consider
2.12.2	Any and all claims or demands in connection with or against the Company and all liabilities or obligations of the Company (including any demand for	This is for the appropriate

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	any losses or damages or in connection with any third party claims or any investigations by any Government and Statutory Agencies) both present and future (accruing in relation to any event that has occurred prior to the Insolvency Commencement Date) by or to any other Stakeholder (who is entitled to receive any amounts under Section 53 of the IBC including those under Section 53(1)(f) of the IBC) or any other actual or potential creditor, any counter-party, any subsidiary, joint venture or associate company or related party of the Company or a shareholder of the Company or the holder of any other securities of the Company prior to the Insolvency Commencement Date, whether under law, equity or contract, whether claimed or unclaimed, admitted or not, due or contingent, crystallised or uncrystallised, known or unknown, secured or unsecured, disputed or undisputed, present or future, whether or not set out in the Information Memorandum, the balance sheets of the Company or the profit and loss account statements of the Company or the List of Creditors, and all inquiries, investigations or proceedings in relation to the foregoing, whether civil or criminal in relation to any period prior to the Insolvency Commencement Date, will be written off in full and will be deemed to be permanently extinguished with effect from the Effective Date by virtue of the order of the Adjudicating Authority approving this Resolution Plan and all the investigations, inquiries or show-cause, whether civil or criminal in relation to the foregoing shall be disposed-off and the Company or the Resolution Applicants shall at no point	authorities to consider

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Clause	Dispensation	Orders thereon
	of time be, directly or indirectly, held responsible or liable in relation thereto. For the avoidance of doubt, the criminal proceedings will be abated subject to Applicable Law. Further, for the avoidance of doubt and without prejudice to the generality of the foregoing, it is expressly clarified that no liabilities, claims or obligations whatsoever arising out of or in relation to criminal proceedings, shall arise in respect of the Corporate Debtor or the Resolution Applicants who shall at no point of time, directly or indirectly, have any obligation, liability or duty in relation thereto. If any criminal proceedings initiated against the officers of the Corporate Debtor prior to the Effective Date cannot be disposed of by the Adjudicating Authority under Applicable Law, the same shall continue against such officers. However, any liability accruing to the Corporate Debtor or the Resolution Applicants as a result of such criminal proceedings against the officers of the Corporate Debtor shall be deemed to have been permanently extinguished by the order of the Adjudicating Authority approving this Resolution Plan.	
2.12.4	Upon approval of this Resolution Plan by Adjudicating Authority, the rights of any person (whether exercisable now or in the future), either directly or indirectly, and whether contingent or not, to call for the allotment, issue, sale or transfer of shares of the Company or whether through any exchange or otherwise, shall stand unconditionally and irrevocably extinguished. All employee stock options and sweat equity shares, whether granted, vested or otherwise, shall stand irrevocably and	As per the applicable provision of relevant laws

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Clause	Dispensation	Orders thereon
	unconditionally cancelled and extinguished without further deed or action and for no consideration.	
2.13.7	<p>(i) Subject to Section 2.15, the Company shall have no Liabilities towards the persons currently classified as Promoter or Promoter Group (including the existing Promoters of the Company), persons acting in concert with Promoters, holding companies, subsidiary companies, associate companies, group companies and / or their respective Affiliates / associates). However, it is clarified that all claims of the Company against such Related Parties (and all Liabilities of such Related Parties towards the Company) shall remain outstanding, due and payable in accordance with their terms.</p> <p>(ii) It is further clarified that related party arrangements and agreements of the Company with its Related Parties shall be subject to renegotiation of terms (at the sole and absolute discretion of the Resolution Applicants) and further that the Company shall have the right to terminate such agreements (without any cost to the Company) and without giving any notice, at its sole and absolute discretion.</p> <p>(iii) Any Liabilities, claims, demands, capital contributions or any other form of financial commitment, including but not limited to pledge of shares or any security interest created or provided, whether guaranteed or contractually agreed in writing or otherwise by the Company on behalf of or for its subsidiary companies, associate companies, Group Companies and / or their respective Affiliates, shareholders /</p>	As per the applicable provision of relevant laws

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	associates, as the case may be (including but not limited to the guarantee extended to secure the obligations of Topworth Urja and Metals Limited, Topworth Tollway Satna Private Limited, Topworth Tollways Mangawan Private Limited and Topworth Tollways Ujjain Private Limited), which are in existence prior to the Closing Date and which may be invoked prior to the Closing Date or at any time thereafter, shall stand irrevocably and unconditionally waived and extinguished as on the Closing Date.	
2.13.9 (i)	The amount to be paid to the Operational Creditors under this Resolution Plan shall in in the manner specified in Section 3.9 of Part A (<i>Business Plan</i>) of the Resolution Plan. Any other Liability shall be deemed to be owed and due as of the Insolvency Commencement Date, which is assumed to be included in the Upfront Payments and will be determined by the COC in the manner specified in Section 3.9 of Part A (<i>Business Plan</i>) of the Resolution Plan. All such Liabilities shall immediately, irrevocably and unconditionally stand fully and finally discharged and settled with there being no further claims whatsoever, and all forms of security created or suffered to exist, or rights to create such a security, to secure any obligations towards the Operational Creditors (whether by way of guarantee, bank guarantee, letters of credit or otherwise) shall immediately, irrevocably and unconditionally stand released and discharged, and the Operational Creditors shall waive all rights to invoke or enforce the same. In accordance with the foregoing, all	Allowed

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	claims (whether final or contingent, whether disputed or undisputed, and whether or not notified to or claimed against the Company) of all Government and Statutory Authorities (including in relation to Taxes and all other dues and statutory payments to any Government and Statutory Authority), relating to the period prior to the Effective Date, shall stand fully and finally discharged and settled.	
2.13.9 (ii)	Any and all legal proceedings (including any notice, show cause, adjudication proceedings, assessment proceedings, regulatory orders, etc. initiated before any forum by or on behalf of any Operational Creditor to enforce any rights or claims against the Company shall immediately, irrevocably and unconditionally stand withdrawn, abated, settled and/or extinguished, and the Operational Creditors shall take all necessary steps to ensure the same. Subject to Section 2.15, except for the Other Operational Creditor Payments, the Operational Creditors of the Company shall have no further rights or claims against the Company (including but not limited to, in relation to any past breaches by the Company), in respect of the period prior to the Closing Date, and all such claims shall immediately, irrevocably and unconditionally stand extinguished.	As per the applicable provision of relevant laws
2.13.9 (iii)	Subject to Section 2.15, all claims that may be made against the Company in relation to any payments required to be made by the Company under Applicable Law, or in relation to any breach, contravention or non-compliance of any Applicable Law for a period prior to the Closing Date (whether or not such claim was notified to or claimed against the	As per the applicable provision of relevant laws

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	Company at such time, and whether or not such Government and Statutory Authority was aware of such claim at such time), shall be deemed to be owed and due as of the Insolvency Commencement Date, and shall immediately, irrevocably and unconditionally stand abated, settled and extinguished. No Government and Statutory Authority shall have any further rights or claims against the Company, in respect of the period prior to the Closing Date and / or in respect of the amounts written off.	
2.13.9 (iv)	Subject to Section 2.15, all outstanding obligations of the Company towards its employees and workmen, as of the Closing Date, shall immediately, irrevocably and unconditionally stand fully and finally discharged and settled as on the Closing Date. The employees and workmen of the Company shall have no further rights or claims against the Company, in respect of the period prior to the Closing Date.	As per the applicable provision of relevant laws
2.13.9 (v)	All legal proceedings initiated before any forum by or on behalf of any employees or workmen, to enforce any rights or claims against the Company prior to the Closing Date shall immediately, irrevocably and unconditionally stand abated, withdrawn, settled and/or extinguished and the employees/ workmen shall take all necessary steps to ensure the same.	As per the applicable provision of relevant laws
2.13.9 (viii)	The Company shall not be liable for any non-compliance, default, breach, etc., during the period prior to the Closing Date, in relation to: (i) any contractual arrangements of the Company with counter-parties, including Government and Statutory Authorities; and (ii) failure to take or obtain any approvals,	As per the applicable provision of relevant laws.

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Clause	Dispensation	Orders thereon
	consents or permits relating to use of land for premises for industrial purposes.	
2.13.9 (ix)	The relevant Government and Statutory Authority in relation to Tax shall waive any Tax or interest and shall not initiate any penal proceedings in case of non-fulfilment of any obligations of the Company in relation to which benefit has been claimed by the Company prior to the Effective Date, including in relation to non-fulfilment of export obligation in respect of customs incentive including but not limited to imports under EPCG licenses, non-submission of forms for concessional duty rates, non fulfilment of conditions relating to grant of state incentives etc.	This is for the appropriate authorities to consider.
2.13.12	Subject to Section 2.15, all pre-emptive rights, transfer restrictions, share retention obligations or other limitations or restrictions applicable to the Company in respect of its subsidiaries, joint venture companies and associate companies shall immediately, irrevocably and unconditionally stand extinguished and waived and to that extent, the provisions of this Resolution Plan shall be binding on the subsidiaries, joint venture companies, associate companies of the Company and their respective shareholders, and no consent or approvals shall be required for the implementation of this Resolution Plan from any of the foregoing persons, and, and the Company shall have no Liability to any person in this regard.	As per the applicable provision of relevant laws
2.13.13	Pending the occurrence of the Closing Date, no Financial Creditor shall be entitled to take, initiate or continue any steps or proceedings against the Company or its assets (whether by way of demand, legal proceedings,	As per the applicable provision of relevant laws

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Clause	Dispensation	Orders thereon
	alternative determination process (including arbitration or an expert determination process), the levying of distress, execution of judgment or otherwise) in any jurisdiction whatsoever for the purpose of obtaining payment of any Liability, or for the purpose of placing the Company into liquidation or any analogous proceedings. This is without prejudice to the right of the Financial Creditors to initiate any steps or proceedings against the Company in case of failure to implement the Resolution Plan.	
2.13.14	Pending the occurrence of the Closing Date, no Operational Creditor shall be entitled to take, initiate or continue any steps or proceedings against the Company or its assets (whether by way of demand, legal proceedings, alternative determination process (including arbitration or an expert determination process), the levying of distress, execution of judgment or otherwise) in any jurisdiction whatsoever for the purpose of obtaining payment of any Liability, or for the purpose of placing the Company into liquidation or any analogous proceedings. This is without prejudice to the right of the Operational Creditors to initiate any steps or proceedings against the Company in case of failure to implement the Resolution Plan.	As per the applicable provision of relevant laws
8.1	Under Applicable Law and as directed by the Adjudicating Authority, the implementation of the Resolution Plan may require approval from various authorities. The Monitoring Agency, shall file applications with various authorities as required for implementation of the Resolution Plan,	This will be not just as agreed with the Resolution applicants, but also as required under the statute. The

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IN THE NATIONAL COMPANY LAW TRIBUNAL
CUTTACK BENCH

MA No. 125/CTB/2020

In TP No. 205/CTB/2019

[earlier CP (IB) No.1664/MB/2017]

In re: Resolution plan of CREST STEEL AND POWER PVT. LTD

Clause	Dispensation	Orders thereon
	in a form and manner agreed with the Resolution Applicants.	corporate debtor under the successful resolution applicant or the monitoring agency, as the case may be, shall ensure that applications as prescribed under the statute for grant of the requisite approvals, is made along with the prescribed filing fee, if any, to the appropriate authorities, within the time specified under section 31(4) of the IBC.
8.2	The Resolution Applicants shall be granted liberty to – (i) recast/ resubmit the financial statements and accounts of the Company for the financial years 2017-18 and 2018-19; and (ii) file revised income tax returns of the Company for the financial years 2017-18 and 2018-19 to the relevant Government and Statutory Authorities.	This is for the appropriate authorities to consider

59. The final list of admitted claims from creditors has been submitted and marked as **Annexure H**.

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60. True copy of the duly accepted and acknowledged Letter of Intent and the Performance Security shared by the Successful Resolution Applicant are annexed as **Annexure Q**.
61. The RP declared that Resolution Plan met all the Statutory requirements as required in IBC 2016 and the applicable Rules framed by IBBI. RP also reported that the Plan was evaluated, examined and vetted by himself and was placed before the CoC for its consideration along with his report. A compliance certificate in Form H issued by the Resolution Professional has been submitted and marked as **Annexure R**.
62. On perusal of the documents on record, we are satisfied that the Resolution Plan is in accordance with sections 30 and 31 of the IBC and also complies with regulations 38 and 39 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016. No circumstances exist that militate against grant of approval for the Resolution Plan.
63. The Resolution Plan placed on record in respect of the corporate applicant, is hereby approved. The same shall be binding on the respective corporate applicant, its members, creditors, guarantors, employees and other stakeholders, as also the Resolution Applicants.
64. As far as the question of granting time to comply with the statutory obligations or seeking sanctions from governmental authorities is concerned, the Resolution Applicant is directed to do the same within one year as prescribed under section 31(4) of the Code.
65. Therefore, subject to the observations made in this Order, we hereby accord our approval to the Resolution Plan. The approved Resolution Plan shall form part of this Order.
66. The order of moratorium which has come into effect from 22.04.2019 by virtue of the orders of admission passed on that date by the Adjudicating

IN THE NATIONAL COMPANY LAW TRIBUNAL
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Authority under section 14 of the IBC shall cease to have effect from the date of passing of this Order.

67. In case of non-compliance of this order, the CoC shall forfeit the EMD amount already paid by the Resolution Applicant, in addition to any other action as may be required to be taken under the law. The Successful Resolution Applicant shall also not be entitled to withdraw from the approved Resolution Plan.
68. The Resolution Professional shall forward all records relating to the conduct of the CIRP and the Resolution Plans to the IBBI as mandated by the Insolvency & Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.
69. The RP shall stand discharged from his duties with effect from the date of this Order. He shall, however, perform his duties in terms of the Resolution Plan as approved by this Adjudicating Authority.
70. The Resolution Applicant shall have access to all the Corporate Debtor's records, documents, assets and premises with effect from the date of this Order, to finalize the further line of action required for starting the business operations of the Corporate Debtor.
71. Liberty is hereby granted for moving applications, if required, in connection with implementation of this Resolution Plan.
72. A copy of this Order be sent by the Registry to the Registrar of Companies, Raipur, Chhattisgarh, *inter alia* for updating the status of the Corporate Debtor.
73. The Application being MA No.125/CTB/2020 along with the main Company Petition in TP No.205/CTB/2019 [earlier, CP (IB) No.1664/MB/2017] are disposed of accordingly.

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IN THE NATIONAL COMPANY LAW TRIBUNAL
CUTTACK BENCH

MA No. 125/CTB/2020

In TP No. 205/CTB/2019

[earlier CP (IB) No.1664/MB/2017]

*In re: Resolution plan of **CREST STEEL AND POWER PVT. LTD***

74. The Registry is directed to send e-mail copies of the order forthwith to all the parties and their Ld. Counsel for information and for taking necessary steps. The parties shall file a copy of this order with the Registrar of Companies, Chhattisgarh, Raipur.
75. Certified Copy of this order may be issued, if applied for, upon compliance of all requisite formalities.
76. Ordered accordingly. File be consigned to the record.



Sd

Satya Ranjan Prasad
Member (Technical)



Sd

Rajasekhar V.K.
Member (Judicial)

Signed this 1st day of November, 2021

Ravijeet_P.S.