

RESERVED ON :21.01.2026
PRONOUNCED ON :08.04.2026

**IN THE NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION
NEW DELHI**

EA No.77 of 2021
With
IA/14235/2023, IA/9546/2025
(Directions, Withdrawal)
In
CONSUMER COMPLAINT NO. 1951 OF 2016

1. Prem Prakash Rajpurohit
S/o Mr. Dayal Singh R/o 531, Doordarshan Bhawan,
Tower A, Copernicus Marg, New Delhi-110001
2. Aditi Raina
D/o Dr. Raina R/o S-567, Greater Kailash
Part - 2, New Delhi-110048.
3. A. Austrin Alick
S/o Mr. Bernard Alick R/o Flat33, Adarsh Kunj,
Plot 42, Sector 13, Rohini, Delhi-110085.
B. Veronica Alick
W/o Mr. Bernard Alick R/o Flat33, Adarsh Kunj,
Plot 42, Sector 13, Rohini, Delhi-110085.
4. Alka Dhingra
W/o Mr. Jitendra Dhingra R/o Aspen Greens,
109, Nirvana Country, South City-2 Gurgaon 122018.
5. A. Amit Gaur S/o Mr. Arvind Kumar Gaur
R/o 1976, Chitaranjan Park, New Delhi 110019.
B. Ashmita Gaur (Through Power of Attorney Holder –
Mr. Amit Gaur) D/o Mr. Arvind Kumar Gaur R/o 1976,
Chitaranjan Park, New Delhi 110019.
6. Dharmendra Kumar Gaur, S/o Mr. S. S. Parashar,
R/o Hno 460, Sector 13 Vasundhara, Ghaziabad 201012.



7. Krishan Kumar Pahuja S/o Mr. Dayal Chand Pahuja
R/o House No 1216 Sector 15, Sonapat, Haryana 131001.

8. Manu Bhardwaj S/o-Mr. Chand Bhardwaj
R/o C1/2851, Sushant Lok 1, Gurgaon, Haryana, 122009.

9. Prabha Gupta,
S/o Mr. Pramod Kumar Gupta R/ 803,
Technology Apartments, R/O R/803,
Technology Apartments 24 IP Extension,
Patpar Ganj, Delhi-110092.

10. Neeraj Kumar Sarna S/o Mr. Bal Krishan Sarna
R/o House No.32, Sector 37, Faridabad, Haryana 121003.

11. Saurabh Gupta
S/o Mr. Ram Prakash Gupta
R/o F-600, SPS Residency, Ghaziabad, UP 201014.

12. A. Suchitra Bhati
W/o Mr. Satendra Bhati,
R/o T5/002, Plot No 76,
Grand Forte, Sigma 4, Greater Noida, UP 201312.

B. Satendra Bhati,
(Through Power of Attorney Holder - Ms. Suchitra Bhati)
S/o Mr. Mahendra Pal Singh
R/o T5/002, Plot No 76,
Grand Forte, Sigma 4,
Greater Noida, UP 201312.

13. Prem Narayan Shukla
S/o Madan Mohan Shukla
R/o C 201, SPS apartment,
Panchsheel park, Sahibabad,
Ghaziabad-201005.

14. A. Vishnu Gupta
S/o Mr. Bhikambar
R/o A-3/137 Paschim Vihar, New Delhi 110063.

B. Rashmi Vishnu Gupta
D/o Mr. Vishnu Gupta, R/o A-3/137 Paschim Vihar,
New Delhi 110063.

15. Neha Misra

EA/77/2021 and connected EAs



W/o Mr. Rajesh Misra R/o E-315, Kamla Nagar,
Near Road Paani Ki Tanki, Agra, Uttar Pradesh – 282005.

16. Anil Kumar Jha
S/o Mr. Sushil Jha, R/o N-45/2, Block N,
Saurabh Vihar, Amar Market Jaitpur, Badarpur, Delhi 110044.

17. Kailash Sharma @ Kailash Chandra Sharma
S/o Mr. B. D. Sharma,
R/o A-339, Durga Vihar, Pushpa Bhawan S.O. South Delhi – 110062.

18. A. Brij Bhushan
S/o Mr. Ravi Dutt M-32, Swati Apartments,
I.P. Extension, Patparganj, Delhi – 110092.

a. Vandana Parasher
D/o Late Mr. Brij Bhushan,
R/o EH-2, 502, Eldeco Utopia,
Sec 93A, Noida, Uttar Pradesh

b. Rahul Parasher
S/o Late Mr. Brij Bhushan,
R/o R/o M-32, Swati Apartments, IP Extension, Delhi

c. Vishal Parasher
S/o Late Mr. Brij Bhushan,
R/o 35-C, OCS Apartments, Mayur Vihar,
Phase 1, New Delhi.

B. Usha Parashar
W/o Mr. Brij Bhushan
R/o M-32, Swati Apartments, I.P. Extension,
Patparganj, Delhi – 110092.

..... Complainant (s) /
Decree Holder(s)

Versus

1. M/s Ansal Hi Tech Township Ltd.
UGF 53-56, Ansal Plaza Mall, Pari Chok, Greater Noida,
Gautam Budh Nagar-201307.

2. Ansal API
112, Ansal Bhawan 16, Kasturba Gandhi Marg,
New Delhi-110001.

3. Ansal API

EA/77/2021 and connected EAs



1110, Ansal Bhawan 16, Kasturba Gandhi Marg,
New Delhi-110001.

..... Opp.Party (s) /
Judgment Debtor(s)

**Connected with
EA/78/2021 in CC/1951/2016**

**EA No.224 of 2022
With**

IA/5202/2024(RECALLING OF ORDER)
IA/6494/2024(EXTENSION OF TIME)
IA/9070/2024(WAIVER OF COSTS)
IA/5125/2025(DELETION OF PARTIES)
IA/5668/2025(EXCEMPTION FROM PERSONAL APPEARANCE)
IA/5977/2025(DELETION OF NAME)
IA/8131/2025(EXCEMPTION FROM PERSONAL APPEARANCE)
IA/8132/2025(DELETION OF NAME)
IA/8134/2025(EXCEMPTION FROM PERSONAL APPEARANCE)
IA/11759/2025(CONDONATION OF DELAY)
IA/679/2026(PLACING ADDL. DOCUMENTS)

**In
CONSUMER COMPLAINT NO.2470 OF 2017**

1. Swaranjeet Kaur
W/o Mr. Manjit Singh, R/o Siddha Eden
Lakeville, Streat 201, 2nd Floor, Bonhoogly,
Kolkata, W.B.700108.

2. Manjit Singh
S/o Mr. Bant Singh
(Decree Holders have the same address)

..... Complainant(s) /
Decree Holders

Versus

1. M/s Ansal Hi Tech Township Ltd.
(Through Its Managing Director)
Regd. Office: 115 Ansal Bhawan, 16,
Kasturba Gandhi Marg, New Delhi-110 001.

2. Mr.Pranav Ansal
(Promoter of Ansal Hi-Tech Township Ltd.)
s/o. Sh. Sushil Ansal

EA/77/2021 and connected EAs



R/o. 26, Firozshah Road, New Delhi 110001.

3. Mr. Sushil Ansal
(Promoter of Ansal Hi-Tech Township Ltd.)
s/o. Late Sh. Chiranjiv Lal Ansal
R/o. 26, Firozshah Road, New Delhi 110001.

..... Opp.Party (s) /
Judgment Debtor(s)

Connected with
EA/233, 239, 242, 244, 246-247, 266, 288-293, 320, 359, 372, 404, 419, 435, 455,
536/2022, EA/171, 234, 639, 916/2023, EA/86-87, 101/2024 in CC/2470/2017

EA No.364 of 2022
In
CONSUMER COMPLAINT NO.2456 of 2017

1. Smt. Anita Verma
w/o Sh. Jitendra Kumar Sinha
r/o C-441, Mahavir Zephyr, 1st Cross, Nadamma Layout
Kodichikkanhalli, Bengaluru-560076

..... Complainant(s) /
Decree Holder(s)

2. Jitendra Kumar Sinha
s/o Late Jhulan Prasad

(Decree Holders have the same address)

Versus

1. M/s Ansal Hi Tech Township Ltd.
Through its Managing Director
Regd. Office
115 Ansal Bhawan
16, Kasturba Gandhi Marg
New Delhi-110001

.....Opp. Party(s) /
Judgment Debtor(s)

2. Mr. Pranav Ansal
(Promoter of Ansal Hi-Tech Township Ltd)
s/o Sh. Sushil Ansal
r/o 26, Firozshah Road, New Delhi-110001

3. Mr. Sushil Ansal
(Promoter of Ansal Hi-Tech Township Ltd)
s/o Late Sh. Chiranjiv Lal Ansal
r/o 26, Firozshah Road, New Delhi-110001



Connected with
EA/393-395, 397, 421, 423, 426, 439-452, 538-539, 541-542/2022, EA/124, 186-
187, 642, 644/2023, EA/370-371, 413/2024, EA/16, 52/2025 in CC/2456/2017,
EA/327/2023, EA/167/2025, EA/168/2025 in CC/1951/2016

BEFORE:

HON'BLE DR. INDER JIT SINGH, PRESIDING MEMBER
HON'BLE DR. JUSTICE SUDHIR KUMAR JAIN, MEMBER

For the Complainant/DH(s) :

Ms. Mantika Haryani, Advocate
Mr. Bhanu Mishra, Advocate
In EA/77-78/2021

Mr. Saurabh Jain, Advocate in EA/224,
233, 239, 242, 244, 246, 247, 266,
536/2022 & EA/86/2024, EA/364/202
393-395/2022, 397, and 421/2022, 538,
541/2022, 124/2023,
EA/642 & 644/2023, EA/370, 371, 413/2024,
EA/16 & 52/2025

Mr. Pranjal Mishra and
Ms. Ishita Singh, Advocates
in EA/288, 289, 290, 291, 292,
293/2022, 359/2022, EA/171, 234/2023

Mr. Aditya Parolia, Ms. Sumbul Ismail
Advocates In EA No. 372 of 2022,
EA No. 639/2023

Mr. Azhar Alam, Advocate in EA/404/2022 &
224/2022

Mr. Pramit Saxena and Mr. Dhiraj Singh,
Advocates in EA No. 87/2024, 423/2022.
439/2022, 441/2022, 444-446 of 2022,
449/2022, 451/2022, 452/2022, 539/2022,
541/2022,

Mr. Madhurendra Kumar, Advocate
in EA/101/2024



Ms. Nehmat Sethi, Advocate in EA/397/2022

Mr. Chetan Sharma, Advocate
in EA/327/2023, EA/167/2025& 168/2025,
186/2022, 187/2022

Mr. Sunil Mund, Advocate in EA/440/2022

Mr. Haneef Mohamed, Advocate
in EA/435/2022

Ms. Rashmi Manshani – DH In person

Mr. Raghav Gupta, Advocate
in EA No.419/2022

Mr. Rishabh Kumar Jain, Adv. in
EA Nos. 320/2022, 455/2022 &
916/2023

None for others

For JD No.1	:	None
For Mr. Pranav Ansal	:	Mr. Pranav Ansal, In Person a/w Mr. Malak Bhat, Mr. Hitaish Chauhan, Mr. Saahil Bahety, Advocates
For Mr. Prashant Kumar	:	Mr. Prashant Kumar, In Person a/w Mr. Bharat Arora, Advocate
For Mr. Anoop Sethi & Mr. Sandeep Kohli	:	Mr. Amitesh Gaurav, Advocate
For Mr. Abdul Sami	:	Mr. Abdul Sami, In Person a/w Mr. Sanjeev Mahajan, Advocate
In IA No. 5125 of 2025 & 5668/2025 for	:	Dr.. Shashi Kiran, Sr. Advocate Mr.Arjun Sain, Mr. Nikhil Kumar Sharma,

EA/77/2021 and connected EAs



the Applicant

Advocate

For Mr. Satish Chandra &
Ms. Jagath Chandra and
Mr. Kulamani Biswal

Dr. Shash Kiran, Sr. Advocate
Mr. Nikhil Kumar Sharma, Ms. Anju
Sharma and Mr. Arjun Sain, Advs.

Ms. Deepshikha Malhotra, Advocate
In EA No. 423/2022

ORDER

DR. INDER JIT SINGH, PRESIDING MEMBER

EA No.224 of 2022 in CC No.2470 of 2017 and connected cases.

EA No.77 of 2021 in CC No.1951 of 2016 and connected cases.

EA No. 364 of 2022 in CC No.2456 of 2017 and connected cases.

1. These 70 EAs, as per details given at annexure against the same JD company i.e. **M/s Ansal Hi-Tech Township Limited (AHTTL)**, were heard together last on 21.01.2026, inter alia, on following issues, and orders were reserved:

"10. Following main issues require consideration and adjudication in the present case:

a. Whether judgment dated 12.01.2026 of the Hon'ble Supreme Court in Civil Appeal no. 8465-8466 of 2024 and connected cases cited above, in any way affect the liability of the directors / key managerial personnel of the Company under section 72 of the Consumer Protection Act, 2019 (corresponding Section 27 of Consumer Protection Act, 1986) even in a situation where Company may be under moratorium (in the present case JD No.1 Company i.e. AHTTL is not under moratorium and now as per order dated 07.01.2026 of NCLTAT, moratorium against APIL is restricted to certain project only and not to the Company as a whole.

b. Whether Decree Holders have been able to make out a case for lifting of Corporate Veil to make the parent Company of JD No1 Company i.e. APIL and /or its Directors / Key Managerial Personnel liable for satisfaction of the decree against JD No.1 Company, which is subsidiary Company of APIL and / or complying with subsequent orders of this Commission in this regard."



2. **Brief facts of the case are given in the succeeding paragraphs.**

2.1 CC No.1951 of 2016, Shri Bhrigu Kaushik and Ors. Vs. M/s Ansal Hi-Tech Townships Limited, was disposed of vide this Commission's order dated 16.10.2020 with the following directions:

"13. The complaint is disposed of with the following directions:

(i) The order passed in this complaint is limited to such allottees of residential plots in the project namely 'Sushant Megapolis' who do not want to wait any more for possession of the residential plots allotted to them by the OP and want refund of the amount paid by them to the OP alongwith appropriate compensation etc.

(ii) The OP shall refund the entire principal amount received from the allottees referred in direction (i) above to the concerned allottees alongwith compensation in the form of simple interest @ 8% per annum from the date of each payment till the date of refund.

(iii) The OP shall pay a sum of Rs.50,000/- as cost of litigation to the complainants collectively.

(iv) The payment in terms of this order shall be made within three months from today."

2.2 CC No.2456 of 2017, Sharadha Anand and Ors. Vs. M/s Ansal Hi Tech Townships Limited, was disposed of vide this Commission's order dated 22.11.2021 with the following directions:

*"Since it is a covered case, covered by the order of **Bhrigu Kaushik (Supra)**, while accepting the complaint, we issue following directions as were given in the covered case:*

(i) The OP shall refund the amounts collected from the respective Complainants in full along with simple interest @ 8% per annum from the respective dates of deposits;

(ii) OP shall also pay litigation cost of Rs.50,000/- collectively;

(iii) This order shall be complied with within three months from the date of receipt."



2.3 CC No.2470 of 2017, Vishal Sodhi and Ors. Vs. M/s Ansal Hi-Tech Townships Limited, was disposed of vide this Commission's order dated 11.03.2022 with the following directions:

"9. For the aforesaid reasons, we are inclined to accept the contentions and arguments of the complainant and to dispose off the complaint with the following directions:

(a) The OP shall refund the entire amount received from the respective complainants along with compensation of simple interest @ 12% per annum from the date of respective deposits till the date of refund;

(b) Litigation cost of Rs.25,000/- to each complainant;

(c) Compliance of this order to be done within 3 months of the receipt of the order failing which penal interest @ 15% will be paid for the period of delay;

(d) This order will be limited to only those complainants before this Commission who have not settled the matter with the OP as on the date of the order."

2.4 As the JD company (AHTTL) did not comply with the above stated orders and satisfy the decree(s), various execution applications were filed by different decree holders from time to time, 70 of which have since been clubbed together under this order, as the JD company in all the cases is the same. M/s Ansal Hi-Tech Township Limited (AHTTL) is the JD company against whom there is a decree in the above-stated three consumer complaints.

2.5 **Ansal Properties and Infrastructure Limited (APIL)** is admittedly the parent company of AHTTL, and it owns more than 50% shares of AHTTL. As per the details filed by some of the decree holders in the cases covered under this common order, based on MCA records, the following are the directors/key managerial personnel of the JD company (AHTTL):

1. Ms. Shivani Saxena - Company Secretary



2. Mr. Mohammad Aleem - Director
3. Mr. Harpal Yadav - Director
4. Mr. Wajid Ali - Director
5. Mr. Tasleem Sidiqi - Director
6. Mr. Vidyapati Mishra - Director
7. Mr. Shriram - Director
8. Mr. Banti - Director

2.6. Further, as per the details filed by some of the decree holders in the cases covered under this common order, the following are the directors/ key managerial personnel/ promoters of the parent company (APIL):

1. Mr. Pranav Ansal
2. Mr. Sandeep Kohli
3. Mr. Anoop Sethi
4. Mr. Abdul Sami
5. Mr. Prashant Kumar
6. Mr. Satish Chandra
7. Mr. Kulamani Biswal
8. Ms. Jagath Chandra

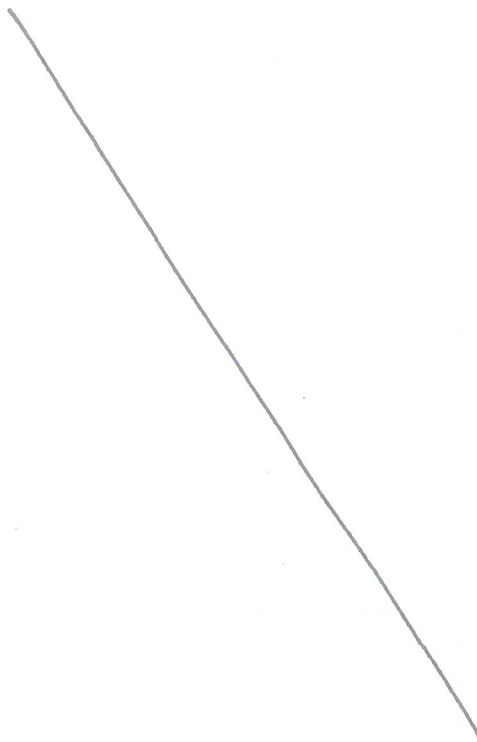
2.7 In EA No.224 of 2022 in CC No.2470 of 2017, in the memo of parties, in addition to indicating AHTTL as JD No. 1, Mr. Pranav Ansal and Mr. Sushil Ansal have been listed, indicating them as promoters of AHTTL. This EA has been filed seeking action against the JDs under Section 72 of the Consumer Protection Act, 2019.



2.8 As per the order dated 02.01.2023, the JD company (AHTTL) was directed to file the names and details of its promoters (shareholders/directors) as well as details of all its movable and immovable assets within two weeks.

2.9 Further, as per order dated 06.03.2023, directions were issued to issue recovery certificate(s) under Section 71 of the Consumer Protection Act, 2019 to the concerned District Collector(s), requiring to recover the outstanding amount(s) from the judgment debtor company in the same manner as arrears of land revenue.

2.10 Vide order dated 06.10.2021, warrant of attachment under Section 139 of the Delhi Land Reforms Act, 1954, was issued by the concerned Assistant Collector Gr.-I/SDM, Chanakya Puri, District New Delhi, attaching the movable and immovable properties of the defaulter. The said attachment warrant is reproduced below:



IN THE COURT OF ASSISTANT COLLECTOR GR-I,
NEW DELHI DISTRICT, GNCTD,
12/1, JAM NAGAR HOUSE, SHAHJHAN ROAD, NEW DELHI

No.F.16 (121)/DC/ND/Ch.Pur/Rec./2020-21/ 5117.18

Dated:- 06/12/2021

**WARRANT OF ATTACHMENT UNDER SECTION 139 OF
DELHI LAND REFORMS ACT, 1954**

Whereas a sum of Rs.98,64,188.72/- (Rs. Ninety Five Lakhs Sixty Four Thousand One Hundred Eighty Eight Rupees and Seventy Two Paise Only) is due to recover from M/s. Ansal Hi-Tech Township Ltd., 115, Ansal Bhawan, 16, K.G. Marg, New Delhi-110001 as arrears of Land Revenue, in case between Sh. Ansal API Megapolis Buyer's Association & Ors. Vs M/s. Ansal Hi-Tech Township Ltd.

And whereas, a Warrant of Attachment to recover the amount stated above was received from the Assistant Registrar, National Consumer Disputes Redressal Commission, Upphokta Nyay Bhawan, F-Block, GPO Complex, INA, New Delhi-110023 vide reference case Ex. No.65/2018 and Consumer Complaint No.1050/2016 dated 19/08/2021 by this office on 26/08/2021.

And whereas, M/s. Ansal Hi-Tech Township Ltd., 115, Ansal Bhawan, 16, K.G. Marg, New Delhi-110001 failed to deposit the said amount in Hon'ble Court.

Now, therefore, I, Geeta Grover, Assistant Collector Gr-I/SDM (Chanakya Puri), District New Delhi in exercise of the powers conferred upon me u/s 139 of the Delhi Land Reform Act, 1954 do hereby attach the moveable or immovable property of the defaulter.

Given under my hand and seal of this court.

CS
6/12/2021
(GEETA GROVER)
ASSISTANT COLLECTOR Gr.-I/SDM
SUB-DIVISION (CHANAKYA PURI)
DISTRICT NEW DELHI

To
M/s. Ansal Hi-Tech Township Ltd.,
115, Ansal Bhawan, 16, K.G. Marg,
New Delhi-110001.

Copy To:-
S.H.O.,
PS: Barakhamba Road,
New Delhi-110001

Received
SI on Barakhamba
PS-Barakhamba Road

2.11 Subsequently, vide its letter dated 31.12.2021, the Deputy Director (Tax), New Delhi Municipal Council, informed the SDM, Chanakya Puri, of the details of the property, Flat No. 115, Ansal Bhawan, stating that the said flat stands mutated in the name of Ansal Infrastructure Private Limited (the parent company of AHTTL). The said report is reproduced below:



OFFICE OF DY. DIRECTOR (TAX)
NEW DELHI MUNICIPAL COUNCIL
PALIKA KENDRA, NEW DELHI

No. D-270/Dy. Dir. (Tax)/2021

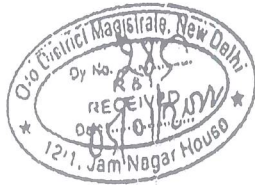
Dated:- 31/12/2021

Ms. Geeta Grover
Collector of Stamps/SDM (Chankya Puri)
Government of NCT of Delhi
12/1, Jam Nagar House
Shahjahan Road
New Delhi - 110001

Sub: Details of Property Flat No. 115, Ansal Bhawan, 16, K.G. Marg, New Delhi.

Madam/Sir,

Please find enclosed herewith the information required by you vide letter No. F. No. 16(121)/DC/ND/Ch.Puri/Rec./2017-18/6960-61 dated 12/11/2021, in r/o Flat No. 115, Ansal Bhawan, 16, K.G. Marg New Delhi (commercial premises). The Flat stands mutated in the name of Ansal Infrastructure Private Ltd.



31/12/21
Dy. Director (Tax)
Room No. 1704, 17th Floor
Palika Kendra, Sansad marg,
New Delhi-110001



Property details Performa for in respect of Property No. 115, Ansal Bhawan, New Delhi-01.

Sl. No.	Detail Required	Property Details
1	Address	115, Ansal Bhawan, New Delhi
2	Year of Construction	1973
3	Type of Property i) Residential ii) Commercial iii) Institution	Commercial
4	Name of Owner	Ansal Properties & Infrastructure Ltd.
5	Total Covered /Floor Area (square meter)	Flat - 15.14 Sq. Mtr. Mezz. - 185.80 Sq. Mtr.
7	Number of Floors	Multistory Building Flat at Floor- 1st Floor


Dy. Director (Tax)
Room No. 1704, 17th Floor, Palika Kendra
Sansad Marg, New Delhi - 110001

2.12 Subsequently, the SDM, Chanakya Puri, informed this Commission that the owner of the said property No. 115, Ansal Bhawan, is APIL (the parent company) and not AHTTL (the JD company). The said report is also reproduced below:



**IN THE COURT OF HON'BLE
NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION,
UPBHOKTA NAYAY BHAWAN, F-BLOCK, GPO COMPLEX, INA,
NEW DELHI-110023**

To,

The Deputy Registrar,
National Consumer Disputes Redressal Commission,
Upbhokta Nayay Bhawan, F-Block, GPO Complex,
INA, New Delhi-110023

In the matter of

Execution Application No. 65 of 2018

Ansal API Megapolis Buyer's Association & Ors.

N. D.O.H.-20/01/2022

Vs

Ansal Hi-Tech Township Ltd.

Most respectfully showth as under:-

1. It is humbly informed that as per direction of Hon'ble Court vide order dated 12/10/2021, the property attached should be sold.
2. It is humbly informed that the letter was issued to the Director (Tax), NDMC, Palika Kendra, Parliament Street, New Delhi on 12/11/2021 for details of property and ownership of the property bearing no.115, Ansal Bhawan, 16, Kasturba Gandhi Marg, New Delhi-110001. A copy of the letter is hereby annexed as Annexure 'A'.
3. It is also humbly informed that the Dy. Ditector (Tax), NDMC, Room No.1704, 17th Floor, Palika Kendra, Sansad Marg, New Delhi-110001 has sent a reply vide letter No.D-270/Dy.Dir.(Tax)/2021 dated 31/12/2021 in which mentioned that the total covered area of Flat No.115, Ansal Bhawan, 16, K.G. Marg, New Delhi-11001 is 15.14 Sq. Mtr. only and the owner of this property is Ansal Properties & Infrastructure Ltd. A copy of the reply of NDMC is hereby annexed as annexure 'B'.
4. That the Valuation report prepared as per details provided by the NDMC for the above said property on the basis of circle rates notified by the GNCTD vide its notification dated 26/02/2021 is $15.14 \times 80,640 \times 1.25 = 15,26,112/-$ (Rs. Fifteen Lakhs Twenty Six Thousand One Hundred Twelve Only) and recoverable amount is Rs.95,64,188.72/- (Rs. Ninety Five Lakhs and Sixty Four Thousand One Hundred Eighty Eight Rupees and Seventy Two Paise Only). The copy of the valuation report is hereby annexed as annexure 'C'.



5. It is humbly informed that as per records of NDMC, the owner of property No.115, Ansal Bhawan, 16, Kasturba Gandhi Marg, New Delhi-110001 is Ansal Properties & Infrastructure Ltd. not the Ansal Hi-Tech Township Ltd. against whom the recovery proceedings initiated. The Revenue department has no records of the aforesaid property.

6. It is humbly further informed that as per Company Master Data of Ministry of Corporate Affairs, Govt. India, the registered address of M/s. Ansal Hi-Tech Township Ltd. is Half Basement No.1, 15, East of Kailash Community Centre, Sandhya Deep Building, South Delhi-110065 which is not under the jurisdiction of New Delhi District. The copy of Company Master Data is hereby annexed as annexure 'D'.

Prayer:

It is humbly prayed to the Hon'ble Court that in view of the facts stated above it is requested to give direction that whether the property in question be sold or not.

2.13. Vide order dated 01.01.2024 in EA No.224 of 2022 in CC No.2470 of 2017 and certain connected EAs, bailable warrants were issued to the directors as per memo of parties for their attendance on the next date. Again, on 06.02.2024, bailable warrants were issued against certain persons.

2.14 On 03.09.2024, Mr. Mohd. Aaleem, Director of the JD company, appeared before the Commission. However, he failed to appear on the next date. The Registry, vide its report dated 06.11.2024, reported that the hearing notice has been returned from the directors of the JD company with postal remarks "item returned refused."

2.15 Order dated 08.11.2024 of this Commission records that there has been repeated failures on the part of the JD in complying with the specific orders of this Commission. Non-bailable warrants (NBWs) were directed to be issued, which



were delivered to the respective police stations, as per the report of the Registry dated 06.11.2024. The Registry was directed to issue a fresh reminder and follow up for execution of these orders. The director of the JD company was absent on the next date as well, i.e., 18.12.2024, and the counsel representing the JD was not in a position to give any assurance/undertaking or a specific timeframe for refunding the entire amount under the decree. As a last opportunity, on this date, the JD was granted a maximum of two months' time to fully satisfy the decree by paying the amount in two equal monthly instalments to all the decree holders covered under the said order, with the first instalment to be paid on or before 18.01.2025 and the second instalment to be paid on or before 18.02.2025. Further, the JDs were also directed to file, on affidavit, within two weeks, a list of all their bank accounts, properties, and key managerial personnel since the date of the decree, including the current incumbents.

2.16 On 05.03.2025, when the cases were heard, noting that neither the decree has been satisfied in accordance with paragraph 3 of the order dated 18.12.2024, nor the requisite affidavit, giving details of bank accounts, properties, and key managerial personnel, as directed in the paragraph 4 of the said order, has been filed, and even the cost imposed has not been deposited, directions were issued against the eight directors/key managerial personnel of the JD company listed in paragraph 6(a) of this order above, to show cause, in writing, in six weeks, as to why coercive steps should not be taken against them for non-satisfaction of the decree dated 11.03.2022 and 22.11.2021, and non-compliance of other orders of this Commission passed in the cases covered under that order, in particular the order dated 18.12.2024. Similar orders were issued against the eight promoters of the parent company (APIL) of the JD company, details of which have been given in paragraph 7 of order dated 05.03.2026 above. Further, these 16 persons were directed not only to show cause but also to appear in person on the next date of hearing, failing which coercive steps for ensuring their presence through police authorities were to be taken. It was also ordered that, as the JD company (AHTTL) is common in all the cases, the details of the directors of the JD company (AHTTL)



and/or its parent company (APIL), filed in any of the cases, shall be treated/ utilised for all the cases covered under the common order. On this date, the JD company was represented through Advocate Mr. S. Surender, although none of the directors/key managerial personnel were represented. It was also stated on this date that the parent company (APIL) has gone into insolvency.

2.17 On 14.05.2025, when the cases were taken up, the following directors of the parent company (APIL) were present:

1. Mr. Satish Chandra
2. Mr. Kulamani Biswal
3. Ms. Jagath Chandra
4. Mr. Sandeep Kohli
5. Mr. Anoop Sethi

2.18 None appeared from amongst the eight directors of the JD company. Further, Mr. Pranav Ansal, Mr. Abdul Sami, and Mr. Prashant Kumar, the directors of the parent company (APIL), were also absent/unrepresented. Various IAs have been filed by some of the directors of the parent company seeking deletion of their names on various grounds. On this date also, the JD company (AHTTL) was represented through its Advocate Mr. S. Surender, and a direction was issued to the company to file, on affidavit, complete details of its directors as well as promoters (whether individuals or company), including the current directors as well as all those who were directors at any point of time on or after the date of the decree, even if some of them have resigned now. Fresh notices were also issued to the eight directors of the JD company (AHTTL) and the three directors of the parent company (APIL) who were absent on this date, for their attendance on the next date.

2.19 Further, on this date, **EA Nos. 77 of 2021 and 78 of 2021 were also taken up, and our attention was drawn to the order dated 09.09.2024 of the Hon'ble Supreme Court, wherein there is a direction to dispose of these execution petitions as expeditiously as possible and preferably within a period of six months.**



2.20 In these two cases, as per order dated 28.11.2024, certain directions were passed, including the attachment of certain bank accounts of the JD company (AHTTL). On 14.05.2025, it was specifically stated that the details of the bank accounts, properties, and directors of the JD company (AHTTL) / parent company (APIL), available in any of the cases covered under this order, shall be utilised for all the cases covered under this order, and if the JDs dispute the correctness of any such details filed in any case, they shall file their specific response within four weeks.

2.21 When the cases were again taken up on 20.08.2025, the following persons of the parent company (APIL) were present:

1. Mr. Pranav Ansal
2. Mr. Abdul Sami
3. Mr. Prashant Kumar

2.22 The three independent directors, who were exempted from their personal appearance i.e. Ms. Jagath Chandra, Mr. Satish Chandra, Mr. Kulamani Biswal, and two other directors Mr. Anoop Sethi and Mr. Sandeep Kohli, were represented through their respective counsels.

2.23 It was noted on this date that the non-compliance by the JD company (AHTTL) of various earlier orders of this Commission is wilful, as they have been given repeated opportunities to at least file, on affidavit, details of their bank accounts, properties, and directors/key managerial personnel, which they have failed to do so.

2.24 Note was also taken of the orders dated 16.07.2025 of the Hon'ble Supreme Court, wherein the Hon'ble Supreme Court primarily directed to conclude the execution proceedings within four months. It was decided that the spirit of these directions shall apply to all the cases covered under this order, and hence all the cases were decided to be taken up on priority in a time-bound manner.



2.25. Further, it was decided that before fixing liability on any of the alleged directors/key managerial personnel/promoters/shareholders of the JD company (AHTTL) / parent company (APIL), the applications filed by the concerned directors/key managerial personnel with respect to their liability have to be taken up especially considering that the Hon'ble Supreme Court in **Ansal Crown Heights Flat Buyers Association (Regd.) vs M/s Ansal Crown Infrabuild Private Limited & Ors.**, Civil Appeal No(s). 4480-4481 of 2023, decided on 17.01.2024, has clearly stated that proceedings against the directors of the JD company and promoters of the JD company, even in a situation where the company is under moratorium, such directors should be otherwise liable. On this date, fresh summons to the eight directors of the JD company (AHTTL) were issued, and the advocate on record representing the JD company was also directed to declare the current complete postal address of the JD company (AHTTL), including its registered office/ head office/ any such other office from where the JD company (AHTTL) is conducting its business. Summons were also issued to these persons through the concerned SHOs of the concerned police stations of the area for their attendance on the next date.

2.26 Further, on this date, the parties/their counsels were heard with respect to their liability of Mr. Sandeep Kohli, Mr. Anoop Sethi, Ms. Jagat Chandra, Mr. Satish Chandra, and Mr. Kulamani Biswal. The submissions of Mr. Pranav Ansal, Mr. Abdul Sami, and Mr. Prashant Kumar with respect to their liability were partly heard on this date and were to continue on the next date.

2.27 It was observed vide order dated 28.08.2025 that the whereabouts of the eight directors of the JD company (AHTTL) are not locatable/ known, and they have not appeared before the Commission. As regards the eight promoters/directors of the parent company (APIL), they admittedly were not/are not the directors/ key managerial personnel of the JD company (AHTTL) per se, and there were no directions per se against them in the decree. However, the decree holders pressed the execution of their decrees against them in their capacity as directors/ key managerial personnel/promoters/shareholders of the parent company of the JD



company. Hence, the decree holders were directed to argue their case on the next date as to how the directors/key managerial personnel/promoters/shareholders of the parent company (APIL) can be held liable for execution of the decree of their subsidiary company (AHTTL). They were also directed to come prepared as to whether the conditions for lifting the corporate veil of the JD company (AHTTL) and/or the parent company (APIL) are met. On this date, considering that the parent company (APIL) was under moratorium, summons were also issued to the IRP of APIL.

2.28 Further, noticing that the vakalatnama on behalf of the JD company is signed by one of its authorised signatories, Mr. Arvind Kumar Pundhir, he (Mr. Arvind Kumar Pundhir), who has signed the vakalatnama as per the board resolution, as well as Mr. Mohammed Aleem and Mr. Bunti, the two directors of the JD company (AHTTL), who have signed the resolution, were directed to appear in person before the Commission on the next date, and the AOR was also put under an obligation to declare their complete address and whereabouts. Both sides were directed to file complete compilations.

2.29 On 12.11.2025, only the following persons were present before this Commission:

1. Mr. Pranav Ansal, who claimed to be the former Chairman of APIL, and also submitted that now, the company being under moratorium, the IRP has taken charge and hence he is not presently the Chairman;
2. Mr. Abdul Sami, the Company Secretary of APIL;
3. Mr. Prashant Kumar, who claimed to be an ex-employee of APIL;
4. Mr. Arvind Kumar Pundhir, authorized representative of AHTTL (JD company);
5. Mr. Banti, one of the Directors of AHTTL.

2.30 Hence, it was decided to issue bailable arrest warrants against all those persons who were directed to be present on this date as per order dated 20.08.2025 but were absent.



2.31 Further, it was noted that although an affidavit has been filed by the JD company (AHTTL) through its authorized representative, Mr. Arvind Kumar Pundhir, on 07.11.2025, perusal of the same showed that it is incomplete and not in full compliance of this Commission's earlier orders. Accordingly, the authorized representative, Mr. Arvind Kumar Pundhir, who was present in person, categorically undertook that he shall file details of all the bank accounts of the company, as well as all its movable properties, within a maximum of one week from today, failing which he shall face coercive steps from this Commission. Although, the said affidavit contained details of one land measuring about 1660 acres, it was admitted during the hearing by the counsel representing the JD company (AHTTL) that they are not in the ownership of the entire 1660 acres and possibly only about 130 acres out of this. Hence, it was established prima facie that the said affidavit has been filed in a casual manner without application of mind and without giving correct and complete details. The authorised representative was also directed to file complete current residential as well as business addresses of all their directors, along with current contact phone numbers/mobile numbers and email addresses. **Directions were also issued that the JD company (AHTTL) shall not create any third-party right or deal with any of its movable or immovable properties in any manner whatsoever till further orders of this Commission. Further, it was directed that the JD company shall not make any withdrawals from any of its bank accounts till the next date of hearing without prior permission of this Commission.** On this date, one of the directors, Mr. Banti, was present in person and submitted that he would like to engage the services of an advocate. He was granted two weeks' time for the same so that on the next date he is duly represented and having the services of counsel to present his case properly. He was also directed to file a reply to the show cause notice.

2.32 On 21.01.2026, the matter was heard with respect to the liability of Mr. Pranav Ansal, Mr. Prashant Kumar, and Mr. Abdul Sami. The main contention of the parties, who were represented through their respective counsels, was that they are neither the directors nor ex-directors nor key managerial personnel nor ex-key managerial personnel of the JD company (AHTTL), and hence they cannot be held



liable for non-satisfaction of the decree by AHTTL. They are/were the directors/key managerial personnel/employees of, admittedly, the parent company (APIL). It was contended that no case has been made out by the decree holders for lifting of the corporate veil, and there are no pleadings of fraud or dishonesty either in the consumer complaints or in the EAs, and there are no allegations of evasion of taxes or siphoning of the money on the part of APIL or any of the directors or key managerial personnel. It was pleaded that AHTTL and APIL, though in the relationship of a subsidiary and parent company, legally are independent companies, and the parent company cannot be held liable for the acts of omission or commission of its subsidiary company. It was admitted that APIL owns more than 50% of the shareholding in its subsidiary company (AHTTL). Reliance was made on the judgment of the Hon'ble Supreme Court dated 12.01.2026 in a civil appeal no.8465-8466 of 2024 – **Ansal Crown Heights Flat Buyers Association (regd.) Vs. M/s Ansal Crown Infrabuild Pvt. Ltd. and Ors. and connected cases** to argue that, as per this judgment, no liability can be fixed on the directors/key managerial personnel for satisfaction of the decree unless they were parties to the consumer complaint and the decree was against them in addition to being against the company in which they are directors/ key managerial personnel.

2.33 It was argued that even if a holistic reading of the judgment leads to the conclusion that, notwithstanding that action under section 71 of the Consumer Protection Act, 2019 for satisfaction of the decree cannot be taken against the Directors / Key Managerial Personnel of the Company in terms of attachment of their personal properties / assets, but coercive steps under section 72 may lie against the directors / Key Managerial Personnel on account of non-compliance of decree / orders of this Commission by the JD Company, in this case, such action can lie against the directors / key managerial personnel of JD No.1 Company only i.e. AHTTL and not against those of the parent Company i.e. APIL.

2.34 It was also submitted that earlier APIL have entered into agreement with Sarvottam Group for sale of their stake in AHTTL. As the deal did not finally

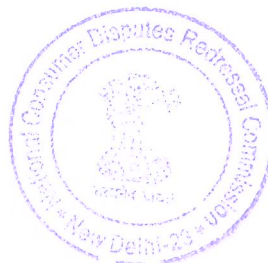


materialize, they entered into subsequent agreement with C AND S Apex Private Limited, submitting further that formal transfer of shares has still not taken place. It is also pleaded that their clients have been summoned only based on the oral submissions made on 05.03.2025.

2.35 Decree Holders on the other hand strongly contended, relying on various judgments, compilations of which was placed on record during the course of hearing that this is a fit case where Corporate Veil should be lifted as APIL was the main promoter of the project in question which is in Bulandshahr. They have also drawn our attention to various documents, some of which were filed as part of EA No. 224 of 2022 – Swaranjeet Kaur and Anr while the compilation has been filed in EA No. 288 of 2022 –Devender Kumar. As we have clubbed all the EAs, hence even as per earlier orders, we are taking note of the documents / judgments relied upon by the parties even if filed in one case for all the cases which are covered under this order. It was also submitted that in EA No. 288 of 2022 they have also pleaded that JD No.2 i.e. Mr. Pranav Ansal is liable for the acts of commission and omission of JD No.1 Company.

2.36 It was pointed out during the hearing that although APIL was earlier under moratorium, now as per order dated 07.01.2026 of NCLAT, the moratorium has been restricted only to certain projects of the APIL and project in question is not covered under moratorium. Hence as regards present cases are concerned, project in question not being under moratorium, APIL should be treated as not being under moratorium and action should be taken against APIL as well as its Directors / key Managerial Personnel on account of its subsidiary Company AHTTL not complying with the decree, by lifting the Corporate Veil.

3. In pursuance to the directions contained in the said order dated 21.01.2026, both sides have filed their written notes of arguments along with copies of the relevant case laws on which reliance is made.



3.1 The contentions of both sides, based on their reply (wherever filed) oral submissions during hearing as well as those contained in their written submissions (wherever filed), are briefly summed up in the succeeding paragraphs:

4. Contentions of the directors/ key managerial personnel of the parent company (APIL) with respect to their liability to satisfy the decree against the judgment debtor company (AHTTL) and/ or to face action under Section 72 of the Consumer Protection Act, 2019:

(A) Contentions of Mr. Pranav Ansal

4.1 Vide orders dated 05.03.2025 & 14.05.2025, Mr. Pranav Ansal was directed to show cause why coercive steps should not be initiated against him. An affidavit in reply to the show cause notice was filed by Mr. Pranav Ansal on 28.08.2025 (reply dated 18.08.2025). On 20.08.2025, during the hearing, the counsel representing Mr. Pranav Ansal submitted that he was never the Director of the JD company (AHTTL) and that he is/ was never associated with that company in any manner. However, it was admitted that he was the Vice-Chairman and a whole-time Director of the alleged parent company (APIL), which is now under moratorium, and consequently, he is now in a suspended state, as the whole management is in a suspended state and the IRP has taken over the company. He also submitted that he was not a party in the consumer complaint in which the decrees have been passed, and there are no directions against him in the decrees covered under the present cases.

4.2 On 12.11.2025, when the case was further heard, Mr. Pranav Ansal, who claimed to be the former Chairman of APIL, again submitted that the company (APIL) is under moratorium and the RP has taken charge. (Earlier, Mr. Pranav Ansal had also submitted that he was under personal IBC process and moratorium). The hearing on the liability of Mr. Pranav Ansal continued on 21.01.2026, when, after the conclusion of the hearing, orders were reserved. Their



main contentions were recorded in paragraphs 6 and 7 of the order dated 21.01.2026, which are reproduced below:

“6. The main contention of the parties who are represented today through their respective counsels as detailed above is that they are neither the Directors or Ex-Directors or Key Managerial Personnel or Ex-Key Managerial Personnel of JD No.1 Company i.e. AHTTL, hence they cannot be held liable for non satisfaction of the decree by AHTTL. They are / were the directors / Key Managerial Personnel / employees of admittedly the parent Company i.e. AHTTL i.e. APIL. It was contended that no case has been made out by the Decree Holder(s) for lifting of the Corporate Veil and there are no pleadings of fraud or dishonesty either in the Consumer Complaint or in the EA(s) and there are no allegations of evasion of taxes or siphoning off of the money on the part of the APIL or any of its Directors or Key Managerial Personnel. It is pleaded that AHTTL and APIL though in the relationship of a subsidiary – parent Company, legally are independent companies and the parent Company cannot be held liable for the acts of omission or commission of their subsidiary Company. It is admitted that APIL owns more than 50% of the share holding in their subsidiary company AHTTL. Reliance was made on the **judgments of the Hon’ble Supreme Court dated 12.01.2026 in Civil Appeal No. 8565-8466 of 2024 – Ansal Crown Heights Flat Buyers Association (regd.) Vs. M/s Ansal Crown Infrabuild Pvt. Ltd. and Ors. and connected cases** to argue that as per this judgment, no liability can be fixed on the directors / Key Managerial Personnel for satisfaction of the decree unless as they were parties to the consumer complaint and decree was against them in addition to being against the company in which they are the directors / Key Managerial Personnel.

7. It was argued that even if holistic reading of the judgment leads to the conclusion that notwithstanding that action under section 71 of Consumer Protection Act, 2019 for satisfaction of decree cannot be taken against the Directors / Key Managerial Personnel of the Company in terms of attachment of their personal properties / assets, but coercive steps under section 72 may lie against the directors / Key Managerial Personnel on account of non compliance of decree / orders of this Commission by the JD Company, in this case such action can lie against the directors / Key Managerial Personnel only of JD No.1 Company only (AHTTL) and not against those of the parent Company i.e. APIL. It was also submitted that earlier APIL have entered into agreement with Sarvottam Group for sale of their stake in AHTTL. As the deal did not finally materialize, they entered into subsequent agreement with C AND S Apex Private Limited, submitting further that formal transfer of shares has still not taken place. It is also pleaded that their clients have been summoned only based on the oral submissions made on 05.03.2025.”

4.3 It was pointed out during the hearing that although APIL was earlier under moratorium, now as per order dated 07.01.2026 of the NCLAT, the moratorium has



been restricted only to certain projects of the APIL, and the project in question is not covered under the moratorium. Hence, as regards the present cases are concerned, the project in question not being under moratorium, APIL should be treated as not being under moratorium, and action should be taken against APIL as well as its Directors / key Managerial Personnel on account of its subsidiary Company (AHTTL), not complying with the decree, by lifting the Corporate Veil.

4.4 In compliance of the order dated 21.01.2026, written submissions have also been been filed on 03.02.2026 by Mr. Pranav Ansal, along with copies of various judgments relied upon by him.

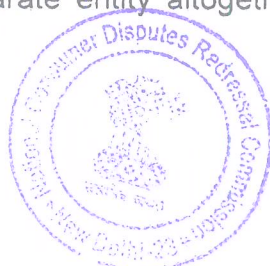
4.5 In the reply dated 18.08.2025 to the show cause notice filed by Mr. Pranav Ansal (filed on 28.08.2025), inter alia, it is submitted as follows:

4.5.1 That he was a director of APIL, a public listed company engaged in real estate development, before APIL was admitted into insolvency by NCLT vide order dated 25.02.2025, whereby a moratorium is also in effect on the assets of APIL.

4.5.2 He (Mr. Pranav Ansal) himself has been admitted into personal insolvency under Section 95 of the IBC vide order dated 28.08.2024 of the NCLT, accordingly, a moratorium is in effect on his assets.

4.5.3 He has never been associated with the JD company (AHTTL) in any manner whatsoever, be it financially or managerially. Further, he was neither a party in the consumer complaint, nor is he a party in the present execution proceedings. He has been wrongly summoned to show cause under the misrepresentation that he is a whole-time Director of the JD company, although he is completely unconnected with the JD company (AHTTL).

4.5.4 He has never been in control of the finances, appointments, projects undertaken etc. of AHTTL. He is not involved in the management or workings of AHTTL, which operates as a separate entity altogether controlled by a different



group of persons. He has never held any shares or post in any manner whatsoever in the JD company (AHTTL), nor has ever controlled/managed the affairs of AHTTL. He has not drawn a single penny from the coffers of AHTTL, and otherwise, he has never been in authority to access the funds of AHTTL. He has never been involved with the JD company (AHTTL) and, naturally, has never attended even a single board meeting of the JD company (AHTTL), and as such, he cannot be held liable for the acts of the JD company (AHTTL).

4.5.5 As, both he himself and APIL are undergoing an insolvency as per the NCLT's orders, no execution decrees can be enforced against them, as they are not in control of their respective assets anymore.

4.5.6 The judgment dated 04.03.2025 of the Hon'ble Supreme Court in **Saranga Anilkumar Aggarwal v. Bhavesh Dhirajlal Sheth & Ors.**, Civil Appeal No.4048 of 2024, is inapplicable in the facts and circumstances of the case. Although, in this judgment, the Hon'ble Supreme Court clarified that the moratorium under Section 96 of the IBC is no bar to continuation of proceedings under the Consumer Protection Act, the said judgment is applicable only as regards the directors of the judgment debtor company and is inapplicable qua the directors of the parent/holding company (APIL) of the judgment debtor company (AHTTL), hence, this judgment is distinguishable.

4.5.7 It is a settled law that a holding company cannot be held liable for the acts of its subsidiaries, therefore, under no circumstances can the directors of APIL be asked to appear and satisfy the decree under execution which was passed against JD company (AHTTL), a subsidiary of APIL. The Hon'ble Supreme Court, in **Regional Provident Fund Commissioner and Ors. Vs. ABS Spinning Orissa Ltd. & Anr.**, Civil Appeal No.6928 of 2002, observed that a holding company cannot be held liable for the recovery of provident fund dues of its subsidiary company. Reliance was also made on this Commission's judgment dated 16.10.2024 in RP/2837/2015 in **U.P Electronics Corporation Ltd. v. Rishi Agarwal & Anr.** Reliance was also placed on the judgment of the Hon'ble Delhi

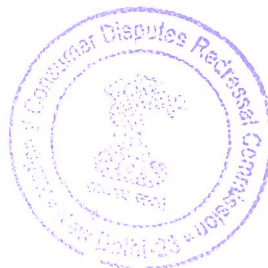


High Court in **Peter Beck Und Partner Vermögensverwaltung Gmbh v. Prakash Industries Ltd.**, 2023 SCC OnLine Del 2512, in which it was held that an entity which was not a party to the original proceedings cannot be arrayed as a party in the execution proceedings.

4.5.8 It is settled law that the executing court cannot go beyond the decree. However, by summoning the deponent, this Commission is seeking execution of the decree by a person who is a third party to the whole complaint case and unconnected with the JD company. The Provisions of Sections 71 and 72 of the Consumer Protection Act, 2019 cannot extend to directors of the parent/holding company, as such an exercise is impermissible in law. Reliance was placed on the Hon'ble Delhi High Court Judgment in **Sandeep Jain v. Salil Bakshi**, (CM(M) No.718/2021), submitting that it was held in this case that neither the Consumer Protection Act, 1986 nor the Consumer Protection Act, 2019 contains any provision by which a director can be made liable to satisfy the decree of a company. Hence, a director cannot be made personally liable for the debts of a company. In the present situation, Mr. Pranav Ansal is not even a director of the JD company but a director of the parent/ holding company of the JD company. Therefore, there is no cause or legal basis to take any coercive steps against him.

4.6 In the written submissions filed on 03.02.2026, it is contended as follows:

4.6.1 APIL was incorporated on 30.06.1967. A consortium of companies led by M/s Uttam Malwa Steel Ltd. was formed on 12.10.2004, wherein APIL is a 25% stakeholder. Ansal Hi-Tech Township Ltd. (JD company/ AHTTL) was incorporated on 06.11.2006 by the above mentioned consortium, wherein its own set of directors were nominated to run the affairs of AHTTL. AHTTL started the present project by the name Sushant Megapolis on 05.10.2012. On 01.11.2012, the deponent (Mr. Pranav Ansal) was nominated as a director in APIL.



4.6.2 The decree holders have not filed any documents or pleaded anywhere in the execution petitions or elsewhere how the deponent (Mr. Pranav Ansal) is liable for the acts of AHTTL. No notice has been issued to APIL, the holding company, however, directly notices have been issued to the deponent, who is the director of APIL. Hence, APIL is a necessary party, since the present proceedings are concerned with lifting of corporate veil of not only AHTTL but also of APIL, on the basis of the allegation that the deponent acted through APIL to control AHTTL. Even if assuming that APIL was the company in default, even then any action against the deponent would have to be proved beyond any doubt by way of imputing specific acts, which had to be pleaded in the complaint and the execution and proved as per law, all of which is missing in the present case.

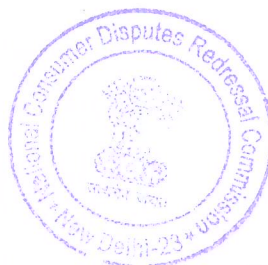
4.6.3 Reliance has been made on the following judgment of the Hon'ble Supreme Court:

- (a) **Sunil Bharti Mittal v. Central Bureau of Investigation (2015) 4 SCC 609 (para 44).**
- (b) **Ansal Crown Heights Flat Buyers Association (Regd.) v. M/s Ansal Crown Infrabuild Pvt. Ltd. & Ors., (2026) INSC 51 (para 18).**
- (c) **Life Insurance Corporation of India v. Escorts Ltd. & Ors., (1986) 1 SCC 264 (para 90).**
- (d) **Balwant Rai Saluja & Anr. v. Air India Ltd. & Ors. (2014) 9 SCC 407 (para 69).**

4.7 Responding to the judgments relied upon by the decree holders, the deponent (Mr. Pranav Ansal) as submitted as follows:

- (a) **Bhatia Industries & Infrastructure Limited v. Asian Natural Resources (India) [Appeal (L) No. 794 of 2015] of the Hon'ble Bombay High Court**

In the above cited case, the Hon'ble Bombay High Court while upholding the lifting of corporate veil of the Petitioner had noted the following things -



a. Director in both the cases was common and rest of the employees were also same. [Para 24(A)]

b. Reliance was placed on a report by a credit rating agency i.e. ICRA which encompassed a finding that the subsidiary company was part of "a stronger promoter group". (Para 24(E))

c. There were multiple affidavits filed by the Respondent explaining how the Petitioners were interlinked/same and warranted lifting of corporate veil. [Para 28]

All the abovementioned factors are missing in the present case, therefore, any reliance placed by the Decree Holders on the above judgment is sans any reasoning. In fact, in the above case, the finding of lifting of corporate veil was only arrived at once the Hon'ble Court was satisfied with the documents on record as explained by the multiple affidavits filed by the Respondent.

b. Delhi Airport Metro Express Pvt. Ltd. v. Delhi Metro Rail Corporation [OMP (ENF) (COMM.) No. 145/2021] passed by the Hon'ble High Court of Delhi

The above cited judgement was overturned by the Hon'ble Supreme Court vide its judgement dated 09.09.2021 in Civil Appeal No. 5627 of 2021. Therefore, no reliance can be placed on the said judgement.

c. Delhi Development Authority v. Skipper Construction Co. (P) Ltd. [(1996) 4 SCC 622]

(i) The above judgement arose out of a gross contempt of the orders of the Hon'ble Delhi High Court and the Hon'ble Supreme Court wherein the Hon'ble Supreme Court invoked Article 142 to lift the corporate veil of the entities controlled by one Mr. Tejwant Singh & his family while noting-

"28..... The fact that Tejwant Singh and members of his family have created several corporate bodies does not prevent this Court from treating all of them as one entity belonging to and controlled by Tejwant Singh and Family if it is found that these corporate bodies are merely cloaks behind which lurks Tejwant Singh and/or



members of his family and that the device of incorporation was really a ploy adopted for committing illegalities and/or to defraud people." (Para 28)

(ii) In the present situation, there is no averment nor any document on record to show that the Deponent devised any ploy adopted for committing illegality or defrauding people.

d. State of U.P & Ors. v. Renusagar Power Co. & Ors. [(1998) 4 SCC 59]

In the above case, the Respondent was willing to give up its separate corporate personality for certain financial benefits on account of levy of different electricity rates between "self-generated electricity" and purchased electricity by industries in the state of UP:

In fact, the Hon'ble Court noted that –

"64.... As the facts make it abundantly clear that all the steps for establishing and expanding the power station were taken by Hindalco, Renusagar is wholly-owned subsidiary of Hindalco and is completely controlled by Hindalco. Even the day-to-day affairs of Renusagar are controlled by Hindalco. Renusagar has at no point of time indicated any independent volition. Whenever felt necessary, the State or the Board have themselves lifted the corporate veil and have treated Renusagar and Hindalco as one concern and the generation in Renusagar as the own source of generation of Hindalco. In the impugned order of the profits of Renusagar have been treated as the profits of Hindalco."

The facts stated above are clearly discernible from the present case as-

- Deponent has not sought lifting of corporate veil.
- AHTTL was not controlled by APIL or the Deponent.
- The profits/loss of AHTTL were not treated as the profit/loss of APIL or the Deponent.
- APIL/Deponent does not hold 100% of AHTTL.

Accordingly, the said judgement cannot be relied upon in the facts of the present case.



4.8. Deponent was neither a party in the complaint nor in the execution applications

(a) The Deponent was neither a party in the consumer complaint nor is he a party in the present execution proceedings. It is settled law that the execution of a decree can only be sought against persons against whom the original decree was passed. The Hon'ble High Court in the case of **Peter Beck Und Partner Vermögensverwaltung GmbH v. Prakash Industries Ltd., (2023 SCC OnLine Del 2512)** (Annx. A9; Pg.108) -

"29. Turning firstly to the prayer for deletion as made by the Respondents, the Court finds that undisputedly the said entity was not a party to the proceedings which were drawn before the Foreign Court. The judgment of which execution is sought also does not embody any direction or relief that may have been granted against the Respondents. The Respondents appears to have been joined in these proceedings solely on the basis of the understanding of the execution Deponent that notwithstanding the demerger of the Plastic Pipes Division allegedly without notice to it and in violation of the various stipulations carried in the OC, it must also be held liable. Additionally, and in the course of oral submissions, it was also contended on behalf of the execution Deponent that the principles of piercing of the corporate veil were liable to be invoked. The Court finds itself unable to sustain the aforesaid submissions for the following reasons."

(b) In similarly placed matters of AHTTL, the Hon'ble High Court of Delhi and Hon'ble High Court of Allahabad at Lucknow has issued various directions staying the coercive orders passed by different Ld. Consumer forums.

(c) The Hon'ble Supreme Court in the case of Ansal Crown Heights Flat Buyers Association (Regd.) v. M/s. Ansal Crown Infrabuild Pvt. Ltd. & Ors. [2026 INSC 511] has held that even directors of the judgement debtor cannot be held personally liable for satisfaction of a decree -

"15. Once a moratorium has been declared against the judgment debtor company, i.e., ACIPL, the modes of execution contemplated under Section 71 of the Consumer Protection Act, 20196 including attachment and sale of movable or immovable property, attachment of bank accounts, or withdrawal



of decretal amounts from the accounts of the judgment debtor, stand interdicted. Execution proceedings cannot, therefore, be permitted to continue indirectly against the respondents 2 to 9, who are neither judgment debtors nor guarantors, and against whom no independent liability under the order allowing the complaints has been established.

....

17. We are in complete agreement with the approach adopted by the NCDRC that the CP Act envisages a complete adjudicatory process founded on service of notice, pleadings, opportunity to contest, leading of evidence, and recorded findings of fact and law. These are not mere procedural formalities but substantive safeguards that precede the fastening of liability. In the present case, no such adjudicatory exercise was undertaken qua the respondents 2 to 9. There are no pleadings attributing any personal role to them, no evidence led to establish individual culpability, and no findings returned fixing personal liability. In the absence of these foundational elements, execution proceedings cannot be utilised as a surrogate forum to impose liability where none has been adjudicated."

(d) In the present case, the Deponent is one step further removed from the Judgement Debtor company i.e. AHTTL, being a director in the parent company [APIL].

4.9 Response to judgements relied upon by the decree holders

(a) **Saranga Anilkumar Aggarwal v. Bhavesh Dhirajlal Sheth & Ors. (Civil Appeal No. 4048 of 2024)**

(i) The Hon'ble Supreme Court vide its judgement in the aforementioned appeal clarified that moratorium under section 96 of the Insolvency & Bankruptcy Act, 2016 is no bar to continuation of proceedings under

(c) **Lotus Panache Welfare Association v. M/s. Granite Gate Properties Pvt. Ltd. & Ors. (EA No. 25/2018 in CC No. 120/2015)**

(i) The above cited case relies on the judgement of **Rajnish Kumar Rohatgi & Anr. v. Unitech Ltd. & Anr. (supra)** and further records that any person in-charge



and responsible for the conduct of business of the judgement debtor company may be held liable.

(ii) Admittedly, the Deponent was not in charge or in anyway responsible for the conduct of JD1 company. Therefore, the said case is not applicable on the facts of the present case.

(d) Rakesh Khanna v. Naveen Kumar Aggarwal & Ors. [W.P.(C) No. 13098/2024]

(i) The Hon'ble High Court of Delhi in the above case noted that -

"10. Applying the aforesaid reasoning, which this Court finds to be sound, to the present case, the offence of non-compliance commenced on 16th March, 2021, when the SCDRC order was issued, and continued through the execution proceedings that began on 22nd February, 2022, ultimately leading to the issuance of arrest warrants against the Petitioner on 19th March, 2024. Thus, by virtue of his position as a director during this period, the Petitioner bears the responsibility for compliance. His medical condition does not exempt him from the legal obligation to ensure the execution of the order. Therefore, he remains accountable for the Judgment Debtor's failure to comply, as the offence of non-compliance persisted while he held the directorship."

(ii) As can be noted from above, the above cited case is clearly with respect to the liability of a director and not qua the liability of the director of the parent company of JD1 which is the situation in the present case.

(e) Rajesh Malik & Anr. v. M/s. Angle Infrastructure Pvt. Ltd. & Ors. [EA No. 493/2023 in CC No. 751/2020 dt. 06.03.2025]

(i) The above case is also with respect to the liability of directors of a judgement debtor company even though the JD company is in CIRP Accordingly, the same does not pertain to the present case at hand.



4.10 It is further submitted that Section 71 and Section 72 proceedings can continue only against the directors of the JD company. The deponent has never been associated with JD company in any manner, he has neither ever been a director nor been involved in the management of the JD company (AHTTL). It is settled law that a director cannot be made personally liable for the debts of a company. In the present situation, the deponent is not even a director of the JD company but a director of the holding company of the JD company. Therefore, there is no cause or legal basis to take any coercive steps against the deponent or to seek satisfaction of the decree by him. It is settled law that the executing court cannot go beyond the decree. A holding company cannot be held liable for the acts of its subsidiaries. Therefore, under no circumstances can the directors of APIL be asked to appear and satisfy the decree under execution, which was passed against the JD company, a subsidiary of APIL. No contention has been raised by the decree holders that the deponent or APIL ever inherited or gave any guarantee/undertaking for any of AHTTL liability.

(B) Contentions of Mr. Abdul Sami

4.11 During the hearing on 21.01.2026, Mr. Abdul Sami has taken almost similar legal pleas as were taken by Mr. Pranav Ansal, which have been recorded in the preceding paragraphs. A written reply on affidavit to the show cause notice issued on 05.03.2025 was also filed on 18.09.2025 (reply dated 15.09.2025). In this reply, inter alia, it is submitted as follows:

4.11.1 The deponent, in reply to the show cause notice issued by this Commission on 05.03.2025, respectfully states that the deponent / **Non-Applicant is a Company Secretary** and a Whole-Time employee of Ansal Properties and Infrastructure Limited (hereinafter referred to as "Company" / "APIL"). The deponent was first appointed as Company Secretary with effect from 01.09.2015, tendered his resignation with effect from 13.08.2018 and was thereafter re-appointed as Company Secretary on 10.11.2018. He has again resigned and was re-appointed



in the month of February, 2025 and accordingly the ROC records reflect his re-appointment on 06.02.2025.

4.11.2 Vide order dated 05.03.2025, this Commission noted in Para 7 the names of certain individuals who were alleged to be Promoters / Directors of Ansal Properties and Infrastructure Ltd., the Parent Company of Judgment Debtor No.1, and directed issuance of notices to them on the basis of information supplied by the Decree Holders. **The Non-Applicant is neither the Promoter nor the Director of Ansal Properties and Infrastructure Ltd. and therefore the information supplied by the Decree Holders in relation to the Non-Applicant is incorrect.**

4.11.3 It is an undisputed fact that the deponent has never been a Director or Promoter of Ansal Properties and Infrastructure Ltd. His role was confined to that of Company Secretary responsible for compliances under the Companies Act, 2013, SEBI Act, 1992, Securities Contract (Regulation) Act, 1956, Depositories Act, 1996 and other related statutory compliances of APIL, having no participation in the ownership, control or financial decision-making of APIL or the Judgment Debtor Company.

4.11.4 By orders dated 05.03.2025 and 14.05.2025 this Commission directed the deponent to show cause as to why coercive steps should not be taken against him along with eight other persons named in Para 7 of the order dated 05.03.2025 for non-satisfaction of the decree and directed the deponent to appear personally. The deponent submits that his inclusion in the list of Promoters / Directors is the direct consequence of misrepresentation by the Decree Holders which has caused him to be unnecessarily dragged into these proceedings.

4.11.5 The deponent submits that the Board Meetings of APIL considered compliance reports from time to time and formally adopted them. In these quarterly compliance reports the role of the Non-Applicant consistently appears only in the context of statutory compliances, filings and procedural requirements in his



capacity as Company Secretary. In none of the compliance reports has it ever been recorded that the Non-Applicant was associated with or exercised any control over the functions of the Judgment Debtor Company.

4.11.6 On the contrary, the Annual Reports of APIL reflect that it was the Executive Directors, namely Whole-Time Directors and Managing Directors, who were in charge of the day-to-day management and affairs of APIL. The Company Secretary does not and cannot exercise any control over the day-to-day management of the Company and has no role in operational or financial decision-making of APIL or the Judgment Debtor Company.

4.11.7 Being the Company Secretary of APIL, the Non-Applicant is a whole-time employee under the Companies Act, 2013 and is presently discharging his duties strictly under the instructions and supervision of the Resolution Professional of APIL as the Company has been admitted to Corporate Insolvency Resolution Process (CIRP) with effect from 25.02.2025 pursuant to the order passed by the NCLT, New Delhi.

4.11.8 The deponent is neither a Promoter nor a Director of APIL and is also not an employee, Promoter or Director in Judgment Debtor No.1 namely Ansal Hi-Tech Townships Limited (AHTTL). The Non-Applicant is not a signatory to any of the bank accounts of either APIL or AHTTL which itself demonstrates that he was never in a position to control or influence the financial management of either entity.

4.11.9 The day-to-day affairs of AHTTL have always been independently handled by its own Directors, officials and employees since its incorporation and at no point has the Non-Applicant had any role in its management, execution or customer interface. The Board of Directors and officers of AHTTL do not report to the Company Secretary of APIL and each entity functions independently.



4.11.10 The functions of the Company Secretary as prescribed under the Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations have been confined only to ensuring statutory compliances. These functions are placed before the Board on a quarterly basis and post-CIRP before the Resolution Professional. The Non-Applicant has never been authorised by the Board for matters relating to promotion, construction or development of projects of APIL or AHTTL nor tasked with resolving consumer-related issues.

4.11.11 All decisions of APIL including delegation of authority are collectively taken by its Board of Directors comprising Executive and Non-Executive Independent Directors. The Company Secretary has no voting right in Board meetings which clearly demonstrates that he is not in charge of or responsible for the management of APIL or its subsidiaries.

4.11.12 The law is well settled that a company is a distinct legal person and neither its holding company nor its officers can be saddled with liability for its debts except in narrowly defined circumstances of fraud or sham. The principle of corporate separateness was enunciated in *Salomon v. Salomon & Co. Ltd.* and reiterated by the Hon'ble Supreme Court in *Vodafone International Holdings B.V. v. Union of India* and *Balwant Rai Saluja v. Air India Ltd.* which clarify that professionals such as Company Secretary cannot be summoned for discharge of debts of a subsidiary company.

4.11.13 Without prejudice to the foregoing it is submitted that ownership and control of the Judgment Debtor, Ansal Hi-Tech Townships Limited, has already been transferred to third parties who have undertaken to settle customer claims, discharge liabilities and indemnify the officials of APIL. Initially an agreement was executed with the Sarvottam Group and subsequently another agreement was entered into with CND S Apex Private Limited.



4.11.14 The agreements executed clearly list the liabilities of Ansal Hi-Tech Townships Limited including the present execution petitions such as the case of **Swaranjeet Kaur & Anr.** which is being treated as the lead case in the present proceedings. CND S Apex Private Limited and its promoters/directors have undertaken to remain responsible for all past, present and future liabilities of Ansal Hi-Tech Townships Limited and to indemnify APIL and its officials including the present Non-Applicant from any claim or coercive action arising out of these proceedings.

4.11.15 In view of the above it is manifestly clear that the Non-Applicant is in no manner responsible for the liability towards decree holders in the present execution proceedings. The doctrine of separate legal personality cannot be lightly disregarded and none of the grounds required for lifting the corporate veil have been established. The deponent therefore submits that the present reply affidavit is being filed pursuant to the orders dated 05.03.2025 and 14.05.2025 and reserves the right to file further reply if required.

4.12 In the written submission filed on 04.02.2026, it is contended as follows:

4.12.1 The Non-Applicant is a professional employee, holding the post of Company Secretary, and has never been a Promoter, Director, or person in control of either: Ansal Properties and Infrastructure Ltd., or Ansal Hi-Tech Townships Limited (Judgment Debtor No.1).

4.12.2 He is not a signatory to any bank account of APIL or the Judgment Debtor No.1.

4.12.3 He has not role in day-to-day management, project execution, finances, or consumer dealings. The Company Secretary had no managerial or executive authority.



4.12.4 The Annual Reports and Compliance Reports of APIL, duly approved by its Board, categorically show that a Company Secretary, being a statutory compliance officer does not control management, has no voting rights in Board meetings, and cannot be equated with promoters or directors.

4.12.5 Without prejudice, it is submitted that ownership and control of Ansal Hi-Tech Townships Ltd. has been transferred to third parties;

4.12.6 Agreements with C ND S Apex Pvt. Ltd. specifically record the present execution proceedings as identified liabilities;

4.12.7 The said entities have contractually undertaken to discharge all liabilities and indemnify APIL and its officials.

4.12.8 Noticee has resigned from the position of company secretary with effect from 02.02.2026 and does not hold any key managerial position (as defined in Companies Act) in APIL anymore.

(C) Contentions of Mr. Prashant Kumar

4.13 Mr. Prashant Kumar has also taken pleas almost on the lines of pleas of Mr. Pranav Ansal and Mr. Abdul Sami during the hearing on 21.01.2026.

4.14 In the reply to the show cause notice filed on 23.09.2025, it is submitted as follows:

4.14.1 Non-Applicant herein, i.e., Mr. Prashant Kumar has never been a Director or Promoter of Ansal Properties and Infrastructure Ltd. (hereinafter referred to as "Company" /"APIL"). He was associated only in the capacity of Chief Financial Officer (CFO) - which is a professional, employment-based position and not one of ownership or control in APIL. He was appointed as the CFO in APIL on the 12th February, 2020 and remained in the said position till 04 April, 2025.



4.14.2 That w.e.f. 25.02.2025, CIRP was initiated against APIL and an IRP was appointed. Thereafter, the Non-Applicant was not being paid his salary by the IRP, the IRP wanted to reduce the salary of the Non-Applicant and till date the IRP has failed to pay the salary of the Non-Applicant from the period of February, 2025 till 04.02.2025, hence, the Non-Applicant decided to resign from his post in APIL. It is apparent from the said facts and above documents that the Non-Applicant tendered his resignation from the post of CFO on 04.04.2025, much prior to even receiving the notice pursuant to the Order dated 05.03.2025.

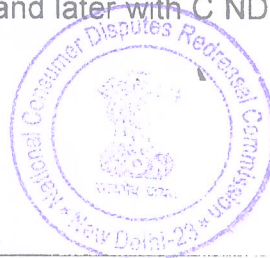
4.14.3 That the Non-Applicant submits that the inclusion of his name as "Director" / "Promoter" is a result of misrepresentation by the Decree Holders.

4.14.4 That though the Non-Applicant held the position of Chief Financial Officer (CFO) as per the provisions of The Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (Listing Regulations), it is a matter of record that he had no role in the day-to-day affairs of the Company. The day-to-day functioning of Ansal Properties and Infrastructure Ltd. (APIL) were exclusively handled by the Executive Directors (viz. Whole Time Directors, Managing Directors and the Chief Executive Officer of the Company). This fact is amply substantiated from the Annual Reports of APIL for the Financial Years 2019-2020 to 2023-2024, during the period he was associated with APIL, which clearly show the Executive Directors as being in charge of operations.

4.14.5 That the Non-Applicant is neither a Promoter nor a Director of APIL, nor is he connected in any capacity with Ansal Hi-Tech Township Limited (AHTL, the Judgment Debtor) - not as its employee, shareholder, director, or KMP.

4.14.6 That the Board of Directors of AHTL and its officers are completely independent of the Board of Directors/KMPs of APIL, and neither report to nor are controlled by the APIL's CFO.

4.14.7 That it is further submitted that under the binding agreements entered into with the Sarvottam Group and later with C ND S Apex Private Limited by AHTL



(Judgment Debtor) and others, the Identified Liabilities of AHTL have been expressly assumed by these purchasers of its shares. The list of Identified Liabilities annexed to these agreements specifically includes pending legal proceedings, including consumer cases before various fora. Copies of extract of the legal cases / liabilities mentioned in the Agreement dated 27.05.2023 with the Sarvottam Group and in the Agreement dated 02.08.2024 with C ND S Apex Private Limited.

4.15 In the written submission filed on 13.02.2026, it is contended as follows.

4.15.1 That he is a professional employee holding the post of Chief Financial Officer (CFO) and has never been a promoter, director, or person in control of either in APIL or AHTTL. He has never been a director or promoter of APIL, never been an employee, director, promoter or officer of AHTTL. He is not a signatory to any bank account of APIL or the judgment debtor company (AHTTL). He has no role in the day-to-day management, project execution, or consumer dealings. The CFO had no managerial or executive authority. His role has always been strictly limited to statutory and regulatory compliances, like preparation and presentation of audited and unaudited accounts etc. The annual report and compliance reports of APIL, duly approved by its Board, categorically show that CFO, being a professional officer does not control management, has no voting rights in Board meetings, and cannot be equated with promoters or directors. In none of the compliance certificates has it ever been recorded that he was associated with or exercised any control over the functions of APIL or AHTTL. The annual reports of APIL categorically reflect that it was the Executive Directors viz. the whole time directors and managing directors, who were in charge of the day to day management and affairs of APIL.

4.15.2 Reliance has been made on the judgment of the Hon'ble Supreme Court in **Ansal Crown Heights Flat Buyers Association (Regd.) v. M/s Ansal Crown Infrabuild Pvt. Ltd. & Ors., (2026) INSC 51.**



4.15.3 Under the settled principles of company law, a company's liability is separate and distinct from its shareholders, parent entities, or employees. No provision permits recovery of debts of a subsidiary from its parent company, much less from professionals like a CFO. Reliance has been made on the following judgment of the Hon'ble Supreme Court:

- (a) **Salomon v. Salomon & Co. Ltd.**, AC 22 (HL).
- (b) **Mukesh Hans & Anr. vs. Smt. Usha Bhasin & Ors.**, (2010 SCC OnLine Del 2776).
- (c) **Vodafone International Holdings B.V. v. Union of India** (2012) 6 SCC 613.
- (d) **Balwant Rai Saluja v. Air India Ltd.** (2014) 9 SCC 407.
- (e) **Tristar Consultants vs. Customer Services India Pvt. Ltd.**, (139 (2007) DLT 688)

4.15.4 It is only in one of the execution petition that the decree holder has sought summoning of the promoters/ directors of APIL on the sole submission that APIL is the parent company of AHTTL, in none of the other executions any such submission has been made. There is no allegation of fraud or sham incorporation or even that the corporate veil is required to be lifted. Reliance has been made on following judgments:

- (a) **Balwant Rai Saluja v. Air India Ltd.** (2014) 9 SCC 407.
- (b) **S.A.R.E. Public Co. v. Avon Infracon 2020**, SCC OnLine Del 17.
- (c) **BRS Ventures Investment Ltd. v. SREI Infrastructure Finance Ltd. & Anr.**, (2025) 1 SCC 456.
- (d) **State of U.P. Vs. Renusagar Power Co.**, (1988) 4 SCC 59.



4.15.5 Courts may pierce the veil only in exceptional circumstances involving fraud or sham. Mere ownership and control by a parent company over its subsidiary does not justify such action. The doctrine can be applied only where the subsidiary is a mere sham or camouflage deliberately created to evade legal obligations or to perpetrate fraud or impropriety. The holding company cannot be saddled with the obligations of its wholly subsidiaries save in exceptional circumstances such as where the subsidiary is a sham or a mere agent of its shareholders. In the present case, AHTTL, is not a sham entity. Its project have always been managed by its own Board of Directors and professional officers/ employees. Holding company and its subsidiary are distinct legal entities. The holding company does not become the owner of the assets of its subsidiary merely by virtue of such relationship.

4.15.6 In Renu Sagar Power (Supra), the Hon'ble Supreme Court lifted the corporate veil as Hindalco held 100% shareholding in Renusagar. The policy decisions, finances, and management were under Hindalco's control and Renusagar had no independent commercial existence as Renusagar was incorporated solely to supply power to Hindalco and not to operate as independent power producer. In the present case APIL does not hold 100% equity. It held more than 50% which is also now sold to C ND S Apex Pvt. Ltd. Since 2008 there were other shareholders in JD company owning significant shareholding. APIL has a separate board of directors and none of the directors of APIL and AHTTL are common. AHTTL was developing independent projects and not the projects of APIL and always had an independent functioning and identify. Hence, even as per the judgment of Renusagar (supra) there is no ground made out to lift the corporate veil.

4.15.7 It was also submitted that the ownership and control of AHTTL has been transferred to third parties. Agreement with C ND S Apex Pvt. Ltd. specifically record the present execution proceedings as identified liabilities of AHTTL. The said entities have contractually undertaken to discharge all liability and indemnify APIL and its officials. Hence, even otherwise, liability, if any, cannot travel to the deponent, who is neither a party nor a beneficiary of these transactions.



4.15.8 Under Section 71 of the Consumer Protection Act, 2019, execution proceedings are meant to enforce a decree against the judgment debtor, not to conduct a roving inquiry against professional unconnected with the liability. Section 72 of the Consumer Protection Act, 2019 empowers the Consumer Forum to punish any person/ entity whoever fails to comply with the order made by the Consumer Forum. However, the person who can be made liable for punishment are directors, who are responsible/ liable for compliance of AHTTL and not APIL or its CFO. In the present case, it is AHTTL or its directors, who alone can be made liable for compliance. No efforts have been by the decree holders to find the whereabouts of the directors of JD company and to take steps for execution qua them.

4.15.9 It is further submitted that the deponent (Mr. Prashant Kumar) has resigned from the position of CFO with effect from 04.04.2025 before receiving the summons pursuant to Order dated 05.03.2025 and does not hold any key managerial position as defined under the Companies Act, 2013 in APIL anymore. The present case does not satisfy any statutory or judicially recognised ground for lifting the corporate veil for proceeding against a professional employee in execution. He being the CFO of APIL, cannot in law or equity be compelled to answer for liabilities of third-party entities in which he is neither the promoter or director or even an employee. He has been summoned by this Commission pursuant to a wrong submission made by the decree holder by giving an impression to the Commission that he was related to JD company. Hence, he may be discharged from the present proceedings.

(D) Contentions of Mr. Sandeep Kohli:

4.16 He was heard on 20.08.2025. His submissions made on this date are reproduced below:

"16. A reply to the show cause notice has been filed by Mr. Kohli on 09.05.2025. Certain additional documents have also been filed by Mr. Kohli



on 14.08.2025. In short, it is contended by Mr. Kohli (through his counsel) that he is neither a Director nor a Key Managerial Personnel of the JD Company, AHTTL, and is / was not associated with this company in any manner, whatsoever, since the date of decree(s) in various cases covered under this order. **However, he admits that he was the Chairman and Non-Executive Independent Director of APIL for some periods.** He has drawn our attention to his letter of appointment dated 30.06.2022, as well as the company information which shows the Board of Directors composition of APIL, and he is shown as Chairman and Independent Director of this company. He further submits that **he resigned from the position of Non-Executive Independent Director and Chairman of this company on 23.03.2024 and now he is not associated even with APIL in any capacity, whatsoever.** He has also drawn our attention to the circular dated 02.03.2020 of the Ministry of Corporate Affairs with respect to the liability of Independent Directors, non-promoters, and Non- Key Managerial Personnel, and Non-Executive Directors, submitting further that Hon'ble Supreme Court in **Neera Saggi Vs. Union of India (UOI)**, Civil Appeal No.2841 & 3531 of 2020, decided on 15.02.2021, took note of this circular while deciding another case before it on similar issues. Relying on these documents, the counsel submits that his client is not liable for execution of the decrees in question pertaining to cases covered under this order and his name may be deleted from these proceedings."

4.17 In his written reply to the show cause notice filed on 09.05.2025, he has, inter alia, submitted as follows:

4.17.1 The noticee herein was one of the ex-non-executive independent director of APIL. The APIL is under insolvency. The details submitted before this Commission with respect to noticee being the director of APIL are outdated, incorrect and misleading. On the date of issuance of the aforesaid show cause notice i.e. on 05.03.2025, the noticee/applicant was no longer the director of APIL. He had resigned long back on 23.03.2024. Thereafter, the new constituted Board of APIL had taken over the affairs of the company and was managing and running the day-to-day affairs of the company. As per the record filed before the Registrar of Companies, Shri Dheeraj Goel is the managing director whereas Mr. Pranav Ansal was the executive chairman and whole-time director of the company since 2012, prior to the initiation of insolvency proceedings dated 25.02.2025.

4.17.2 The applicant being a retiring director cannot be held liable for discharge of the current liability of the company, more so when it is currently under



insolvency, and even otherwise being managed by the MD and executive chairman. The applicant had joined APIL i.e. the parent company as non-executive independent director on 26.05.2022 and thereafter appointed by the board as non-executive chairman of APIL. However, subsequently the entire Board of APIL was abolished by IRP on 16.11.2022 as insolvency proceedings were initiated against APIL. The noticee/applicant resigned from the post of the chairman/non-executive independent director of APIL w.e.f. 23.03.2024. The cause of action for filing the said complaint case had arisen in 2007 i.e. much prior to the period of tenure of the applicant with APIL. The applicant herein was not associated with APIL or judgment debtor in any capacity whatsoever at that point of time. As per Section 168(2) of the Companies Act, 2013, a retiring director only remains responsible for the things done during his tenure as director and not for the period when he was not a director of the company.

4.17.3 Ministry of Corporate Affairs vide its circular dated 02.03.2020 on prosecutions launched against non-executive independent directors have clarified that ordinarily an independent director cannot be a party to a proceeding (civil or criminal) under the Companies Act, 2013 since he is not the "officer in default" under the provisions of the Act. It has been clarified that ordinarily a whole-time director and key managerial personnel are associated with day-to-day functioning of the company and accordingly, such whole-time director and key managerial personnel would be liable for the defaults committed by a company. Under Section 149(12) of the Companies Act, 2013, the liability of an independent director or non-executive director would arise only in respect of such acts and omissions by the company which has occurred with his knowledge and with his consent or connivance or where the independent director has not acted diligently.

4.17.4 The adjudication or its outcome of the above mentioned case was never brought to the notice of the noticee/applicant during his tenure as non-executive independent director of APIL.



4.17.5 Mr. Pranav Ansal is the vice chairman and promoter of the company and is responsible for day-to-day affairs of the JD company, including controlling bank accounts. On the other hand, the applicant herein has nothing to do with the judgment debtor company and has already resigned from the company way back on 23.03.2024. The company was essentially a promoter-driven company controlled and guided by Mr. Pranav Ansal. All the financial affairs were looked after, controlled and scrutinised by Mr. Pranav Ansal. Even during the period of directorship of the applicant, all the financial affairs were signed and looked after by Mr. Pranav Ansal. The applicant never exercised any financial powers nor was any such powers vested in him. It was under the regulated fist of Mr. Pranav Ansal. In view of the above facts and contentions, the Commission may exonerate noticee Mr. Sandeep Kohli and delete him from the above mentioned case.

(E) Contentions of Mr. Anoop Sethi:

4.18 He was heard on 20.08.2025. His submissions made on this date are reproduced below:

*"16. As regards Mr. Sethi, the counsel representing him argued that no doubt he was the **Managing Director and CEO of APIL for some period, but subsequently he resigned from this position and joined as Independent Director of APIL.***

17. Mr. Sethi has also filed the reply to the show cause notice on 09.05.2025.

*18. Through the reply, they have drawn our attention to certain documents to show that he was the **CEO of APIL only from 11.02.2022 to 14.03.2023, Managing Director of APIL from 26.05.2022 to 13.03.2023, and even resigned as Director of the company on 23.03.2024,** which is evident from the filing dated 23.03.2024 enclosed along with the said reply.*

19. He has also drawn our attention to his resignation letter dated 22.03.2024. Relying on these documents, the counsel submits that his client is not liable for execution of the decrees in question pertaining to cases covered under this order and his name may be deleted from these proceedings."



4.19 In the written reply to the show cause notice filed on 09.05.2025, he has inter alia submitted as follows:

4.19.1 The noticee was the ex-managing director of APIL. The information submitted before this Commission with respect to the noticee being the director of APIL is outdated, incorrect and misleading.

4.19.2 On 05.03.2025, the noticee/applicant was no longer the director of APIL. He had resigned long back on 14.03.2023. Thereafter, the new constituted Board of APIL has taken over the affairs of the company. As per the record filed before the Registrar of Companies, Sh. Dheeraj Goel, is the managing director whereas Mr. Pranav Ansal is the executive chairman and whole-time director of the JD company since 2012, prior to the initiation of insolvency proceedings on 25.02.2025. The applicant, who is a retiring director, cannot be held liable for discharge of the current liability of the company, more so when it is currently under insolvency and even otherwise was being managed by the MD and the executive chairman.

4.19.3 The applicant joined APIL as director/nominee of M/s ICP Investments (Mauritius) on 14.03.2022 and thereafter appointed by the Board as managing director of APIL on 26.05.2022. However, subsequently, the applicant's CEO position was abolished by the IRP on 21.11.2022 as insolvency proceedings were initiated against APIL. The applicant had resigned from the post of CEO and managing director of the company w.e.f. 14.03.2023. The cause of action has arisen in 2007, i.e. much prior to the period of the tenure of the applicant with APIL. The applicant was not associated with APIL or the judgment debtor company in any capacity whatsoever at that point of time.

4.19.4 As per Section 168(2) of the Companies Act that a retiring director only remains responsible for the things done during his tenure as a director and not for the period when he was not director. Moreover, the applicant was the managing director only for period of six months from 26.05.2022 to 16.11.2022. The applicant



has already resigned from the post of MD of APIL way back on 14.03.2023 i.e. much prior to the passing of the order dated 05.03.2025.

4.19.5 The applicant is the permanent resident of Singapore and lives and works there.

4.19.6 Ministry of Corporate Affairs vide its circular dated 02.03.2020 on prosecutions launched against non-executive independent directors have clarified that ordinarily an independent director cannot be a party to a proceeding (civil or criminal) under the Companies Act, 2013 since he is not the "officer in default" under the provisions of the Act. It has been clarified that ordinarily a whole-time director and key managerial personnel are associated with day-to-day functioning of the company and accordingly, such whole-time director and key managerial personnel would be liable for the defaults committed by a company. Under Section 149(12) of the Companies Act, 2013, the liability of an independent director or non-executive director would arise only in respect of such acts and omissions by the company which has occurred with his knowledge and with his consent or connivance or where the independent director has not acted diligently.

4.19.7 The adjudication or its outcome of the above mentioned case was never brought to the notice of the noticee/applicant during his brief tenure of approximately six months as MD of APIL. AHTTL is an independent company governed by its own board of directors. The board of directors of AHTTL are liable for lapses and non-compliances of the orders of this Commission.

4.19.8 Mr. Pranav Ansal is the vice chairman and promoter of APIL and is responsible for day-to-day affairs of APIL, including controlling bank accounts. On the other hand, the applicant has nothing to do with AHTTL. APIL & AHTTL essentially is a promoter-driven company controlled and guided by Mr. Pranav Ansal. All the financial affairs are looked after, controlled and scrutinised by Mr. Pranav Ansal. Even during the period of the directorship of the applicant, all the financial affairs were signed and looked after by Mr. Pranav Ansal. The applicant



never exercised any financial powers nor were such powers vested in him. It was under the regulated fist of Mr. Pranav Ansal. In view of this, the Commission may exonerate the applicant Mr. Anoop Sethi and delete him from the above mentioned case.

(F, G & H) Contentions of Ms. Jagath Chandra, Mr. Satish Chandra, and Mr. Kulamani Biswal

4.20 The counsel representing them was heard at length on 20.08.2025. The relevant extract of the order dated 20.08.2025 is reproduced below:

*“20. Ms. Shashi Kiran representing these persons, submitted that they were only the Independent Directors of APIL, which is presently under moratorium, and now they have even ceased to be the Independent Directors, and at present, they are in no way connected with either the JD Company, AHTTL, or its alleged Parent Company, APIL. She further submits that as APIL is under moratorium and the Board of Management of this company is in a suspended mode, being Independent Directors, they have no access to the company’s records and are not concerned with its day-to-day affairs. Hence, for any further details with respect to the company, the IRP of the company may be summoned and directed to produce relevant details / documents as required by the Commission. She has also drawn our attention to various documents filed by these persons, which include the Register of Directors and Key Managerial Personnel and their shareholding. These documents were filed on 01.07.2025. She also relied upon a circular dated 02.03.2020 of the Ministry of Corporate Affairs and the judgment of the Hon’ble Supreme Court in Hon’ble Supreme Court in **Neera Saggi Vs. Union of India (UOI)**, Civil Appeal No.2841 & 3531 of 2020, decided on 15.02.202, referred to in the previous paras. Relying on these documents, the counsel submits that their client is not liable for execution of the decrees in question pertaining to cases covered under this order and their name may be deleted from these proceedings.”*

4.21 In the IA No. 5125/2025 dated 24.04.2025 and IA No.5977/2025 dated 14.05.2025, it is submitted as follows:



4.21.1 IA/5977/2025 has been filed on 14.05.2025 by Mr. Kulamani Biswal seeking deletion of his name from the present proceedings and modification of order dated 05.03.2025. In this IA, inter alia it is submitted as follow:

4.21.1.1 That Mr. Kulamani Biswal, referred as promoter in the above referred case, had been an Independent Director, from 28th September 2021 to 31st January 2023, of the Ansal Properties and Infrastructure (APIL), a listed company, obliged to have independent directors as per the section 149(4) of the Companies ACT 2013.

4.21.1.2 That Mr. Kulamani Biswal, who was as an Independent director of the company, had no role in day to day business of the company. The independent directors don't have any financial or executive power to manage the company or implement the orders of any court or commissions.

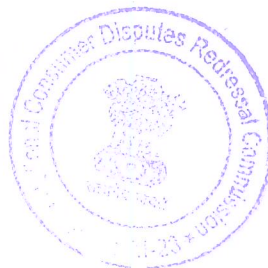
4.21.1.3 That the Ansal HI-TECH Limited is a subsidiary company of the APIL and all the subsidiary companies are managed by a set of officers/directors, who directly report to the Chairman and Vice-Chairman of the Company. Independent Directors have no role in their day-to-day business of these company.

4.21.1.4 That all the financial & Commercial powers are exercised by the full-time Directors and Chairman and Vice chairman of the company-APIL. Mr. Pranav Ansal had been the Chairman and Whole-time Director of the Company till APIL Board was dissolved and company was placed under NCLT vide its order dated 25.02.2025 in the matter of "M/S IL&FS Financial Services and Infrastructure Limited Vs. M/S Ansal properties and Infrastructure limited"- CP No. IB 558(ND)/2024.

4.21.1.5 That Mr. Kulamani Biswal was not even an Independent Director when the Complainant bought the property and presently, he is not even an Independent Director of the APIL. Mr. Pranav Ansal is a full time Director and chairman of the APIL.

4.21.1.6 That position of the Independent Directors has been clarified by the General circular F.No 16/1/2020 dated 2nd March 2020 issued by the Ministry of Corporate Affairs. This circular clearly says that ordinarily a Whole Time Director (WTD) and Key Managerial Personnel (KMP) are associated with the day-to-day functioning of the Company and accordingly such WTD and KMP would be liable for default committed by a company.

4.21.1.7 That the Section 149(12) of the Company Act, 2013, which is a non-obstante clause, makes it clear that independent directors are responsible only for any default of the company which is brought to their knowledge through Board process and are committed either with their consent, or connivance. They are not liable for any day-to-day business of the company.



4.21.2 Similar IA/5125/2025 has been filed by Mr. Satish Chandra on 24.04.2025 seeking deletion of his name and modification of order dated 05.03.2025. Pleas similar to those stated in IA/5977/2025 filed by Mr. Kulamani Biswal have been stated in this IA by Mr. Satish Chandra.

5. Contentions of the decree holders:

5.1 In the written synopsis filed on 13.02.2026 by the DHs, it is submitted as follows:

5.1.1 That the documents taken on record vide I.A. No. 679/2026 as Annexures A-1 to A-4, read together with the Termination Notice dated 02.08.2024 and the General Power of Attorney dated 02.08.2024, which were relied upon during the course of arguments, conclusively establish that Mr. Pranav Ansal is the controlling mind and ultimate decision maker of the judgment debtor, Ansal Hi-Tech Townships Limited, and that the said company functions only as a group SPV under his authority and therefore cannot evade responsibility for satisfaction of the decree.

5.1.2 Annexure A-4, the Annual Report 2023-24 of Ansal Properties and Infrastructure Limited (APIL), demonstrates his position at the helm of the group.

a) At page 158 under "Company Information", Mr. Pranav Ansal is shown as Chairman and Whole Time Director.

b) At page 166, it is recorded that he has been re-designated as Chairman and Whole Time Director with effect from 23rd March, 2024.

c) The Directors' Responsibility Statement at page 173 is signed by him in that capacity.

d) This document establishes that Mr. Pranav Ansal is not a non-executive or ceremonial head but the person in charge of decision-making for the Ansal group and its subsidiary and SPV companies.

5.1.3 Annexure A-1, the Share Purchase Agreement dated 27.05.2023 executed by Ansal Group in favour of Sarvottam Group and its directors, shows that Ansal Hi-Tech Townships Limited is treated as part of a consolidated group structure.



a) At pages 7 to 11, Ansal Hi-Tech Townships Ltd. is shown as a party acting within the Ansal group structure, with execution through authorised signatories under group control.

b) The Agreement at Pg.21 to 23 records transfer of management and operational control and specifically provides for "Transfer of Management and Operational Control" under Clause 6.

These clauses demonstrates that the decisions regarding assets, bank accounts, development rights, and project land of Ansal Hi-Tech Townships Ltd. are not taken independently but are subject to group-level authority.

c) This agreement shows that the judgment debtor company functions as an SPV whose control flows from the Ansal group headed by Mr. Pranav Ansal. The execution pages show that the transaction was carried out at group level and Mr. Pranav Ansal has signed as a Confirming Party at Pg.36.

d) This demonstrates that decisions relating to the judgment debtor's shares, management and project were subject to overarching group authority and not taken independently by the SPV.

5.1.4 Annexure A-2, the Legal Termination Notice dated 02.08.2024, is issued by APIL on its own letterhead at Pg.75.

a) In paragraphs 23 to 25 at Pg.82-83, the notice asserts the right of APIL to take over, control, develop, alienate, and deal with the project land, bank accounts, records, and affairs of Ansal Hi-Tech Townships Ltd., and calls upon Sarvottam Group to hand over documents, access to bank accounts, and possession of properties relating to Ansal Hi-Tech Township Ltd.

b) Such assertions could not have been made unless APIL, acting through its Chairman and Whole Time Director, exercises effective and decisive control including financial and operational control over the judgment debtor, including its land, bank accounts and records. This document in itself is an



admission by the Ansal group that Ansal Hi-Tech Townships Ltd. is under its command.

c) This Termination Notice not a pleading by the decree holders, rather it is a legal notice issued by APIL itself. In this notice, APIL claims the right to take over bank accounts, documents, sale deeds, records, and even possession relating to Ansal Hi-Tech Townships Ltd. These statements operate as admissions that Ansal Hi-Tech Townships Ltd. has no independent financial or operational autonomy. An admission by the group cannot now be diluted by arguing separateness of entities.

5.1.5 Annexure A-3 is the General Agreement dated 02.08.2024 and demonstrates unity of control.

a) At page 87, APIL is shown as a principal party in the consortium arrangement. It is executed inter alia by APIL and Ansal Hi-Tech Townships Limited as part of a consortium arrangement.

b) At pages 93 to 98, the clauses on development, management, branding, control of land, and execution of the project vest overriding powers in the group entities.

c) At pages 101 to 104, the execution pages show Ansal group companies, including Ansal Hi-Tech Townships Ltd., acting pursuant to group-level authority. The recitals record that the project land is held through AHTL and its land owning companies and that development and management rights are structured through the group .

d) The execution pages show Mr. Pranav Ansal signing for the group entities. This establishes centralized decision-making and absence of independent volition of the SPV.

5.1.6 The Termination Notice dated 02.08.2024 for Termination of Memorandum of Understanding dated 27.05.2023 issued by Uttam Steels and Associates to Sarvottam Industrial Real Estate Pvt. Ltd., is signed by Mr. Pranav Ansal on behalf



of the Consortium. It declares that the Sarvottam Group shall have no right or interest over the Project Land and reserves rights to initiate civil and criminal proceedings. This shows that he is personally executing decisive acts affecting the project and its assets.

5.1.7 The General Power of Attorney dated 02.08.2024 records that Mr. Pranav Ansal, on behalf of M/s Uttam Steels and Associates (Consortium), appoints C & S Apex Private Limited through its Director as attorney in respect of the Hi-Tech Township project and its lands.

The wide powers granted vide the Power of Attorney includes dealing with bank accounts, execution of conveyances, representation before authorities and development of the project. This is direct evidence of de facto and de jure control over project assets and operations.

5.1.8 The conduct of the management of APIL clearly reflects a conscious, and deliberate exercise of control after knowledge of the decree. These documents are all post-decree transactions. Despite consumer decrees dated 22.11.2021 and 11.03.2022 having attained finality, the group under the leadership of Mr. Pranav Ansal has continued to restructure management, terminate agreements, reassign development rights and deal with land and bank accounts of the judgment debtor. This conduct shows conscious exercise of control and in no way can these acts be said to have a passive role.

5.1.9 The pattern emerging from the documents shows continuous creation of layers, collaborators, SPVs, and shifting of development rights after the decree. This is relevant to show that the corporate form is being used as a shield to frustrate execution of a money decree.

5.1.10 There is no document on record showing that Ansal Hi-Tech Townships Limited has taken any independent decision contrary to APIL or Mr. Pranav Ansal, nor any document showing financial independence or segregation of assets.

5.1.11 The pattern that emerges from Annexures A-1 to A-4 and the documents dated 02.08.2024 shows deliberate corporate structuring and re-layering after the



decreed, with continued assertion of control over land, revenue and bank accounts. The corporate veil, in such facts, cannot be permitted to defeat execution.

5.1.12 When all these documents are read cumulatively, the only legal inference drawn is that Mr. Pranav Ansal exercises both de facto and de jure control over APIL and its subsidiary Ansal Hi-Tech Townships Limited. He controls management, finances, assets and strategic decisions. Fastening responsibility upon him for ensuring compliance with and satisfaction of the decree would therefore be justified, and permitting him to evade liability by invoking separate corporate personality would render the decree ineffective. In these circumstances, the judgment debtor is merely an SPV implementing decisions taken at the group level. The person who controls assets and cash flows cannot disclaim responsibility for satisfaction of a money decree by taking shelter behind corporate layering. Allowing the controlling mind to evade responsibility in this manner would defeat the implementation and satisfaction of the decree under the guise of corporate structuring.

5.2 In the written synopsis filed by DHs in EA/435/2022, it is submitted as follows:

Pranav Ansal is fully responsible and in complete control of the Judgement debtor namely M/s Ansal Hitech Township Ltd. as he has been summoned by the criminal courts in Delhi in FIR's pertaining to the same project i.e Sushant megapolis.

5.3 Written synopsis has also been filed by DHs in EA Nos.448 & 542 of 2022 in CC No.2456 of 2017, which is reproduced below:

1. *That this Hon'ble Commission vide its Order dated 12.11.2025 framed the issue as to how the Directors/ Key Managerial personnels/ Promoters/ Share Holders of the Parent Company namely Ansal Properties and Infrastructure Ltd. (APIL) are liable for execution of decree passed against its subsidiary Company namely Ansal Hi-Tech Townships Ltd. (J.D.-1) ?*

SUBMISSIONS :

EA/77/2021 and connected EAs



(A) ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED (APIL) AND ANSAL HI-TECH TOWNSHIPS LIMITED (AHTL) (J.D.-1) ARE PARENT-SUBSIDIARY COMPANY:

- (i) That Ansal Properties and Infrastructure Ltd. (APIL) is the promoter and holding company of Ansal Hi-Tech Townships Ltd. (AHTL)(JD-1).
- (ii) That during the course of arguments before this Hon'ble Commission, it was admitted that Ansal Properties and Infrastructure Ltd. (APIL) and Ansal Hi-Tech Townships Ltd. (AHTL) are in Parent – Subsidiary Company relationship.
- (iii) It was also admitted that Ansal Properties and Infrastructure Ltd. (APIL) owns more than 50% of the share holding in their Subsidiary Company (AHTL) (J.D-1).
- (iv) It is submitted that since Ansal Properties and Infrastructure Ltd. (APIL) owns more than 50% share holding of its Subsidiary namely Ansal Hi-Tech Townships Ltd. (AHTL) therefore in the light of Section 2 (87) of the Companies Act, 2013, Ansal Hi-Tech Townships Ltd. (AHTL) is the Subsidiary Company of Ansal Properties and Infrastructure Ltd. (APIL). For ready reference, the said Section 2 (87) of the Companies Act, 2013, is reproduced herein below:

“Section 2 (87) of the Companies Act, 2013, defines a holding company “subsidiary company” or “subsidiary”, in relation to any other company (that is to say the holding company), means a company in which the holding company—

- (i); or
- (ii) exercises or controls more than one-half of the 5[total voting power] either at its own or together with one or more of its subsidiary companies:

Provided that such class or classes of holding companies as may be prescribed shall not have layers of subsidiaries beyond such numbers as may be prescribed.



Explanation.—For the purposes of this clause,—

- (a) a company shall be deemed to be a subsidiary company of the holding company even if the control referred to in sub-clause (i) or sub-clause (ii) is of another subsidiary company of the holding company;
- (b) the composition of a company's Board of Directors shall be deemed to be controlled by another company if that other company by exercise of some power exercisable by it at its discretion can appoint or remove all or a majority of the directors;
- (c) the expression "company" includes any body corporate;
- (d) "layer" in relation to a holding company means its subsidiary or subsidiaries;

(B) COLLABORATION AGREEMENT DATED 02.08.2024 EXECUTED BETWEEN ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED (APIL), NIRMAN OVERSEAS (P) LIMITED, STAR ESTATES MANAGEMENT LIMITED (FIRST PARTY) (CONSORTIUM MEMBERS) AND UTTAM STEELS & ASSOCIATES (USA), (SECOND PARTY), ANSAL HITECH TOWNSHIPS LIMITED (AHTL) OR (SPV) (THIRD PARTY), CND S APEX PRIVATE LIMITED (C & S APL) (FOURTH PARTY), 52 ENTITIES WHICH ARE SUBSIDIARIES OF THE SPV AS LISTED IN SCHEDULE III, ("LAND OWNING COMPANY").

- (i) The relevant paragraphs of the said Collaboration Agreement dated 02.08.2024 are being coated herein below as under :-

"AND WHEREAS, the said Consortium Members had incorporated a Special Purpose Vehicle (SPV) which was named as "Ansal Hi-tech Townships Limited", and the members of the Consortium as per their understanding under the aforementioned MOU, as amended from time to time, also subscribed to the shares of the said AHTL in proportion to their interests under the MOU.

AND WHEREAS, the said Consortium through the SPV has launched a real estate project and had got an approval letter for the township "Ansal Sushant Megapolis" and the Consortium members for the development of the township had issued a letter to the AHTL appointing it as their agency for the development of the subject land



and a Development Agreement was also executed between the members of the Consortium and AHTL vesting rights in favour of AHTI to build, operate, manage, and market the project in accordance with the Hi-tech Policy.”

- (ii) It is submitted that under the said Collaboration Agreement dated 02.08.2024, Mr. Pranav Ansal is the authorised signatory of Ansal Properties and Infrastructure Limited (APIL) which is one of the Consortium members which had bid for the land under the Hi-Tech Policy of the State of Uttar Pradesh and is the holding company of Ansal Hi-Tech Townships Ltd. (AHTL)(JD-1).
- (iii) It is also submitted that said Mr. Pranav Ansal is also the authorized representative of M/s Uttam Steel and Associates which was granted license to develop Hi-Tech Townships at Dadri, Gautam Budh Nagar, U.P.
- (iv) It is submitted that by the Collaboration Agreement dated 02.08.2024 the said “Consortium” Members, of which Ansal Properties and Infrastructure Limited (APIL) is member, incorporated Special Purpose Vehicle (SPV) i.e. Ansal Hi-Tech Townships Ltd. (AHTL)(J.D-1) and the members of the consortium subscribed to the shares of Ansal Hi-Tech Townships Limited (AHTL) in proportion to their interest under the MOU.
- (v) In the said Collaboration Agreement dated 02.08.2024, it was categorically stated that the Consortium through SPV i.e. Ansal Hi-Tech Townships Limited launched Real Estate Project for the townships “Ansal Sushant Megapolis” and appointed Ansal Hi-Tech Townships Limited (AHTL) as their Agency for the development of the subject land and a Development Agreement was also executed between the members of the consortium and AHTL vesting rights in favour of AHTL to Build, Operate, Manage and Market the Peace in accordance with Hi-tech Policy.
- (vi) It be also submitted that Ansal Hi-Tech Townships Limited (AHTL) is the Special Purpose Vehicle (SPV) appointed by Ansal Properties and



Infrastructure Limited (APIL) as their Agency for the development of townships on the subject land.

- (vii) It is submitted that as such both Ansal Properties and Infrastructure Limited (APIL) and its directors Mr. Pranav Ansal and others are inextricably connected to and with the Ansal Hi-Tech Townships Limited (AHTL)(JD-1) as such are liable for and against the execution of the decree against Ansal Hi-Tech Townships Limited (AHTL)(JD-1).
- (viii) It is submitted that the said collaboration Agreement dated 02.08.2024 unequivocally stated that "Since the present agreement is for purpose of attaining the objectives under the present Agreement i.e., the development of the township to which the Consortium is the Licensee, therefore the Consortium, its Lead Member APIL as well as its other constituent members immediately with the execution of the present Agreement shall remain fully obligated towards the terms of the present Agreement".
- (ix) It is submitted that said Collaboration Agreement dated 02.08.2024 also states that, "The Development Collaborator shall pay to APIL all such amounts as agreed in writing between APIL and the Company towards full and final settlement of the amounts owed by AHTL to APIL in the manner as may be mutually agreed between the Parties in writing; and". It is submitted that thus the Development Collaborator under the said Collaboration Agreement dated 02.08.2024 and Ansal Hi-Tech Townships Limited (AHTL) were to pay Ansal Properties and Infrastructure Ltd. (APIL), all such amounts as agreed towards the full and final settlement of the amounts owed by Ansal Hi-Tech Townships Limited (AHTL) to Ansal Properties and Infrastructure Ltd. (APIL) therefore Ansal Properties and Infrastructure Ltd. (APIL) is the Holding Company of Ansal Hi-Tech Townships Limited (AHTL).

(C) WHO IS PROMOTER OF A COMPANY:

- (i) It is submitted that Section 2(69) of the Companies Act, 2013 defines:-
"promoter" means a person— (a) who has been named as such in a prospectus or is identified by the company in the annual return referred to



in section 92; or (b) who has control over the affairs of the company, directly or indirectly whether as a share holder, director or otherwise; or (c) in accordance with whose advice, directions or instructions the Board of Directors of the company is accustomed to act: Provided that nothing in sub-clause (c) shall apply to a person who is acting merely in a professional capacity;

(D) LIFTING OF THE CORPORATE VEIL :

(i) It is submitted that the Hon'ble Supreme Court of India in the case of (2019) 2 SCC 1, Arcelormittal (India) Private Limited Vs. Satish Kumar Gupta and Others has laid down the law as under :

"The corporate veil may be lifted where a statute itself contemplates lifting the veil, or fraud or improper conduct is intended to be prevented, or a taxing statute or a beneficent statute is sought to be evaded or where associated companies are inextricably connected as to be, in reality, part of one concern".
(Para No. 33).

(ii) It is submitted that Hon'ble Supreme Court in the case of (1988) 4 SCC 59, State of U.P. and Ors. Vs. Renusagar Power Co. and Ors., has held:

"It is high time to reiterate that in the expanding horizon of modern jurisprudence, lifting of corporate veil is permissible. Its frontiers are unlimited. It must, however, depend primarily on the realities of the situation. The aim of the legislation is to do justice to all the parties. The horizon of the doctrine of lifting of corporate veil is expanding....." **(Para No.66).**

(iii) It is submitted that in the case of (2019) 2 SCC 1, Arcelormittal India Private Limited Vs. Satish Kumar Gupta and Others, it was held:

"The doctrine of "piercing the corporate veil" stands as an exception to the principle that a company is a legal entity separate



and distinct from its shareholders with its own legal rights and obligations. It seeks to disregard the separate personality of the company and attribute the acts of the company to those who are allegedly in direct control of its operation. **(Para No.35)**

The Hon'ble Court further observed that:

"The concept of corporate entity was evolved to encourage and promote trade and commerce but not to commit illegalities or to defraud people. Where, therefore, the corporate character is employed for the purpose of committing illegality or for defrauding others, the court would ignore the corporate character and will look at the reality behind the corporate veil so as to enable it to pass appropriate orders to do justice between the parties concerned."
(Para No.36)

The Hon'ble Court also observed:

The expression "control" in Section 2(27) of the Companies Act, 2013 is defined in two parts. The first part refers to de jure control, which includes the right to appoint a majority of the Directors of a company. The second part refers to de facto control. So long as a person or persons acting in concert, directly or indirectly, can positively influence, in any manner, management or policy decisions, they could be said to be "in control". **(Para No.50).**

The third concept is that of a promoter. "Promoter" is defined by Section 2(69) of the Companies Act, 2013. Here again, clause (a) refers to a de jure position, namely, where a person is expressly named in a prospectus or identified by the company in an annual return as a promoter. Clauses (b) and (c) speak of a de facto position. Under clause (b), so long as a person has "control" over the affairs of a company, directly or indirectly, in any manner, he could be said to be a promoter of such company. Under clause (c), such person need not be a member of the Board of Directors of a company, but can be a person who in fact advises, directs or instructs the Board to act. Under the proviso, only a person who acts



in a profession capacity is excluded from the talons of clause (c).
(Paras No. 55 and 56).

2. In the light of submissions as delineated herein above, it is respectfully submitted that this Hon'ble Commission may lift the corporate veil of promoter company namely Ansal Properties and Infrastructure Limited (APIL) and its subsidiary company Ansal Hi-Tech Townships Limited (AHTL) (J.D.-1) and hold it and its Directors/Key Managerial Personal liable for satisfaction of the decree against the JD No.1 Company i.e. Ansal Hi-Tech Townships Limited (AHTL) and/or complying with subsequent orders of this Hon'ble Commission in this regard.

5.4 Decree holder in EA no.78 of 2021 in CC No.1951 of 2016 in IA No.5862 of 2025 filed on 09.05.2025 has inter alia submitted as follows:

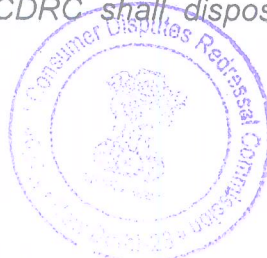
5. That the lead Applicant herein was constrained to approach the Hon'ble Supreme Court against the Order dated 21.03.2023 passed by the Hon'ble High Court of Delhi at New Delhi in CM APPL. 13312/2023 in CM(M) 1430/2022. Vide the Order impugned therein, the Hon'ble High Court, in its attempt to clarify the position that the stay was granted in only the concerned matter before it, erroneously affirmed that no coercive steps be taken against Mr. Pranav Ansal/Respondent No. 1 therein and all the Execution Applications pending before this Hon'ble Commission be proceeded with in accordance with law.

6. That the Hon'ble Supreme Court, vide Order dated 09.09.2024, passed the following Order after hearing the counsels for the parties, including Mr. Panav Ansal's counsel:

"We have heard learned counsel for the parties.

Learned counsel for the respondents categorically submitted that the petitioner herein is not arrayed as a party before the High Court in CM(M) No. 1430/2022. However, the petitioner is seeking execution of the order dated 16.10.2020.

In view of the aforesaid facts, the Execution Petitions before the National Consumer Disputes Redressal Commission (NCDRC) instituted by the petitioner herein bearing Nos. 77/2021 and 78/2021, can proceed de hors the proceedings instituted by the Mr. Pranav Ansal-respondent No.1 herein before the High Court. It is needless to observe that the NCDRC shall dispose of the aforesaid Execution



Petitions instituted by the petitioner herein as expeditiously as possible and in accordance with law and at any rate within the period of six months from today.

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8. *A bare perusal of the chronology of events above shows that multiple opportunities were given by this Hon'ble Commission to the Judgement Debtor Company and its officers to satisfy the decree. However, the directions were in vain. The Respondents have made a mockery of the judicial system by not only disobeying the orders but also evading their duty to satisfy the decrees, and conveniently shifting the onus from one person to another within the Company.*

9. *Pertinently, it has come to the knowledge of the Applicants herein, and as submitted by the Judgement Debtor on 24.03.2025, that the Judgement Debtor Company, through Mr. Pranav Ansal, on 06.03.2025 preferred a Miscellaneous Application ("MA") before the Hon'ble Supreme Court in SLP (C) No. 21487 of 2024 seeking extension of time against the Order dated 09.09.2024 in the said SLP. Till date, the said MA remains defective, and no steps have been taken by the Judgement Debtor Company to remove the same.*

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13. *It is imperative to note that pursuant to the judicial orders passed in the present EA, the Judgement Debtor approached some Applicants herein and made attempts to persuade them to settle the dispute. Based on these false assurances by the Judgement Debtor and to put a quietus to the issue, the Applicants herein engaged in multiple meetings with the Judgement Debtor only to be duped once again by the Judgement Debtor under the garb of proposed settlement talks.*

6. Analysis and Findings

6.1 The liability of the directors of a Company, which is under moratorium was considered at length by this Commission in AE/107/2021 '**Mr.Sudheschandra vs. Madat Ali Noor Mohammad Gilani & Anr.**' decided on 23.06.2025 in the light of following judgments of the Hon'ble Supreme Court, Hon'ble High Court of Delhi and this Commission :

- i) **Anjali Rathi & Ors. Vs. Today Homes & Infrastructure Pvt. Ltd. & Ors.** in SLP (C) No.12150 of 2019 decided on 08.09.2021.



- ii) Judgment of Hon'ble High Court of Delhi in **Rakesh Khanna Vs. Naveen Kumar Aggarwal & Ors.** in W.P.(C) No.13098/2024 decided on 25.09.2024.
- iii) Judgment of this Commission **Rajnish Kumar Rohatgi & Anr. Vs. M/s. Unitech Limited & Anr.** in EA/80/2016 in CC/14/2015 decided on 08.01.2019.
- iv) **Saranga Anilkumar Aggarwal Vs. Bhavesh Dhirajlal Sheth & Ors.** 2025 SCC Online SC 493 (decided on 04.03.2025)
- v) **Satish Kumar Seth & Ors. Vs. Rajesh Malik & Ors.** in SLP (C) Nos.13481-13482/2024 decided on 16.07.2024.
- vi) **Ansal Crown Heights Flat Buyers Association (Regd.) vs. M/s. Ansal Crown Infrabuild Pvt. Ltd. & Ors.** (2024) 5 SCC 745 (decided on 17.01.2024)

Extract of the relevant paras of this Commission's Judgment dated 23.06.2025 in AE/107/2021 is reproduced below:-

"13. What emerges from the above case laws and other records can be summarized as follows:

- (a) *The objective of the provisions under Section 27 of Consumer Protection Act, 1986/ Section 72 of Consumer Protection Act, 2019 is to enforce the orders of the Consumer Commission by holding a Company and its officers' (Directors/other KMPs, etc.) accountable for defying the directions of the Commissions.*
- (b) *The issuance of arrest warrants against the Directors (and other Key Managerial Personnel) of the JD Company for compelling compliance is well within the ambit of statutory framework of Consumer Protection Act.*
- (c) *Section 72 (2) envisaging a non-obstante clause, grants the Consumer Commission the jurisdiction to penalize non-compliance of its directions, which includes the power to issue arrest warrants for enforcing compliance.*
- (d) *These proceedings do not seek to determine the personal liability of the Directors, but instead hold them accountable for non-compliance with the orders of the Consumer Commissions.*



(e) As a Director of the Company at the time of the enforcement proceedings, such Director had a legal obligation to ensure that the Company complies with the Consumer Commissions' Directives.

(f) If a company fails or neglects to comply with an order passed by the Consumer Commission, liability extends not only to the Company itself, but to those who are responsible for its operations and fail to take necessary steps to ensure compliance.

(g) If a person was the Director of JD Company at any time on or after the date of decree, he would continue to be liable for penal action under Section 27 of Consumer Protection Act, 1986/ Section 72 of Consumer Protection Act, 2019 notwithstanding that he may have now ceased to be such Director.

(h) When a Director assumes office, they inherit the Company's obligation, including compliance with distinct legal orders.

(i) Only those persons would be liable to penalties under Section 27 of Consumer Protection Act, 1986/ Section 72 of Consumer Protection Act, 2019 who were in-charge and responsible to the Company for the conduct of its business at the time of offence under Section 27 of Consumer Protection Act, 1986/ Section 72 of Consumer Protection Act, 2019 is committed. The said offence, is committed on the date the order is passed by the Commission and the said offence continues till the aforesaid order is completed in all respects.

(j) Moratorium against the Judgment Debtor Company under Section 14 of the IBC will not act as a bar for penal action against the Directors of such JD Company under Section 27 of Consumer Protection Act, 1986/ Section 72 of Consumer Protection Act, 2019.

(k) Personal moratorium against the Director under Section 96 of the IBC will also not bar penal action against the Director of JD Company under Section 27 of Consumer Protection Act, 1986/ Section 72 of Consumer Protection Act, 2019.

(l) Liability of independent Directors, non-promoters and non-KMP non-executive director will be subject to fulfilment of conditions stated in circular dated 02.03.2020 of M/o Corporate Affairs cited."

6.2 Larger Bench of this Commission in EA No.80 of 2016 in CC No.14 of 2015 **Rajnish Kumar Rohatgi & Anr. Vs. M/s Unitech Ltd. & Anr.** vide its order dated



08.01.2019 considered the issue of liability of directors/ key managerial personnel of the company in cases where in the complaint only a company was the opposite party, in the final orders passed by the Commission and directors or managers of the company was/ were not a party to the said final order. Extract of relevant paragraphs of the judgment is reproduced below:

"6. In this reference, we are dealing with the complaints in which only a company was the opposite party in the final order passed by this Commission and the Directors or Managers of the company were not a party to the said final order.

7. As far as the company is concerned, it cannot be disputed that having failed or omitted to comply with the order passed by this Commission, it is liable to the penalty prescribed in Section 27 of the Consumer Protection Act, though, the company being a juristic person, penalty can only be the fine which cannot exceed Rs.10,000/-.

8. The contention of the learned counsel appearing for the companies is that since the order passed by this Commission required only the company to comply with the same, the company is a juristic person, independent of its Directors, Managers etc., and unlike the provisions contained in several statutes such as Negotiable Instruments Act, the Consumer Protection Act does not contain a deeming provision making the person, who at the time the offence was committed, was in-charge of and responsible to the company for the conduct of the business of the company, vicariously liable for the penalty under Section 27 of the Consumer Protection Act, it is the company alone which would be liable to penalty in terms of Section 27 of the Act. The learned counsel for the complainants, on the other hand, submitted that such a deeming provision is implicit in Section 27 of the Consumer Protection Act since in the absence of such an inherent deeming provision, it will not be possible for a Consumer Forum to enforce the order passed by it against a company.

9. In our opinion, this issue is no more res-integra in view of the decisions of the Hon'ble High Court of Delhi in **Byford Leasing Ltd. Vs. Union of India & Ors. 57 (1995) Delhi Law Times 623 (DB)**, **Ravi Kant & Ors. Vs. National Consumer Disputes Redressal Commission & Ors. 66 (1997) Delhi Law Times 13 (DB)** and **V.P. Mainra (Dr.) Vs. Dawsons Leasing Ltd., 2004(77) DRJ 727**.

10. In Ravi Kant (supra), the complainants obtained Decrees from the State Commission against two companies. Having not been able



to realise their monies under Section 25 of the Consumer Protection Act, they moved the concerned State Commission under Section 27 of the Act. The State Commission, applying the principle of lifting the veil, held the petitioners, who were Directors in the said companies, liable on the finding that they were actually controlling and running the companies and sentenced them to undergo imprisonment and pay fine. The said order having been confirmed by this Commission, was challenged before the Hon'ble High Court. The following inter-alia were the contentions advanced before the Division Bench of the Hon'ble High Court:

"1. Section 27 of the Act permitting penalties to be imposed by the Commission does not apply to a "Company" in view of the definition of "person" in Section 2(1)(m) and also because Section 27 refers to a 'person' and not to a company and this is in contrast to Section 25 which refers to a company.

2. The principle of "lifting the veil" applies only if the concerned statute creates a penal liability against a company and permits action against those who are in charge of the affairs or in control of the actions of the company."

Point 1: Section 27 of the Act deals with penalties to be imposed against a "trader" or "person" who "fails or omits to comply" with any order passed by the District Forum, the State Commission or the National Commission, as the case may be. Learned Counsel submits that this section does not refer to action against a "company". Reference is also made to Section 2(m):

"Section 2(m) : "person" includes (i) a firm whether registered or not; (ii) a Hindu undivided family; (iii) a cooperative society; (iv) every other association of persons whether registered under the Societies Registration Act, 1860 or not.

It is argued that neither Section 27 nor Section 2(m) refer to a 'Company' and hence Section 27 does not apply to a 'Company'.

The following was the view taken by the Hon'ble High Court:

10. In our view, this contention cannot be accepted. The definition of person in Section 2(m) is an 'inclusive' definition and not an exhaustive definition. Question arises whether, in such a situation, we can bring in the definition



of 'person' in Section 3(42) of the General Clauses Act, 1897. The provision defines 'person' as follows:

"Person" shall include any company or association or body of individuals, whether incorporated or not."

Here it may be noticed that the definition of 'person' in the General Clauses Act is also an 'inclusive' definition. Even so, in our view, the said definition can be resorted to inasmuch as the definition of 'person' in the Act before us is an 'inclusive' one and not an exhaustive one. Section 3 of the General Clauses Act clearly says, that: 'In this Act, and in all Central Acts and Regulations made after the commencement of this Act, unless there is anything repugnant in the subject or context, the definitions given in the General Clauses Act" would apply."

"13. Therefore, going by the object and purpose of the Act, it is clear that Section 27 of the Act applies to failure or omissions on the part of a 'company' to comply with the provisions of orders passed. Point 1 is decided against the petitioners.

Point 2: It is argued that the principle of 'lifting the veil' as applied to companies is attracted only to cases where the concerned statute contains specific provisions for penal action against those in charge of or controlling the affairs of a company. Reference in this connection is made by the petitioners' counsel to the specific provisions in Section 141 of the Negotiable Instruments Act, Section 10 of the Essential Commodities Act 1955, Section 371 of the New Delhi Municipal Council Act, 1994 and other statutes. It is argued that there is no similar provision in the Act before us.

14. It is true that certain statutes contain specific provision for criminal prosecution of persons in charge of or controlling companies. But, that in our opinion, makes no difference. For example, the Contempt of Courts Act, 1952 did not contain any provision like Sub-clause (4) or (5) of Section 12 of the new Contempt of Courts Act, 1971. The latter made specific provision for contempt action against persons in charge or the management or control of companies. Even though, in the 1952 Act, there was no specific provision, it was held by the Supreme Court in Aligarh Municipality V. E.T. Mazdoor Union, (AIR 1970 S.C.1767) that:

"A Command to a Corporation is in fact a command to those who are officially responsible for the conduct of its



affairs, If they, after being apprised of the order directed to the Corporation, prevent compliance or fail to take appropriate action, within their power, for the performance of the duty of obeying those orders, they and the corporate body are both guilty of disobedience and may be punished for contempt.”

In our view, likewise a penal provision, which as stated above, is applicable to a “Company” by the Commission in Section 27 must be treated as applicable to those who are officially responsible for the conduct of its affairs. Here, the two petitioners are the directors of each of the two companies.

In our view, as per the principle laid down in the above ruling of the Supreme Court, the penal provisions in Section 27 of the Act can be applied to the Directors of the Companies, notwithstanding the absence of a specific provision for action against those in charge of or in control of the affairs of the company.

14. The same conclusion can be reached by applying the principle of 'lifting the veil explained in the recent judgment of the Supreme Court in **Delhi Development Authority V. Skipper Construction Company AIR 1996 SC 2005=62 (1996) DLT 543 (SC) (at p. 2013)**. If the corporate personality is used as a cloak for fraud or improper conduct, the Court can go behind the veil. Where the protection of public interest is of a paramount importance the Court is entitled to go behind the corporate personality.

15. In *Byford Leasing Ltd. V. Union of India*, 57 (1995) DLT 623 a Division Bench of this Court held that under Section 27 of the Act, the Chairman and Managing Director of a Company can be proceeded against, he being in charge of the management and control of the affairs of the company. We respectfully agree with this view.

17. Following the above principles of law, we hold that the State Commission and the National Commission were right in refusing to permit the two petitioners – the two Sole Directors of the two companies, being husband and wife – to defend themselves under the cloak of Corporate entity – and the Commissions were right in lifting the veil and identifying the petitioners as the persons who were responsible for committing the statutory offences referred to in Section 27 of the Act. Point No.2 is held against the petitioners.”



11. In *Byford Leasing Ltd. (supra)*, the State Commission had initiated proceedings under Section 27 of the Consumer Protection Act against the petitioner company and also issued warrant of arrest of its Chairman. The order passed by this Commission was challenged by way of a Writ Petition. While issuing the warrant for arrest of the Chairman of the petitioner company, the State Commission had held that persons, who were officially responsible for the conduct of the affairs of the company were liable to be punished for disobeying the orders of the competent Courts directed against the company, inasmuch as command to the company is in fact a command to those who are officially responsible for conduct of its affairs, and after being apprised of the order passed against the Corporation failed to take appropriate action, within their power, for the performance of the duties of obeying those orders, and therefore they as well as the company both are guilty of disobedience. The Hon'ble High Court inter-alia held that so far as personal liability of the Chairman / Managing Director was concerned, the conclusions arrived at by the State Commission were perfectly reasonable and a person in charge of and responsible for the conduct of the business of the company was liable to punishment, for disobedience of the orders made by the concerned authorities.

12. In *V.P. Mainra (supra)*, the order passed by the District Forum against a company namely *Dawsons Leasing Ltd.* was not complied. The District Forum therefore, issued non-bailable warrant for the arrest of the Managing Director of the said company. The petitions were filed before the Hon'ble High Court by Ex-Directors of the company, seeking transfer of the proceedings pending before the District Forum, to the High Court, the company being under the charge of the Official Liquidator appointed for managing its affairs. One of the questions which came up for consideration of the Hon'ble High Court was with respect to the nature of the proceedings initiated under Section 27 of the Consumer Protection Act. The following was the view taken by the Hon'ble High Court in this regard:

"13. It is clear from the language of Section 27 that, for failure to comply with the orders of the District Forums, the person who was to comply with such an order, is punishable with imprisonment or with fine or with both. Obviously, a company incorporated under the Act, which is juristic or artificial entity, cannot be imprisoned. It is for this reason that when an order is made against a company, its Directors would be liable for such a punishment / penalties prescribed under Section 27 of CP Act.



..... However, as far as proceedings / complaints under the CP Act are concerned, these were filed against the company. Order was passed against the company. It is the company which was to comply with the said order. Because of non-compliance, applications under Section 27 of the CP Act have been filed by the complainants. There is no personal liability of the Directors. If the company pays the amount, there would not be any proceedings. However, when the company fails to make the payment and since it is an artificial person and cannot be imprisoned, the Directors are held responsible and it is in this context that the orders can be passed against the Directors under Section 27 of the CP Act.”

13. In support of his contention that only a company can be liable to the penalty under Section 27 of the Consumer Protection Act, the learned counsel for the Pioneer Urban L and Limited relied upon the decisions of the Hon'ble Supreme Court in **Sunil Bharti Mittal Vs. Central Bureau of Investigation (2015) 4 SCC 609** and **Standard Chartered Bank & Ors. Vs. Directorate of Enforcement and Ors. Appeal (Civil) 1748 of 1999 decided on 24.2.2006.**

14. In *Sunil Bharti Mittal (supra)*, a charge sheet was filed by CBI, inter-alia against three companies, under Section 13(2) read with Section 13(1) (d) of the Prevention of Corruption Act and allied offences. The Special Judge while proceeding against those named in the charge sheet, also recorded that the petitioner Sunil Bharti Mittal was CMD of Bharti Cellular Limited, Mr. Asim Ghosh was the Managing Director of M/s. Hutchison Max Telecom (P) Ltd. and Mr. Ravi Ruia was a Director in Sterling Cellular Ltd., the companies which had been charge sheeted by CBI and that the aforesaid individuals could be treated as controlling the affairs of the respective companies and represents the directing mind and will of each company. He therefore, decided to proceed against those individuals as well. Being aggrieved, they approached the Hon'ble Court, challenging the order passed by the Learned Special Judge. Allowing their petitions, the Hon'ble Supreme Court, inter-alia observed and held as under:

“42. No doubt, a corporate entity is an artificial person which acts through its officers, Directors, Managing Director, Chairman, etc. If such a company commits an offence involving mens rea, it would normally be the intent and action of that individual who would act on behalf of the company. It would be more so, when the criminal act is that of conspiracy. However, at the same time, it is the cardinal principle of criminal jurisprudence that there is no vicarious liability unless the statute specifically provides so.



44. When the company is the offender, vicarious liability of the Directors cannot be imputed automatically, in the absence of any statutory provision to this effect. One such example is Section 141 of the Negotiable Instruments Act, 1881.”

15. In *Standard Chartered Bank (supra)*, notices to show cause on the adjudication proceedings for imposition of penalty under Section 50 and 51 of Foreign Exchange Regulation Act (hereinafter referred to as FERA) and under Section 61 of the said Act were given to the bank and some of its officers. A Writ Petition was filed by the bank, challenging the constitutional validity of FERA. Another WP was filed by its officers, challenging the individual notices. The High Court of Bombay repelled the challenge to the constitutional validity of Section 50, 51, 56 and 68 of FERA but held that Section 68(1) was confined to a prosecution for penal offences. Being aggrieved from the order passed by the High Court, both the bank and its officers as well as the Union of India filed civil appeals before the Hon'ble Supreme Court. Dismissing the appeals filed by the bank and its officers and allowing the appeal filed by the Union of India, the Hon'ble Supreme Court inter-alia observed and held as under:

“15. All that Section 68(1) says is that if the commission of an offence by the company is proved, the person who was in charge and was responsible to the company for the conduct of the business of the company at the time the contravention was committed, was to be deemed to be guilty of the contravention and was liable to be proceeded against and punished. He is being punished in view of his status in the company and because it is proved that the company is guilty of contravention of any of the provisions of FERA. There is nothing unreasonable in this, since a company normally acts through a person who is in charge of its affairs and even in that case, the person in charge and responsible to the company for the conduct of its business, is given an opportunity to show that the alleged contravention by the company took place without his knowledge or in spite of the exercise of all due diligence by him to prevent such contravention. Section 68(2) is attracted in a case where a company has contravened the provisions of the Act or any rule, direction or order made thereunder and that particular contravention is proved to have taken place with the consent or connivance or is attributable to any neglect on the part of any Director, Manager, Secretary or other officer of the company. In other words, the prosecution, in addition to prosecuting the company, can also prosecute any particular officer whose action or inaction or negligence resulted in the commission of the particular offence by the company. This only



means that a person who is instrumental in the commission of an act by the company that is in contravention of FERA or the rules or directions issued thereunder, also lays himself open to prosecution. Having done something or omitted to do something leading to the company contravening the provisions of the Act, the officer concerned cannot say that it is unreasonable to prosecute him also, along with the company and the person in charge of and responsible to the company for the conduct of its business.”

30. It is true that the entire penalty that may be imposed on adjudication is capable of being recovered from the company itself. But that does not mean that it cannot be recovered from the officer incharge of the company or those who connived at or were instrumental in the contravention of the provisions of the Act by the company. Once the ingredient of the offence is contravention of the provisions of the Act and the consequences flowing from the contravention is to make that person including a company liable for penalty as well as for prosecution, there does not appear to be any justification in confining the scope of the Section 68 only to prosecutions under Section 56 of the Act.”

16. Neither the decision in *Sunil Bharti Mittal (supra)* nor the decision in *Standard Chartered Bank (supra)* pertains to the proceedings initiated under Section 27 of the CP Act. On the other hand, the decisions of the Hon'ble High Court of Delhi *Ravi Kant (supra)*, *Byford Leasing Ltd. (supra)* and *V.P. Mainra (Dr.) (supra)* pertain directly to the aforesaid provision and a consistent view has been taken by the Hon'ble High Court of Delhi, which also happens to be the concerned jurisdictional High Court, that if a company fails or omits to comply with an order passed by a Consumer Forum, not only the company but those individuals who are in charge of and controlling its affairs and thereby fail to take appropriate action for compliance of the orders passed by the Consumer Forum would also be liable to be punished in accordance with Section 27 of the CP Act. In view of the decision of the Hon'ble Supreme Court in *Aligarh Municipality (supra)*, we hold that when a direction is issued by a Consumer Forum to a company, it is also a direction to the persons in charge of and responsible to the company for conduct of its affairs to take all such actions as is required to be taken to ensure compliance of the said order and if they fail or omit to do so, they would be liable to the penalty prescribed in Section 27 of the CP Act.

17. During the course of arguments reference was also made to **Maksud Saiyed Vs. State of Gujarat & Ors. (2008) 5 SCC**



668 and S.K. Alagh Vs. State of Uttar Pradesh & Ors. (2008) 5 SCC 662.

In Maksud Saiyed (supra) a criminal complaint was filed by the appellants before the Chief Judicial Magistrate, who passed an order under Section 156 (3) of the Code of Criminal Procedure, directing investigations by the police. On a petition filed by the respondent under Section 482 of the Cr. PC, the complaint and investigation were quashed by the High Court. The appellant then filed a criminal appeal before the Hon'ble Supreme Court, challenging the order passed by the High Court. Dismissing the appeal, the Hon'ble Supreme Court inter-alia observed and held as under:

"13. Where a jurisdiction is exercised on a complaint petition filed in terms of Section 156(3) or Section 200 of the Code of Criminal Procedure, the Magistrate is required to apply his mind. Indian Penal Code does not contain any provision for attaching vicarious liability on the part of the Managing Director or the Directors of the Company when the accused is the Company. The learned Magistrate failed to pose unto himself the correct question viz. as to whether the complaint petition, even if given face value and taken to be correct in its entirety, would lead to the conclusion that the respondents herein were personally liable for any offence. The Bank is a body corporate. Vicarious liability of the Managing Director and Director would arise provided any provision exists in that behalf in the statute. Statutes indisputably must contain provision fixing such vicarious liabilities. Even for the said purpose, it is obligatory on the part of the complainant to make requisite allegations which would attract the provisions constituting vicarious liability."

"14. It will bear repetition to state that throughout the complaint petition, no allegation had been made as against any of the respondents herein that they had anything to deal with personally either in discharge of their statutory or official duty. As indicated hereinbefore, in the prospectus, a bona fide mistake had been committed. The fact that such a mistake had been committed stands accepted."

In S.K. Alagh (supra), a complaint was instituted before the Chief Judicial Magistrate against the appellant, who was the Managing Director of the Britannia Industries Ltd. The company was not impleaded as an accused. He having been summoned, an application for recalling, the summoning order was filed before the Chief Judicial Magistrate. That application having been allowed and the appellant having been discharged, a revision petition was filed by the



complainant which was allowed. The petition filed by the appellant under Section 482 of the Cr. P.C. having been dismissed by the High Court, he approached the Hon'ble Supreme Court by way of an appeal. Allowing the appeal, the Hon'ble Supreme Court inter-alia held as under:

"19. As, admittedly, drafts were drawn in the name of the company, even if appellant was its Managing Director, he cannot be said to have committed an offence under Section 406 of the Indian Penal Code. If and when a statute contemplates creation of such a legal fiction, it provides specifically therefor. In absence of any provision laid down under the statute, a Director of a company or an employee cannot be held to be vicariously liable for any offence committed by the company itself. (See *Sabitha Ramamurthy and Anr. v. R.B.S. Channabasavaradhya*)."

Neither of these decisions pertains to a petition under Section 27 of the C.P. Act, 1986. Whereas the decisions of the Hon'ble High Court of Delhi referred hereinabove, pertain directly to such proceedings.

No decision of the Hon'ble Supreme Court in the context of vicarious liability under Section 27 of the CP Act having been brought to our notice, we are bound by the aforesaid decisions of the Hon'ble Delhi High Court.

18. The next question which arises for consideration is as to who can be said to be the persons in charge of and responsible to the company for conduct of its affairs and that would be liable to penalty in the event of the order passed by a Consumer Forum against a company, not being complied. In our opinion, the question as to who can be said to be persons in charge of and responsible to the company for the conduct of its business is a question of fact to be decided, in the facts and circumstances of each case. However, only those persons would be liable to penalty under Section 27 of the Consumer Protection Act, who were in charge of and responsible to the company for conducts of its business at the time the offence under Section 27 of the Act is committed. The said offence, in our view, is committed on the date the order is passed by the Consumer Forum and the said offence continues till the aforesaid order is complied in all respects. Therefore, the persons who were in charge and responsible to the company for conduct of its business on and after the date the order came to be passed by the Consumer Forum, till the said order is complied, shall be liable to be punished under Section 27 of the CP Act.



19. Drawing analogy from Section 141(2) of the Negotiable Instrument Act, we also hold that if it is proved that offence punishable under Section 27 of CP Act has been committed with the consent or connivance of or is attributable to any neglect on the part of any Director, Managers, Secretary or other officer of the company, such Director, Manager, Secretary or other officer shall also be deemed guilty of that offence and shall be liable to punishment prescribed in Section 27 of the Act, even if he was not in charge and responsible to the company for the conduct of its business, at the time the offence under Section 27 of CP Act was committed.

20. Drawing analogy from the second proviso to 141(1) of the Negotiable Instrument Act, we also hold that a person nominated as a Director of the company by virtue of his holding any office or employment in the Government or a Financial Corporation owned or controlled by the Government, shall not be liable for punishment under Section 27 of the CP Act.

21. Drawing analogy from the first proviso to Section 141(1) of the Negotiable Instrument Act, we also hold that if a person who was in charge of and responsible to the company, for the conduct of its business at the time the offence was committed proves that the said offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of the said offence, he shall not be liable to punishment under Section 27 of the CP Act.

22. We also hold that the vicarious criminal liability of a Director in a company shall apply to a partner in a firm where the offence under Section 27 of the CP Act is committed by a partnership firm.

23. The next question which arises for consideration is as to who can be said to be the person in charge of and responsible to the company for conduct of its business at the time the offence under Section 27 of the CP Act is committed. Though, the answer to this question would depend upon the facts of each case, some guidance in this regard can be found in the judicial precedents, including the decisions of the Hon'ble Supreme Court in **K.K. Ahuja Vs. V.K. Vohra & Anr. Criminal Appeal Nos. 1130-31 of 2003 decided on 06.7.2009** and **Gunmala Sales Private Ltd. Vs. Anu Mehta & Ors. (2015) 1 SCC 103.**

24. In *K.K. Ahuja (supra)*, the Hon'ble Supreme Court inter-alia held as under:

"14.Therefore, we will have to fall back upon the provisions of Companies Act, 1956 which is the law relating to and regulating companies. Section 291 of the said Act provides



that subject to the provisions of that Act, the Board of Directors of a company shall be entitled to exercise all such powers, and to do all such acts and things, as the company is authorized to exercise and do. A company though a legal entity can act only through its Board of Directors. The settled position is that a Managing Director is prima facie in charge of and responsible for the company's business and affairs and can be prosecuted for offences by the company. But insofar as other directors are concerned, they can be prosecuted only if they were in charge of and responsible for the conduct of the company's business. A combined reading of Sections 5 and 291 of Companies Act, 1956 with the definitions in clauses (24), (26), (30), (31), (45) of section 2 of that Act would show that the following persons are considered to be the persons who are responsible to the company for the conduct of the business of the company : --

(a) the managing director/s;

(b) the whole-time director/s;

(c) the manager;

(d) the secretary;

(e) any person in accordance with whose directions or instructions the Board of directors of the company is accustomed to act;

(f) any person charged by the Board with the responsibility of complying with that provision (and who has given his consent in that behalf to the Board); and

(g) where any company does not have any of the officers specified in clauses

(a) to (c), any director or directors who may be specified by the Board in this behalf or where no director is so specified, all the directors. It follows that other employees of the company, cannot be said to be persons who are responsible to the company, for the conduct of the business of the company.

15. There may be many directors and secretaries who are not in charge of the business of the company at all. The meaning of the words "person in charge of the business of the company" was considered by this Court in *Girdhari Lal Gupta v. D.N. Mehta* [1971 (3) SCC 189] followed in *State of Karnataka v. Pratap Chand* [1981 (2) SCC 335] and *Katta Sujatha vs.*



Fertiliser & Chemicals Travancore Ltd. [2002 (7) SCC 655]. This Court held that the words refer to a person who is in overall control of the day to day business of the company. This Court pointed out that a person may be a director and thus belongs to the group of persons making the policy followed by the company, but yet may not be in charge of the business of the company; that a person may be a Manager who is in charge of the business but may not be in overall charge of the business; and that a person may be an officer who may be in charge of only some part of the business.

16. *Therefore, if a person does not meet the first requirement, that is being a person who is responsible to the company for the conduct of the business of the company, neither the question of his meeting the second requirement (being a person in charge of the business of the company), nor the question of such person being liable under sub-section (1) of section 141 does not arise. To put it differently, to be vicariously liable under sub-section (1) of Section 141, a person should fulfil the 'legal requirement' of being a person in law (under the statute governing companies) responsible to the company for the conduct of the business of the company and also fulfil the 'factual requirement' of being a person in charge of the business of the company."*

20. *The position under section 141 of the Act can be summarized thus :*

(i) *If the accused is the Managing Director or a Joint Managing Director, it is not necessary to make an averment in the complaint that he is in charge of, and is responsible to the company, for the conduct of the business of the company. It is sufficient if an averment is made that the accused was the Managing Director or Joint Managing Director at the relevant time. This is because the prefix 'Managing' to the word 'Director' makes it clear that they were in charge of and are responsible to the company, for the conduct of the business of the company.*

(ii)

(iii) *In the case of a Director, Secretary or Manager (as defined in Sec. 2(24) of the Companies Act) or a person referred to in clauses (e) and (f) of section 5 of Companies Act, an averment in the complaint that he was in charge of, and was responsible to the company, for the conduct of the business of the company is necessary to bring the case under section 141(1). No further averment would be necessary in the complaint, though some particulars will be desirable. They can also be made liable*



under section 141(2) by making necessary averments relating to consent and connivance or negligence, in the complaint, to bring the matter under that sub-section.

(iv) Other Officers of a company cannot be made liable under sub-section (1) of section 141. Other officers of a company can be made liable only under sub-section (2) of Section 141, be averring in the complaint their position and duties in the company and their role in regard to the issue and dishonour of the cheque, disclosing consent, connivance or negligence.

25. Section 5 of the Companies Act, 1956 which defined the term "officer, who is default" has been replaced by Section 2 (60) in the Companies Act, 2013, which came into force on 12.9.2013 vide S.O. 2754 (E) dated 12.9.2013 and reads as under:

"(60) "Officer who is in default", for the purpose of any provision in this Act which enacts that an officer of the company who is default shall be liable to any penalty or punishment by way of imprisonment, fine or otherwise, means any of the following officers of a company, namely :-

1. Whole-time director;
2. Key managerial personnel; Section 2(51)
3. Where there is no key managerial personnel, such director or directors as specified by the Board in this behalf and who has or have given his or their consent in writing to the Board to such specification, or all the directors, if no director is so specified;
4. Any person who, under the immediate authority of the Board or any key managerial personnel, is charged with any responsibility including maintenance, filing or distribution of accounts or records, authorises, actively participates in, knowingly permits, or knowingly fails to take active steps to prevent, any defect;
5. Any person in accordance with whose advice, directions or instructions the Board of Directors of the company is accustomed to act other than a person who gives advice to the Board in a professional capacity;
6. Every director, in respect of a contravention of any of the provisions of this Act, who is aware of such contravention by virtue of the receipt by him of any proceedings of the Board or participation in such proceedings, without objecting to the same, or where such contravention had taken place with his consent or connivance;
7. In respect of the issue or transfer of any shares of a company, the share transfer agents, registrars and merchant bankers to the issue or transfer.



In our opinion, after coming into force of Section 2(60) of the Companies Act, 2013, the following persons will be considered to be the persons responsible to the company for the conduct of the business of the company.

(i) Managing Director (s) –

1. Whole-time director (s);
2. Key managerial personnel; Section 2(51)
3. Where there is no key managerial personnel, such director or directors as specified by the Board in this behalf and who has or have given his or their consent in writing to the Board to such specification, or all the directors, if no director is so specified;
4. Any person who, under the immediate authority of the Board or any key managerial personnel, is charged with any responsibility including maintenance, filing or distribution of accounts or records, authorises, actively participates in, knowingly permits, or knowingly fails to take active steps to prevent, any defect;
5. Any person in accordance with whose advice, directions or instructions the Board of Directors of the company is accustomed to act other than a person who gives advice to the Board in a professional capacity;

The term key managerial personnel has been defined in Section 2(51) of the Companies Act, 2013 and the following therefore, would be the key managerial personnel of a company:

- (i) the Chief Executive Officer or the managing director or manager,
- (ii) the company secretary,
- (iii) the whole time director ;
- (iv) the Chief Financial Officer;
- (v) such other officer, not more than one level below the directors who is in whole-time employment, designated as key managerial personnel by the Board; and
- (vi) such other officer as may prescribed.

The above referred persons therefore, shall also be considered to be persons responsible to the company for the conduct of the business of the company.



The term 'Manager' has been defined in Section 2(53) of the Companies Act, 2013 which reads as under:

"53. 'Manager' means an individual who, subject to the superintendence control and direction of the Board of Directors, has the management of the whole, or substantially the whole, of the affairs of a company, and includes a director or any other person occupying the position of a manger, by whatever name called, whether under a contract of service or not;"

A person who qualifies as Manager in terms of the definition given hereinabove, shall also be considered to be a person responsible to the company for the conduct of the business of the company.

26. In Gunmala Sales Private Ltd. (supra), the Hon'ble Supreme Court inter-alia held as under:

"34.1 Once in a complaint filed under Section 138 read with Section 141 of the NI Act the basic averment is made that the Director was in charge of and responsible for the conduct of the business of the company at the relevant time when the offence was committed, the Magistrate can issue process against such Director;

34.3 In the facts of a given case, on an overall reading of the complaint, the High Court may, despite the presence of the basic averment, quash the complaint because of the absence of more particulars about role of the Director in the complaint. It may do so having come across some unimpeachable, uncontrovertible evidence which is beyond suspicion or doubt or totally acceptable circumstances which may clearly indicate that the Director could not have been concerned with the issuance of cheques and asking him to stand the trial would be abuse of the process of the court. Despite the presence of basic averment, it may come to a conclusion that no case is made out against the Director. Take for instance a case of a Director suffering from a terminal illness who was bedridden at the relevant time or a Director who had resigned long before issuance of cheques. In such cases, if the High Court is convinced that prosecuting such a Director is merely an arm-twisting tactics, the High Court may quash the proceedings. It bears repetition to state that to establish such case unimpeachable, uncontrovertible evidence which is beyond suspicion or doubt or some totally acceptable circumstances will have to be brought to the notice of the High Court. Such cases may be few and far between but the possibility of such a case being there cannot be ruled out. In the



absence of such evidence or circumstances, complaint cannot be quashed;

If the application under Section 27 of the Consumer Protection Act, does contain the averments referred in para 34.1 of the decision in *Gunmala (supra)*, he can be proceeded against under the said Section.

27. One of the questions which came up for consideration during the course of hearing was with respect to the procedure which a Consumer Forum is required to follow in the proceedings initiated under Section 27 of the CP Act. It was contended on behalf of some of the complainants that the proceedings under Section 27 are akin to the proceedings under Section 39 Rule 2A of the Cr. PC or the proceedings under Contempt of Court Act or Section 51 read with Order 21 Rule 37 of the Code of Civil Procedure. A reference in this regard was made to the following observations made by the Hon'ble Supreme Court in **State of Karnataka Vs. Vishwabharathi House Building Coop. Society & Ors. (2003) SCC 412:**

"58. Furthermore, Section 27 of the Act also confers an additional power upon the Forum and the Commission to execute its order. The said provision is akin to Order 39 Rule 2-A of the Code of Civil Procedure or the provisions of the Contempt of Courts, Act or Section 51 read with Order 21 Rule 37 of the Code of Civil Procedure. Section 25 should be read in conjunction with Section 27. A Parliamentary statute indisputably can create a tribunal and might say that non-compliance of its order would be punishable by way of imprisonment or fine, which can be in addition to any other mode of recovery.

Reliance was also placed upon the following view taken by Allahabad High Court in **Ghaziabad Development Authority Vs. Union of India & Anr. 2003 (4) AWC 3078:**

"20. A perusal of Section 27 clearly shows that proceedings therein are in the nature of proceedings for civil contempt, and their object is to compel obedience of the orders of the District Forum, State Commission or the National Commission."

"22.No doubt under the Contempt of Courts Act, 1971 and Chapter 35E of the Allahabad High Court Rules, the procedure for contempt of court proceedings in the Allahabad High Court has been prescribed, but in our opinion, this procedure need not be followed by the District Forum, State Commission or the National Commission in proceedings under Section 27. Hence, the District Forum, State Commission



or the National Commission needs only to follow the rules of natural justice in respect of such proceedings.”

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29. As noted earlier, Section 27 of the CP Act was amended with effect from 15.3.2003. While deleting the proviso which permitted imposition of a less than the minimum term of imprisonment and less than the minimum amount of fine, the legislature also added sub-section(2), thereby conferring the powers of Judicial Magistrate of the First Class upon the District Forum, the State Commission or the National Commission, as the case may be, for trial of the offences under the CP Act and also provided that the District Forum, State Commission or the National Commission shall be deemed to be a Judicial Magistrate of the First Class for the purpose of Code of Criminal Procedure. Sub-Section (3) was also added to provide that the offences under the CP Act may be tried summarily. Considering the aforesaid amendment, and bound by the decision of the Hon'ble Supreme Court in Kamlesh Aggarwal (supra), taking therein the view that the District Forum was required to follow the procedure prescribed in Section 262 read with Chapter XX and Section 251 of the Code of Criminal Procedure, we have no hesitation in holding that after amendment with effect from 15.3.2003, the proceedings initiated under Section 27 of the CP Act are regulated by the procedure prescribed in the above-referred provisions of the Cr.PC. Though, in Kamlesh Aggarwal (supra), the Hon'ble Supreme Court exercised its plenary powers under Article 142 of the Constitution, what needs to be noted is that the said power was exercised because the District Forum had not followed the procedure prescribed in Section 262 read with Chapter XX and Section 251 of the Cr. P.C.

30. Section 251 appears in Chapter XX of the Cr. P.C. and reads as under:

“251. Substance of accusation to be stated – when in a summons-case the accused appears or is brought before the Magistrate, the particulars of the offence of which he is accused shall be stated to him, and he shall be asked whether he pleads guilty or has any defence to make, but shall not be necessary to frame a formal charge.”

Section 262 and 264 find place in Chapter XXI of the Cr. P.C. and read as under:

262. Procedure for summary trials – (1) In trials under this Chapter, the procedure specified in this Code



for the trial of summons-case shall be followed except as hereinafter mentioned.

2. No sentence of imprisonment for a term exceeding three months shall be passed in the case of any conviction under this Chapter.

264. Judgment in cases tried summarily – In every case tried summarily in which the accused does not plead guilty, the Magistrate shall record the substance of the evidence and a judgment containing a brief statement of the reasons for the finding”.

Section 313(1)(b), which appears in Chapter XXIV containing general provisions as to inquiries and trials, reads as under:

313. Power to examine the accused – (1) In every inquiry or trial, for the purpose of enabling the accused personally to explain any circumstances appearing in the evidence against him, the Court –

1. < >

Shall, after the witnesses for the prosecution have been examined and before he is called on for his defence, question him generally on the case:

Provided that in a summons-case, where the Court has dispensed with the personal attendance of the accused, it may also dispense with his examination under clause (b).

31. On a conjoint reading of the aforesaid provisions contained in Cr. P.C., we are of the considered view that when a person accused of having committed an offence punishable under Section 27 of the CP Act appears or is brought before a District Forum, State Commission or the National Commission as the case may be, a notice stating the particulars of the offence alleged to have been committed by him, is required to be given to him. If he pleads guilty, he can be convicted and punished in terms of Section 27 of the CP Act. If he does not plead guilty or claims that he has any defence to make, the District Forum, State Commission or National Commission, as the case may be, shall record the substance of such evidence as may be produced by the complainant. The evidence may be oral and / or documentary. In his discretion, the complainant may seek to rely solely upon the order passed by the District Forum, State Commission or the National Commission, as the case may be, and in such a case, the aforesaid order would constitute an evidence produced by the



complainant in support of his case. Of course, if he wants to produce other evidence as well, he will be entitled to produce the same so long as the said evidence is relevant for the purpose of the proceedings initiated under Section 27 of CP Act. Considering the nature of the evidence, which would be relevant for the purpose of the proceedings instituted under Section 27 of the CP Act, such evidence, in our opinion, can be given on affidavits, as provided in Section 296 of the CP Act. The choice will rest with the complainant to decide whether he wants to give oral evidence or evidence on affidavit (s) or both, oral as well as on affidavit(s). If oral evidence or evidence on affidavit is given by the complainant, the accused would be entitled to cross-examine the deponent / witness since, evidence, as defined in Section 3 read with Section 138, 139 of the Evidence Act comprises not only the Examination-in-Chief but also cross-examination and re-examination if any, permitted by the Court. An evidence in a criminal trial, without an opportunity to the opposite party to cross-examine the witness will not constitute legally admissible evidence, the cross-examination of the witnesses being a fundamental and indefeasible right of the accused. In view of the provisions contained in Section 264 of the Cr. P.C. it will be sufficient for the District Forum, State Commission or the National Commission, as the case may be, to record the substance of the evidence, instead of recording a verbatim examination of the witness. In view of the mandate of the sub-section (3) of Section 27, it will be competent for the District Forum, State Commission or the National Commission, as the case may be, to record only the substance of the evidence.

Despite the restriction contained in sub-section(2) of Section 262 of the Cr. P.C., it would be competent for the District Forum, State Commission or the National Commission as the case may be, to pass a sentence of imprisonment for term exceeding three months so long as the above referred summary procedure is followed by it. This is so because the legislature, while permitting a summary procedure has simultaneously empowered the District Forum, State Commission or the National Commission, to impose sentence upto three years.

32. Since Section 313 of the Cr. P.C., applies to every inquiry or trial, the aforesaid provision, in our opinion, is also required to be followed in the proceedings initiated under Section 27 of the CP Act where the accused pleads not guilty or claims that he has a defence to make. However, if the personal attendance of the accused has been dispensed with, the District Forum, State Commission or the National Commission, as the case may be, can also dispense with the aforesaid examination.



33. After examining the accused in terms of Section 313 of the Cr. P.C., except where such an examination is dispensed with, the District Forum, State Commission or the National Commission, as the case may, is required to take such evidence as the accused may seek to produce in his defence. The accused however, cannot be allowed to lead evidence, which is not strictly relevant to the proceedings initiated against him under Section 27 of the CP Act, and only such evidence can be allowed to be produced by him as would prove a legal defence to the proceedings initiated against him under Section 27 of the CP Act. In order to ensure that the accused does not prolong the trial, which is mandated to be a summary trial, by seeking to produce evidence which may not be relevant to the proceedings initiated against him, the District Forum, State Commission or the National Commission, as the case may be, shall require the accused to file a list of his witnesses, indicating therein, the specific defence he seeks to prove through the witnesses. Wherever, the nature of the evidence so permits the District Forum, State Commission or the National Commission, as the case may be, may also ask the accused to file the affidavit of witness by way of his examination-in-chief instead of bringing him in the witness box. It will always be open to the District Forum, State Commission or the National Commission as the case may be, to disallow all such evidence sought to be produced by the accused as is found to be irrelevant or frivolous or aimed at prolonging the trial, thereby defeating the mandate of the Act, which envisage a summary trial of such offences. The complainant, of course, would be entitled to cross-examine the witness of the accused, including those whose affidavits are filed by him by way of evidence. If the accused decides to enter the witness box, in terms of Section 315 of the Cr. P.C., the complainant shall be entitled to cross-examine such an accused.

34. After recording the substance of the evidence of the complainant, examination of the accused, and defence evidence, if any, the District Forum, State Commission or the National Commission, as the case may be, shall deliver a judgment, which needs to contain only a brief statement of the reasons for the findings recorded by it.

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40. For the reasons stated hereinabove, we answer the reference and related questions as under:

- (1) A company, or a partnership firm, which fails or omits to comply with any order made by a District Forum, State Commission or National Commission, as the case



may be, will be liable to the penalty prescribed in Section 27 of the Consumer Protection Act.

(2) The date on which the order is passed by the District Forum, State Commission or the National Commission, as the case may be shall be deemed to be the date on which the offence under Section 27 of the C.P. Act is committed. The said offence will be deemed to continue till the order passed by the District Forum, the State Commission or the National Commission is complied in all respects.

(3) If the offence, punishable under Section 27 of the Consumer Protection Act is committed by a company, with the consent or connivance or is attributable to any neglect on the part of any Director, Manager, Secretary or other officer of the company such Director, Manager, Secretary or other officer shall also be deemed guilty of that offence, even if he was not incharge of and responsible to the company for conduct of its business, at the time offence was committed.

(4) All the persons who were incharge of and responsible to the company for the conduct of its business at the time the offence under Section 27 of the C.P. Act is committed shall be liable to punishment under the aforesaid Section.

(5) The persons mentioned in Para-25 above shall be deemed to be the persons incharge of and responsible to the company for the conduct of its business.

(6) If a person who was incharge of and responsible to the company for the conduct of its business at the time the offence was committed, proves that the said offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of the offence, he shall not be liable to punishment under Section 27 of the C.P. Act.

(7) A person nominated as Director of the company by virtue of his holding any office or employment in the Government or a Financial Corporation owned or controlled by the Government, shall not be liable for punishment under Section 27 of the CP Act.



(8) The vicarious criminal liability of a Director in a company shall apply to a partner in a firm where the offence under Section 27 of the CP Act is committed by a partnership firm.

(9) The procedure as outlined in paras 29 to 34 hereinabove shall be followed in the proceedings under Section 27 of the CP Act.

(10) Unless permitted by the Hon'ble Supreme Court, the proceedings instituted under Section 27 of the Consumer Protection Act, against Unitech Ltd., and its subsidiary companies of as well as against the persons incharge of and responsible to the company for the conduct of its business shall be kept in abeyance, so long as the orders pertaining to them and mentioned in para 35 hereinabove remain in force.

(11) Unless permitted by the Hon'ble Supreme Court, the proceedings instituted under Section 27 of the C.P. Act, against Pioneer Urban Land & Infrastructure Limited and other applicants in CrI. M.P. No.29029/2018 before the Hon'ble Supreme Court, shall remain stayed so long as the order dated 05.3.2018 is in force."

6.3 The Hon'ble Supreme Court in its judgment dated 12.01.2026 in Civil Appeal Nos.8465-8466 of 2024 cited, considered the issue whether persons who were arrayed as respondents in the consumer complaints, but ultimately against whom no notice was issued and the complaints did not proceed, could be brought within the net of execution on the premise that they were directors/ promoters of the JD company. Extract of the relevant paragraphs of this judgment is reproduced below:

"9. The core controversy lies within a narrow compass. Question that arises is, can persons who were arrayed as respondents in the consumer complaints but ultimately against whom no notice was issued and the complaints did not proceed, could be brought within the net of execution, on the premise that they were directors/promoters of the judgment-debtor company. NCDRC has answered this question in the negative. We are called upon to decide whether such view warrants interference.



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13. It is trite that a decree cannot, by process of execution, be employed to shift or enlarge liability so as to bind persons who were neither parties to the decree nor otherwise legally liable thereunder. Where the judgment debtor is a company, the liability of its shareholders or joint venture partners remains confined to the extent of their shareholding or to such guarantees or undertakings as may have been expressly furnished by them.

14. In the present case, the appellant has neither pleaded nor established that the respondents 2 to 9 had furnished any guarantee or surety in respect of the investment made in the project, nor has any material been placed on record to attract the application of Section 14(3) of the IBC.

15. Once a moratorium has been declared against the judgment debtor company, i.e., ACIPL, the modes of execution contemplated under Section 71 of the Consumer Protection Act, 20196 including attachment and sale of movable or immovable property, attachment of bank accounts, or withdrawal of decretal amounts from the accounts of the judgment debtor, stand interdicted. Execution proceedings cannot, therefore, be permitted to continue indirectly against the respondents 2 to 9, who are neither judgment debtors nor guarantors, and against whom no independent liability under the order allowing the complaints has been established.

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18. It is apposite to note that the invocation of the doctrine of piercing the corporate veil is wholly unwarranted in the present factual matrix. The lifting of the corporate veil is an exceptional measure, to be resorted to only upon a clear finding that the corporate personality was abused for fraudulent or dishonest purposes. Such a finding must be preceded by specific pleadings and a determination on merits. No such allegation of fraud or misuse of the corporate form was either pleaded or established before the adjudicatory forum. In the absence of a prior and reasoned determination justifying disregard of the corporate personality, the directors/promoters cannot be exposed to personal liability through execution.

19. Appellant placed reliance on the order of this Court dated 17th January, 2024. The order reads as follows:

“11. Therefore, we are of the view that only because there is a moratorium under Section 14 of the IBC against the company, it cannot be said that no proceedings can be



initiated against the opposite party Nos. 2 to 9 (the respondent Nos. 2 to 9) for execution, provided that they are otherwise liable to abide by and comply with the order, which is passed against the company. The protection of the moratorium will not be available to the directors/officers of the company.

12. Therefore, we set aside the impugned judgments and orders and remit the execution application to the National Commission. The execution will continue against the opposite party Nos. 2 to 9 (the respondent Nos. 2 to 9) in the execution application.

13. It is open for the opposite party Nos. 2 to 9 (the respondent Nos. 2 to 9) to raise a contention that they are not bound to implement the order sought to be executed. They are entitled to file additional objections along with documents raising the issue of executability as against them.

14. We clarify that the issue whether opposite party Nos. 2 to 9 (the respondent Nos. 2 to 9) to the execution are otherwise liable, will have to be decided by the National Commission in accordance with law."

(emphasis ours)

20. A plain reading of the said order shows that it addressed a limited issue, namely, whether the existence of a moratorium under Section 14 of the IBC, against ACIPL, operated as a bar to the continuation of execution proceedings against its directors/promoters. This Court held that the moratorium, by itself, does not preclude execution proceedings against directors or officers, provided they are otherwise liable.

21. Importantly, the order did not determine or declare any personal liability of the respondents 2 to 9. On the contrary, this Court expressly left it open to them to raise all objections as to executability and clarified that the question whether they are otherwise liable to comply with the order was required to be decided by the NCDRC in accordance with law. The order dated 17th January, 2024, therefore, merely removed the moratorium-related impediment and did not expand the scope of the order or fasten liability upon the directors.

22. Viewed in this light, the impugned order of the NCDRC, which examines the issue of executability against the respondents 2 to 9 on its own merits and declines to proceed against them in the absence of



any legal or factual basis for personal liability, cannot be said to be inconsistent with the order of this Court.

23. Having heard learned counsel for the parties and having perused the record, we are of the considered view that the NCDRC committed no error of law or jurisdiction in declining to execute the order against persons who were admittedly not parties to the complaints. The order binds only ACIPL. Appellant did not challenge the order dated 25th January, 2018 of the NCDRC declining to issue notice to the respondents 2 to 9 and directing it to file amended memo of party with ACIPL as the sole respondent, and cannot now enlarge the order through execution. Hence, in our opinion, the appeals must fail.

24. Consequently, the appeals are dismissed.

25. However, this dismissal will not preclude the appellant from pursuing any remedy available in law against the promoters/directors, including proceedings under the Companies Act, IBC, or civil law, should the statutory requirements therefor be satisfied.”

6.4 The liability of directors/ key managerial personnel of the JD company for penal action under Section 72 was considered at length by this Commission in its order dated 04.02.2026 in **Dinesh Dua vs. Jasmine Buildmart Pvt. Ltd. and Ors.**, EA/473/2023 in CC/246/2017, in the light of the judgment of the Hon'ble Supreme Court dated 12.01.2026 in **Ansal Crown Heights Flat Buyers Association (Regd.) v. M/s Ansal Crown Infrabuild Pvt. Ltd. & Ors.**, (2024) 5 SCC 745. The extract of the relevant paragraphs of the said order dated 04.02.2025 is reproduced below:

12. A careful reading of the judgment dated 12.01.2026 of the Hon'ble Supreme Court cited above shows that if the directors/ key managerial personnel of a company were not parties in the original consumer complaints and/ or there were no specific directions against them in the original decree, they cannot be held personally liable for satisfaction of the decree, which is against the company only. In such a situation, only the company is liable. Hence, action under Section 71 of the Consumer Protection Act, 2019 for enforcement of the decree of the Consumer Commission, which is against the company, will not lie against the directors/ key managerial personnel of such company, and they are not personally liable for execution of such decree. Consequently, their personal assets (movable and immovable) cannot be attached for satisfaction of such decree against the company. However, this judgment does not prohibit action against the directors/



key managerial personnel of the company under Section 72 of the Consumer Protection Act, 2019 (corresponding Section 27 of the Consumer Protection Act, 1986), which are the penal provisions for non-compliance of orders of the Commission by the company, of which they are the directors/ key managerial personnel. The Said Section is reproduced below:

"72. Penalty for non-compliance of order

(1) Whoever fails to comply with any order made by the District Commission or the State Commission or the National Commission, as the case may be, shall be punishable with imprisonment for a term which shall not be less than one month, but which may extend to three years, or with fine, which shall not be less than twenty-five thousand rupees, but which may extend to one lakh rupees, or with both.

(2) Notwithstanding anything contained in the Code of Criminal Procedure, 1973, the District Commission, the State Commission or the National Commission, as the case may be, shall have the power of a Judicial Magistrate of first class for the trial of offences under sub-section (1), and on conferment of such powers, the District Commission or the State Commission or the National Commission, as the case may be, shall be deemed to be a Judicial Magistrate of first class for the purposes of the Code of Criminal Procedure, 1973.

(3) Save as otherwise provided, the offences under sub-section (1) shall be tried summarily by the District Commission or the State Commission or the National Commission, as the case may be."

13. In the context of a company, which is an artificial/ juristic person, for any act of non-compliance on the part of the company, action has obviously to lie against the persons who are in day to day in charge of the affairs of the company i.e. the key managerial personnel like the Managing Director/ CEO/ CFO/ Company Secretary etc., other directors (subject to they being held liable for satisfaction of the decree). This will apply in both situations where (a) the company is not under moratorium (b) where the company is under moratorium, as the Hon'ble Supreme Court clarified in its judgment dated 17.01.2024 in **Ansal Crown Heights Flat Buyers Association (Regd.) vs. M/s. Ansal Crown Infrabuild Pvt. Ltd. & Ors.** (2024) 5 SCC 745. It is made clear that in such a situation, the penal proceedings under



Section 72 for non-compliance of the orders of the Commission by the company, which are taken against its key managerial personnel/ directors, are not in their personal capacity, and their personal assets are not being proceeded with for satisfaction of the decree. If we go by the interpretation taken by the counsel representing the JDs, in a situation of company not complying with the Commission's order, no action under Section 72 can ever be taken against it. Hence, we are in agreement with the contentions of the counsel for the decree holders in the present case and **hold that the recent judgment of the Hon'ble Supreme Court dated 12.01.2026 bars only action under Section 71 of the Consumer Protection Act, 2019 against the directors/ key managerial personnel of the company if they were not arrayed as parties in the original consumer complaint/ decree. It does not bar initiation of action/ continuation of action against such directors/ key managerial personnel under Section 72 of the Consumer Protection Act, 2019 (Corresponding Section 27 of the Consumer Protection Act, 1986), for non-compliance of orders of this Commission by the company of which they are the directors/ key managerial personnel provided they are otherwise held to be liable** (for example, in some cases, keeping in view the circular dated 02.03.2020 of M/o Corporate Affairs, in normal situations independent directors and government nominee directors are not liable unless certain specific conditions are met).

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16. Hence, proceedings under *Bhartiya Nagrik Suraksha Sanhita (BNSS) 2023* (earlier Code of Criminal Procedure (CrPC) 1973) read with Section 72 of Consumer Protection Act, 2019 (Corresponding Section 27 of the Consumer Protection Act, 1986), against Mr. Amulya Kumar Mishra and Mr. Satish Kumar Seth, which have already been initiated by way of issuance of notice against them, will continue. Today, both have pleaded not guilty. The trial will continue on the next date."

6.5 What emerges from the foregoing is that:

6.5.1 If the directors/key managerial personnel of a judgment debtor company, against which there is a decree, were not parties to the original complaint and/or there were no directions against such directors/key managerial personnel, then they cannot be held personally liable for satisfaction of such a decree, and their personal assets cannot be attached for satisfaction of such a decree against the company of which they are the

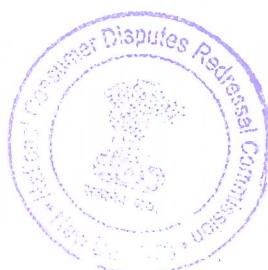


directors/key managerial personnel. Hence, proceedings under Section 71 of the Consumer Protection Act, 2019 cannot be initiated against them for satisfaction of such a decree in which they were not a party/ there were no directions to them. This is keeping in view the judgment of the Hon'ble Supreme Court dated 12.01.2026 in Ansal Crown Heights (supra), and as amplified by this Commission in its order dated 04.02.2026 in Dinesh Dua (supra).

6.5.2 However, such directors/key managerial personnel would remain liable and can be proceeded against for penal action under Section 72 of the Consumer Protection Act, 2019, as such action against them is on account of failure of the judgment debtor company to satisfy the decree/ comply with the orders of the Consumer Commission. Further, such proceedings under Section 72 of the Consumer Protection Act, 2019 can be initiated/ continued irrespective of the fact whether the judgment debtor company is under moratorium or not. This is keeping in view the judgment dated 17.01.2024 of the Hon'ble Supreme Court in Ansal Crown Heights Flat Buyers Association (supra), and as amplified by this Commission in its order dated 23.06.2025 in AE/107/2021, *Mr. Sudheschandra vs. Madad Ali Noor Mohammad Gilani & Anr.*, and this Commission's order dated 04.02.2026 in Dinesh Dua (supra).

6.5.3 The observations in paragraph 6.5.1 and 6.5.2 are in relation to the directors/key managerial personnel of the judgment debtor company against which there is a decree or any other order of this Commission for compliance.

6.5.4 In the present case, the judgment debtor company i.e. M/s Ansal Hi-Tech Township Limited (AHTTL), is not presently under moratorium. Hence, the judgment debtor company itself is liable for satisfaction of the decree and other directions/orders of this Commission passed from time to time in various execution petitions covered under this order and is liable for proceedings under Section 71 of the Consumer Protection Act, 2019. Hence,



the assets of the judgment debtor company can be attached for satisfaction of the decree.

6.5.5 Further, as the judgment debtor company is already in non-compliance of the directions of this Commission, its directors/ key managerial personnel are liable to be proceeded against under Section 72 of the Consumer Protection Act, 2019 unless they establish before the Commission that they are not liable otherwise, as has been held by the Hon'ble Supreme Court in its judgment dated 17.01.2024 in Ansal Crown Heights Flat Buyers Association (supra).

6.5.6 As in the present case, although the judgment debtor company was earlier represented, but has chosen not to appear before this Commission for the last few dates, appropriate steps to secure the attendance of the authorised representative/CEO/other directors/key managerial personnel of the company shall be initiated.

6.5.7. Further, steps will be initiated to obtain the details of the assets of the judgment debtor company (bank account details and details of properties movable as well as immovable etc.). In the meanwhile, there shall be an interim direction to the judgment debtor company not to create any third-party right with respect to any of their assets, whether movable or immovable, or to dispose of/ deal with the same in any manner whatsoever, till further orders of this Commission. Further there shall be an order to freeze all the bank accounts of the judgment debtor company, in which ever bank these exists, till they appear before this Commission and show cause why such freezing of bank accounts and interim order of attachment/ maintenance of status quo of properties should not be made permanent, to the extent these are required for satisfaction of the decree.



6.5.8. The decree holders may take steps to obtain the details of the bank accounts and properties (movable and immovable) of the judgment debtor company and file before this Commission to enable appropriate proceedings as per law.

6.5.9 Further, the Registry shall issue fresh summons to the authorised representatives/CEO/managing director of the company to enter before this Commission on behalf of the company on the next date of hearing. A copy of such notices be sent to the advocate(s) also who have filed vakalatnama on behalf of the judgment debtor company.

6.5.10 As regards proceedings under Section 72 of the Consumer Protection Act, 2019 against the directors/key managerial personnel of the judgment debtor company (AHTTL) is concerned, although some of these directors made appearance on some of the dates in the past, even they have also stopped appearing before the Commission, and on the last date i.e. 21.01.2026, when the orders were reserved, none of the eight directors/key managerial personnel of the judgment debtor company were present. Hence, the Registry shall issue non-bailable arrest warrants against each of these eight directors/key managerial personnel of AHTTL, named below through the SHOs of the concerned police stations, with strict instructions to execute the warrant and produce these persons, whose names are given below, for further appropriate directions:

1. Shivani Saxena - Company Secretary
2. Mohammad Aleem - Director
3. Harpal Yadav - Director
4. Wajid Ali - Director
5. Tasleem Sidiqi - Director
6. Vidyapati Mishra - Director
7. Shriram - Director
8. Banti - Director



6.5.11 The Registry should ensure that the requisite report from the concerned SHOs is received before the next date of hearing, if not, in the meanwhile, reminders should be issued at the level of Registrar to the concerned SHOs to ensure that such reports are received before the next date of hearing.

6.6 Now we come to the important aspect of the present case, i.e., the liability of the parent company (APIL) of the judgment debtor company (AHTTL) for satisfaction of the decree(s) against the judgment debtor company (AHTTL), which is a subsidiary of APIL, and the liability of directors/key managerial personnel of APIL under Section 72 of the Consumer Protection Act, 2019.

6.6.1 As we have already held that, if the directors/key managerial personnel of a judgment debtor company (AHTTL) were not parties in the original consumer complaint and/or there were no directions against them in the decree, they cannot be personally held liable for satisfaction of such a decree. Their personal assets cannot be attached, and no action can lie against them under Section 71 of the Consumer Protection Act, 2019. Hence, on a similar reasoning, the directors/key managerial personnel of a parent company (APIL) of the judgment debtor company (AHTTL), even if it is held that the parent company is liable and the corporate veil between the parent company and the subsidiary company can be lifted/pierced, parent company's directors/key managerial personnel cannot be personally held liable for satisfaction of the decree against the judgment debtor (subsidiary company) and their personal assets cannot be attached, and they cannot be proceeded against under Section 71 of the Consumer Protection Act, 2019.

6.6.2 As regards proceedings against the parent company (APIL) under section under Section 71 of the Consumer Protection Act, 2019 and proceedings against directors/ key managerial personnel of parent company (APIL) under Section 72 of the Consumer Protection Act, 2019, it would depend whether the Commission finds that sufficient grounds have been made by the decree holders for lifting the



corporate veil between the parent company and the judgment debtor company, which is a subsidiary company. This aspect is discussed in the following paragraphs.

6.7 Whether DH(s) in the present cases have been able to make out a case for lifting / piercing the Corporate Veil between the JD Company (AHTTL) and Parent Company (APIL) with a view to make the parent Company (APIL) liable for the satisfaction of decree (s) against the JD Company (AHTTL) and other related orders / directions of this Commission? Whether in the present cases, sufficient grounds exist for lifting / piercing of veil between the JD Company (AHTTL) and Parent Company (APIL)?

6.8. If answers to above question is in the affirmative, whether Director / key managerial personnels of the Parent Company (APIL) are liable for action under provisions of Consumer Protection Act, 2019, if yes, which of the Director / key managerial personnels of APIL are liable and to what extent.

6.9. We have considered in the above issues in the light of the entire facts and circumstances of the case, pleadings of the parties as contained in their reply(ies) /various IAs , documents placed on record by both sides, contentions contained in their written submissions and oral submissions made during the hearings on various dates, duly keeping in view the various judgments of Hon'ble Supreme Court, some of which are given in the succeeding paras

(i) Hon'ble Supreme Court in **State of U.P. Vs. Renusagar Power Co.,** (1988) 4 SCC 59 observed that lifting of veil is permissible, its frontiers are unlimited, it must, however, depend primarily on the realities of the situation. The aim of the legislation is to do justice to all the parties. Extract of relevant paras of this judgment is reproduced below:

65. Mr Justice O. Chinnappa Reddy speaking for this Court in LIC v. Escorts Ltd. [(1986) 1 SCC 264 : AIR 1986 SC 1370 : 1985 Supp (3) SCR 909 : (1986) 59 Com Cas 548] had emphasised that the corporate veil should be lifted where the associated companies are inextricably connected as to be, in reality, part of one concern. It is neither necessary nor desirable



to enumerate the classes of cases where lifting the veil is permissible, since that must necessarily depend on the relevant statutory or other provisions, the object sought to be achieved, the impugned conduct, the involvement of the element of the public interest, the effect on parties who may be affected. After referring to several English and Indian cases, this Court observed that ever since A. Salomon & Co. Ltd. case [1897 AC 22] a company has a legal independent existence distinct from individual members. It has since been held that the corporate veil may be lifted and corporate personality may be looked in. Reference was made to Pennington and Palmer's Company Laws.

66. It is high time to reiterate that in the expanding horizon of modern jurisprudence, lifting of corporate veil is permissible. Its frontiers are unlimited. It must, however, depend primarily on the realities of the situation. The aim of the legislation is to do justice to all the parties. The horizon of the doctrine of lifting of corporate veil is expanding. Here, indubitably, we are of the opinion that it is correct that Renusagar was brought into existence by Hindalco in order to fulfil the condition of industrial licence of Hindalco through production of aluminium. It is also manifest from the facts that the model of the setting up of power station through the agency of Renusagar was adopted by Hindalco to avoid complications in case of take over of the power station by the State or the Electricity Board. As the facts make it abundantly clear that all the steps for establishing and expanding the power station were taken by Hindalco, Renusagar is wholly owned subsidiary of Hindalco and is completely controlled by Hindalco. Even the day-to-day affairs of Renusagar are controlled by Hindalco. Renusagar has at no point of time indicated any independent volition. Whenever felt necessary, the State or the Board have themselves lifted the corporate veil and have treated Renusagar and Hindalco as one concern and the generation in Renusagar as the own source of generation of Hindalco. In the impugned order the profits of Renusagar have been treated as the profits of Hindalco.

67. In the aforesaid view of the matter we are of the opinion that the corporate veil should be lifted and Hindalco and Renusagar be treated as one concern and Renusagar's power plant must be treated as the own source of generation of Hindalco and



should be liable to duty on that basis. In the premises the consumption of such energy by Hindalco will fall under Section 3(1)(c) of the Act. The learned Additional Advocate-General for the State relied on several decisions, some of which have been noted.

68. The veil on corporate personality even though not lifted sometimes, is becoming more and more transparent in modern company jurisprudence. The ghost of Salomon case [1897 AC 22] still visits frequently the hounds of Company Law but the veil has been pierced in many cases. Some of these have been noted by Justice P.B. Mukharji in the New Jurisprudence [Tagore Law Lectures, p. 183]

69. It appears to us, however, that as mentioned the concept of lifting the corporate veil is a changing concept and is of expanding horizons. We think that the appellant was in error in not treating Renusagar's power plant as the power plant of Hindalco and not treating it as the own source of energy. The respondent is liable to duty on the same and on that footing alone; this is evident in view of the principles enunciated and the doctrine now established by way of decision of this Court in Life Insurance Corpn. of India [(1986) 1 SCC 264 : AIR 1986 SC 1370 : 1985 Supp (3) SCR 909 : (1986) 59 Com Cas 548] that in the facts of this case Sections 3(1)(c) and 4(1)(c) of the Act are to be interpreted accordingly. The persons generating and consuming energy were the same and the corporate veil should be lifted. In the facts of this case Hindalco and Renusagar were inextricably linked up together. Renusagar had in reality no separate and independent existence apart from and independent of Hindalco.

(ii) In **Delhi Development Authority v. Skipper Construction Co. (P) Ltd.** [(1996) 4 SCC 622] Hon'ble Supreme Court observed that lifting or piercing the corporate veil can be undertaken to see the real men behind the veil who are involved in defrauding others by correct and illegals means.

Extract of relevant paras of the judgments are reproduced below:



Lifting the corporate veil

24. In *Salomon v. Salomon & Co. Ltd.* [1897 AC 22 : (1895-99) All ER Rep 33] the House of Lords had observed,

“the company is at law a different person altogether from the subscribers ...; and, though it may be that after incorporation the business is precisely the same as it was before, the same persons are managers, and the same hands receive the profits, the company is not in law the agent of the subscribers or trustee for them. Nor are the subscribers as members liable, in any shape or form, except to the extent and in the manner provided by that Act.”

Since then, however, the courts have come to recognise several exceptions to the said rule. While it is not necessary to refer to all of them, the one relevant to us is *“when the corporate personality is being blatantly used as a cloak for fraud or improper conduct”*. [Gower: *Modern Company Law* — 4th Edn. (1979) at p. 137.] Pennington (*Company Law* — 5th Edn. 1985 at p. 53) also states that *“where the protection of public interests is of paramount importance or where the company has been formed to evade obligations imposed by the law”*, the court will disregard the corporate veil. A Professor of Law, S. Ottolenghi in his article *“From peeping behind the Corporate Veil, to ignoring it completely”* says

“the concept of ‘piercing the veil’ in the United States is much more developed than in the UK. The motto, which was laid down by Sanborn, J. and cited since then as the law, is that ‘when the notion of legal entity is used to defeat public convenience, justify wrong, protect fraud, or defend crime, the law will regard the corporation as an association of persons’. The same can be seen in various European jurisdictions.”

[(1990) 53 *Modern Law Review* 338]

Indeed, as far back as 1912, another American Professor L. Maurice Wormser examined the American decisions on the subject in a brilliantly written article *“Piercing the veil of corporate entity”* [published in (1912) XII *Columbia Law Review* 496] and summarised their central holding in the following words:

“The various classes of cases where the concept of corporate entity should be ignored and the veil drawn aside have now been briefly reviewed. What general rule, if any, can be laid down? The



nearest approximation to generalisation which the present state of the authorities would warrant is this: When the conception of corporate entity is employed to defraud creditors, to evade an existing obligation, to circumvent a statute, to achieve or perpetuate monopoly, or to protect knavery or crime, the courts will draw aside the web of entity, will regard the corporate company as an association of live, up-and-doing, men and women shareholders, and will do justice between real persons."

25. In *Palmer's Company Law*, this topic is discussed in Part II of Vol. I. Several situations where the court will disregard the corporate veil are set out. It would be sufficient for our purposes to quote the eighth exception. It runs:

"The courts have further shown themselves willing to 'lifting the veil' where the device of incorporation is used for some illegal or improper purpose.... Where a vendor of land sought to avoid the action for specific performance by transferring the land in breach of contract to a company he had formed for the purpose, the court treated the company as a mere 'sham' and made an order for specific performance against both the vendor and the company."

Similar views have been expressed by all the commentators on the *Company Law* which we do not think necessary to refer to.

26. The law as stated by *Palmer and Gower* has been approved by this Court in *TELCO v. State of Bihar* [(1964) 6 SCR 885 : AIR 1965 SC 40 : 34 Comp Cas 458]. The following passage from the decision is apposite:

"... *Gower* has classified seven categories of cases where the veil of a corporate body has been lifted. But, it would not be possible to evolve a rational, consistent and inflexible principle which can be invoked in determining the question as to whether the veil of the corporation should be lifted or not. Broadly stated, where fraud is intended to be prevented, or trading with an enemy is sought to be defeated, the veil of a corporation is lifted by judicial decisions and the shareholders are held to be the persons who actually work for the corporation."

27. In *DHN Food Distributors Ltd. v. London Borough of Tower Hamlets* [(1976) 3 All ER 462 : (1976) 1 WLR 852] the court of appeal dealt with a group of companies. Lord Denning quoted with approval the statement in *Gower's Company Law* that

"there is evidence of a general tendency to ignore the separate legal entities of various companies within a group, and to look instead at the economic entity of the whole group".



The learned Master of Rolls observed that "this group is virtually the same as a partnership in which all the three companies are partners". He called it a case of "three in one" — and, alternatively, as "one in three".

28. The concept of corporate entity was evolved to encourage and promote trade and commerce but not to commit illegalities or to defraud people. Where, therefore, the corporate character is employed for the purpose of committing illegality or for defrauding others, the court would ignore the corporate character and will look at the reality behind the corporate veil so as to enable it to pass appropriate orders to do justice between the parties concerned. The fact that Tejwant Singh and members of his family have created several corporate bodies does not prevent this Court from treating all of them as one entity belonging to and controlled by Tejwant Singh and family if it is found that these corporate bodies are merely cloaks behind which lurks Tejwant Singh and/or members of his family and that the device of incorporation was really a ploy adopted for committing illegalities and/or to defraud people.

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37. Before parting with this case, we feel impelled to make a few observations. What happened in this case is illustrative of what is happening in our country on a fairly wide scale in diverse forms. Some persons in the upper strata (which means the rich and the influential class of the society) have made the "property career" the sole aim of their life. The means have become irrelevant — in a land where its greatest son born in this century said "means are more important than the ends". A sense of bravado prevails; everything can be managed; every authority and every institution can be managed. All it takes is to 'tackle' or 'manage' it in an appropriate manner. They have developed an utter disregard for law — nay, a contempt for it; the feeling that law is meant for lesser mortals and not for them. The courts in the country have been trying to combat this trend, with some success as the recent events show. But how many matters can we handle. How many more of such matters are still there? The real question is how to swing the polity into action, a polity which has become indolent and soft in its vitals? Can the courts alone do it? Even so, to what extent, in the prevailing state of affairs? Not that we wish to launch upon a diatribe against anyone in particular but Judges of this Court are also permitted, we presume, to ask in anguish, "what have we made of our country in less than fifty years"? Where has the respect and regard for law gone? And who is responsible for it?



(iii) In **Sunil Bharti Mittal v. Central Bureau of Investigation** (2015) 4 SCC 609 Hon'ble Supreme Court observed as under:

42. No doubt, a corporate entity is an artificial person which acts through its officers, Directors, Managing Director, Chairman, etc. If such a company commits an offence involving mens rea, it would normally be the intent and action of that individual who would act on behalf of the company. It would be more so, when the criminal act is that of conspiracy. However, at the same time, it is the cardinal principle of criminal jurisprudence that there is no vicarious liability unless the statute specifically provides so.

43. Thus, an individual who has perpetrated the commission of an offence on behalf of a company can be made an accused, along with the company, if there is sufficient evidence of his active role coupled with criminal intent. Second situation in which he can be implicated is in those cases where the statutory regime itself attracts the doctrine of vicarious liability, by specifically incorporating such a provision.

44. When the company is the offender, vicarious liability of the Directors cannot be imputed automatically, in the absence of any statutory provision to this effect. One such example is Section 141 of the Negotiable Instruments Act, 1881. In *Aneeta Hada [Aneeta Hada v. Godfather Travels & Tours (P) Ltd., (2012) 5 SCC 661 : (2012) 3 SCC (Civ) 350 : (2012) 3 SCC (Cri) 241]*, the Court noted that if a group of persons that guide the business of the company have the criminal intent, that would be imputed to the body corporate and it is in this backdrop, Section 141 of the Negotiable Instruments Act has to be understood. Such a position is, therefore, because of statutory intendment making it a deeming fiction. Here also, the principle of "alter ego", was applied only in one direction, namely, where a group of persons that guide the business had criminal intent, that is to be imputed to the body corporate and not the vice versa. Otherwise, there has to be a specific act attributed to the Director or any other person allegedly in control and management of the company, to the effect that such a person was responsible for the acts committed by or on behalf of the company.



(iv In **Life Insurance Corporation of India v. Escorts Ltd. & Ors.**, (1986) 1 SCC 264. Hon'ble Supreme Court observed as under :

90. It was submitted that the thirteen Caparo companies were thirteen companies in name only; they were but one and that one was an individual, Mr Swraj Paul. One had only to pierce the corporate veil to discover Mr Swraj Paul lurking behind. It was submitted that thirteen applications were made on behalf of thirteen companies in order to circumvent the scheme which prescribed a ceiling of one per cent on behalf of each non-resident of Indian nationality or origin, or each company 60 per cent of whose shares were owned by non-residents of Indian nationality/origin. Our attention was drawn to the picturesque pronouncement of Lord Denning M.R. in *Wallersteiner v. Moir* [(1974) 3 All ER 217] and the decisions of this Court in *Tata Engineering and Locomotive Co. Ltd. v. State of Bihar* [AIR 1965 SC 40 : (1964) 6 SCR 885] , *CIT v. Sri Meenakshi Mills Ltd.* [AIR 1967 SC 819 : (1967) 1 SCR 934 : (1967) 63 ITR 609] and *Workmen v. Associated Rubber Industry Ltd.* [(1985) 4 SCC 114] — While it is firmly established ever since *Salomon v. A. Salomon & Co. Ltd.* [1897 AC 22] was decided that a company has an independent and legal personality distinct from the individuals who are its members, it has since been held that the corporate veil may be lifted, the corporate personality may be ignored and the individual members recognised for who they are in certain exceptional circumstances Pennington in his *Company Law* (4th Edn.) states:

"Four inroads have been made by the law on the principle of the separate legal personality of companies. By far the most extensive of these has been made by legislation imposing taxation. The government, naturally enough, does not willingly suffer schemes for the avoidance of taxation which depend for their success on the employment of the principle of separate legal personality, and in fact legislation has gone so far that in certain circumstances taxation can be heavier if companies are employed by the taxpayer in an attempt to minimise his tax liability than if he uses other means to give effect to his wishes. Taxation of companies is a complex subject, and is outside the scope of this book. The reader who wishes to pursue the subject is referred to the many standard text books on corporation tax, income tax, capital gains tax and capital transfer tax.

The other inroads on the principle of separate corporate personality have been made by two sections of the Companies Act, 1948, by judicial disregard of the principle where the protection of public interests is of paramount importance, or where the company has been formed to evade obligations imposed by the law, and by the courts implying in certain cases that a company is an agent or trustee for its members."



In Palmer's Company Law (23rd Edn.), the present position in England is stated and the occasions when the corporate veil may be lifted have been enumerated and classified into fourteen categories. Similarly in Gower's Company Law (4th Edn.), a chapter is devoted to 'lifting the veil' and the various occasions when that may be done are discussed. In Tata Engineering and Locomotive Co. Ltd. [AIR 1965 SC 40 : (1964) 6 SCR 885] the company wanted the corporate veil to be lifted so as to sustain the maintainability of the petition, filed by the company under Article 32 of the Constitution, by treating it as one filed by the shareholders of the company. The request of the company was turned down on the ground that it was not possible to treat the company as a citizen for the purposes of Article 19. In CIT v. Sri Meenakshi Mills Ltd. [AIR 1967 SC 819 : (1967) 1 SCR 934 : (1967) 63 ITR 609] the corporate veil was lifted and evasion of income tax prevented by paying regard to the economic realities behind the legal facade. In Workmen v. Associated Rubber Industry Ltd. [(1985) 4 SCC 114] resort was had to the principle of lifting the veil to prevent devices to avoid welfare legislation. It was emphasised that regard must be had to substance and not the form of a transaction. Generally and broadly speaking, we may say that the corporate veil may be lifted where a statute itself contemplates lifting the veil, or fraud or improper conduct is intended to be prevented, or a taxing statute or a beneficent statute is sought to be evaded or where associated companies are inextricably connected as to be, in reality, part of one concern. It is neither necessary nor desirable to enumerate the classes of cases where lifting the veil is permissible, since that must necessarily depend on the relevant statutory or other provisions, the object sought to be achieved, the impugned conduct, the involvement of the element of the public interest, the effect on parties who may be affected etc.

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95. A company is, in some respects, an institution like a State functioning under its "basic Constitution" consisting of the Companies Act and the Memorandum of Association. Carrying the analogy of constitutional law a little further, Gower describes "the members in general meeting" and the directorate as the two primary organs of a company and compares them with the legislative and the executive organs of a Parliamentary democracy where legislative sovereignty rests with Parliament, while administration is left to the Executive Government, subject to a measure of control by Parliament through its power to force a change of government. Like the government, the Directors will be answerable to the "Parliament" constituted by the general meeting. But in practice (again like the government), they will exercise as much control over the Parliament as that exercises over them. Although it would be constitutionally possible for the company in general meeting to exercise all the powers of the company, it clearly



would not be practicable (except in the case of one or two-man companies) for day-to-day administration to be undertaken by such a cumbersome piece of machinery. So the modern practice is to confer on the Directors the right to exercise all the company's powers except such as the general law expressly provides must be exercised in general meeting. [Gower's Principles of Modern Company Law] Of course, powers which are strictly legislative are not affected by the conferment of powers on the Directors as Section 31 of the Companies Act provides that an alteration of an article would require a special resolution of the company in general meeting. But a perusal of the provisions of the Companies Act itself makes it clear that in many ways the position of the directorate vis-a-vis the company is more powerful than that of the government vis-a-vis the Parliament. The strict theory of Parliamentary sovereignty would not apply by analogy to a company since under the Companies Act, there are many powers exercisable by the Directors with which the members in general meeting cannot interfere. The most they can do is to dismiss the Directorate and appoint others in their place, or alter the articles so as to restrict the powers of the Directors for the future. Gower himself recognises that the analogy of the legislature and the executive in relation to the members in general meeting and the Directors of a company is an over-simplification and states "to some extent a more exact analogy would be the division of powers between the Federal and the State Legislature under a Federal Constitution." As already noticed, the only effective way the members in general meeting can exercise their control over the directorate in a democratic manner is to alter the articles so as to restrict the powers of the Directors for the future or to dismiss the directorate and appoint others in their place. The holders of the majority of the stock of a corporation have the power to appoint, by election, Directors of their choice and the power to regulate them by a resolution for their removal. And, an injunction cannot be granted to restrain the holding of a general meeting to remove a Director and appoint another.

(v) In **Balwant Rai Saluja & Anr. v. Air India Ltd. & Ors.** (2014) 9 SCC 407, Hon'ble Supreme Court observed :

69. *Vodafone case* [Vodafone International Holdings BV v. Union of India, (2012) 6 SCC 613 : (2012) 3 SCC (Civ) 867] further made reference to a decision of the US Supreme Court in *United States v. Bestfoods* [141 L Ed 2d 43 : 524 US 51 (1998)] . In that case, the US Supreme Court explained that as a general principle of corporate law a parent corporation is not liable for the acts of its subsidiary. The US Supreme Court went on to explain that corporate veil can be pierced and the parent company can be held



liable for the conduct of its subsidiary, only if it is shown that the corporal form is misused to accomplish certain wrongful purposes, and further that the parent company is directly a participant in the wrong complained of. Mere ownership, parental control, management, etc. of a subsidiary was held not to be sufficient to pierce the status of their relationship and, to hold parent company liable.

70. The doctrine of "piercing the corporate veil" stands as an exception to the principle that a company is a legal entity separate and distinct from its shareholders with its own legal rights and obligations. It seeks to disregard the separate personality of the company and attribute the acts of the company to those who are allegedly in direct control of its operation. The starting point of this doctrine was discussed in the celebrated case of *Salomon v. Salomon & Co. Ltd.* [1897 AC 22 : (1895-99) All ER Rep 33 (HL)] Lord Halsbury LC, negating the applicability of this doctrine to the facts of the case, stated that: (AC pp. 30 & 31)

"[a company] must be treated like any other independent person with its rights and liabilities [legally] appropriate to itself ... whatever may have been the ideas or schemes of those who brought it into existence."

Most of the cases subsequent to *Salomon* case [1897 AC 22 : (1895-99) All ER Rep 33 (HL)] , attributed the doctrine of piercing the veil to the fact that the company was a "sham" or a "façade". However, there was yet to be any clarity on applicability of the said doctrine.

71. In recent times, the law has been crystallised around the six principles formulated by Munby, J. in *Ben Hashem v. Ali Shayif* [*Ben Hashem v. Ali Shayif*, 2008 EWHC 2380 (Fam)] . The six principles, as found at paras 159-64 of the case are as follows:

- (i) Ownership and control of a company were not enough to justify piercing the corporate veil;
- (ii) The court cannot pierce the corporate veil, even in the absence of third-party interests in the company, merely because it is thought to be necessary in the interests of justice;
- (iii) The corporate veil can be pierced only if there is some impropriety;
- (iv) The impropriety in question must be linked to the use of the company structure to avoid or conceal liability;
- (v) To justify piercing the corporate veil, there must be both control of the company by the wrongdoer(s) and impropriety, that is use or misuse of the company by them as a device or facade to conceal their wrongdoing; and



(vi) The company may be a "façade" even though it was not originally incorporated with any deceptive intent, provided that it is being used for the purpose of deception at the time of the relevant transactions. The court would, however, pierce the corporate veil only so far as it was necessary in order to provide a remedy for the particular wrong which those controlling the company had done.

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73. The position of law regarding this principle in India has been enumerated in various decisions. A Constitution Bench of this Court in *LIC v. Escorts Ltd.* [(1986) 1 SCC 264], while discussing the doctrine of corporate veil, held that: (SCC pp. 335-36, para 90)

"90. ... Generally and broadly speaking, we may say that the corporate veil may be lifted where a statute itself contemplates lifting the veil, or fraud or improper conduct is intended to be prevented, or a taxing statute or a beneficent statute is sought to be evaded or where associated companies are inextricably connected as to be, in reality, part of one concern. It is neither necessary nor desirable to enumerate the classes of cases where lifting the veil is permissible, since that must necessarily depend on the relevant statutory or other provisions, the object sought to be achieved, the impugned conduct, the involvement of the element of the public interest, the effect on parties who may be affected, etc."

74. Thus, on relying upon the aforesaid decisions, the doctrine of piercing the veil allows the court to disregard the separate legal personality of a company and impose liability upon the persons exercising real control over the said company. However, this principle has been and should be applied in a restrictive manner, that is, only in scenarios wherein it is evident that the company was a mere camouflage or sham deliberately created by the persons exercising control over the said company for the purpose of avoiding liability. The intent of piercing the veil must be such that would seek to remedy a wrong done by the persons controlling the company. The application would thus depend upon the peculiar facts and circumstances of each case.

(vi) In **Vodafone International Holdings B.V. v. Union of India** (2012) 6 SCC 613, it was observed by the Hon'ble Supreme Court as under :

A. Lifting the veil — Tax laws

277. Lifting the corporate veil doctrine is readily applied in the cases coming within the company law, law of contract, law of taxation.



Once the transaction is shown to be fraudulent, sham, circuitous or a device designed to defeat the interests of the shareholders, investors, parties to the contract and also for tax evasion, the court can always lift the corporate veil and examine the substance of the transaction.

278. This Court in *CIT v. Sri Meenakshi Mills Ltd.* [AIR 1967 SC 819] held that the court is entitled to lift the veil of the corporate entity and pay regard to the economic realities behind the legal facade meaning that the court has the power to disregard the corporate entity if it is used for tax evasion. In *LIC v. Escorts Ltd.* [(1986) 1 SCC 264] this Court held that: (SCC p. 336, para 90)

90. ... the corporate veil may be lifted where a statute itself contemplates lifting [of] the veil, or fraud or improper conduct is intended to be prevented, or a taxing statute or a [beneficial] statute is sought to be evaded or where associated companies are inextricably connected as to be, in reality, part of one concern.

279. Lifting the corporate veil doctrine was also applied in *Juggilal Kamlapat v. CIT* [AIR 1969 SC 932 : (1969) 1 SCR 988], wherein this Court noticed that the assessee firm sought to avoid tax on the amount of compensation received for the loss of office by claiming that it was capital gain and it was found that the termination of the contract of managing agency was a collusive transaction. The Court held that it was a collusive device, practised by the managed company and the assessee firm for the purpose of evading income tax, both at the hands of the payer and the payee.

280. Lifting the corporate veil doctrine can, therefore, be applied in tax matters even in the absence of any statutory authorisation to that effect. The principle is also being applied in cases of holding company-subsidiary relationship, where in spite of being separate legal personalities, if the facts reveal that they indulge in dubious methods for tax evasion.

(vii) In **Iridium India Telecom Limited Vs. Motorola Incorporated and Others (2011)1 SCC 74**, Hon'ble Supreme Court observed as under :

64. So far as India is concerned, the legal position has been clearly stated by the Constitution Bench judgment of this Court in *Standard Chartered Bank v. Directorate of Enforcement* [(2005) 4 SCC 530 : 2005 SCC (Cri) 961]. On a detailed consideration of the entire body of case laws in this country as well as other jurisdictions, it has been observed as follows: (SCC p. 541, para 6)

"6. There is no dispute that a company is liable to be prosecuted and punished for criminal offences. Although there are



earlier authorities to the effect that corporations cannot commit a crime, the generally accepted modern rule is that except for such crimes as a corporation is held incapable of committing by reason of the fact that they involve personal malicious intent, a corporation may be subject to indictment or other criminal process, although the criminal act is committed through its agents."

65. This Court also rejected the submission that a company could avoid criminal prosecution in cases where custodial sentence is mandatory. Upon examination of the entire issue, it is observed as follows: (Standard Chartered Bank case [(2005) 4 SCC 530 : 2005 SCC (Cri) 961] , SCC pp. 548-50, paras 27-28 & 30-32)

"27. In the case of Penal Code offences, for example under Section 420 of the Penal Code, for cheating and dishonestly inducing delivery of property, the punishment prescribed is imprisonment of either description for a term which may extend to seven years and shall also be liable to fine; and for the offence under Section 417, that is, simple cheating, the punishment prescribed is imprisonment of either description for a term which may extend to one year or with fine or with both. If the appellants' plea is accepted then for the offence under Section 417 IPC, which is an offence of minor nature, a company could be prosecuted and punished with fine whereas for the offence under Section 420, which is an aggravated form of cheating by which the victim is dishonestly induced to deliver property, the company cannot be prosecuted as there is a mandatory sentence of imprisonment.

28. So also there are several other offences in the Penal Code which describe offences of serious nature whereunder a corporate body also may be found guilty, and the punishment prescribed is mandatory custodial sentence. There are a series of other offences under various statutes where the accused are also liable to be punished with custodial sentence and fine.

66. These observations leave no manner of doubt that a company/corporation cannot escape liability for a criminal offence merely because the punishment prescribed is that of imprisonment and fine. We are of the considered opinion that in view of the aforesaid judgment of this Court, the conclusion reached by the High Court that the respondent could not have the necessary mens rea is clearly erroneous.



(vii) In **Anita Handa Vs. Godfather Travels and Tours Pvt. Ltd. and Connected matters – (2012) 5 SCC 661**, it is observed by the Hon'ble Supreme Court as under

24. Section 141 uses the term "person" and refers it to a company. There is no trace of doubt that the company is a juristic person. The concept of corporate criminal liability is attracted to a corporation and company and it is so luminescent from the language employed under Section 141 of the Act. It is apposite to note that the present enactment is one where the company itself and certain categories of officers in certain circumstances are deemed to be guilty of the offence.

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29. In this regard, it is profitable to refer to the decision in Iridium India Telecom Ltd. v. Motorola Inc. [(2011) 1 SCC 74 : (2010) 3 SCC (Cri) 1201] wherein it has been held that in all jurisdictions across the world governed by the rule of law, companies and corporate houses can no longer claim immunity from criminal prosecution on the ground that they are not capable of possessing the necessary mens rea for commission of criminal offences. It has been observed that the legal position in England and the United States has now been crystallised to leave no manner of doubt that the corporation would be liable for crimes of intent.

X X X X X

38. From the aforesaid pronouncements, the principle that can be culled out is that it is the bounden duty of the court to ascertain for what purpose the legal fiction has been created. It is also the duty of the court to imagine the fiction with all real consequences and instances unless prohibited from doing so. That apart, the use of the term "deemed" has to be read in its context and further, the fullest logical purpose and import are to be understood. It is because in modern legislation, the term "deemed" has been used for manifold purposes. The object of the legislature has to be kept in mind.

6.10. No doubt a company is a separate legal entity under the Companies Act, 2013 and in normal circumstances parent Company and its subsidiary(ies) act independently and are governed by its own Board of Directors and a parent



Company generally cannot be held responsible for the acts of omission or Commission of its subsidiary company(ies). Further, the executing court cannot go beyond the decree and execute the decree against those who were not party(ies) to such a decree and / or against whom there were no directions in such a decree. Hence, in normal situation, parent Company of a subsidiary company cannot be liable for execution of a decree against its subsidiary(ies) (and vice versa). However, the doctrine of '**lifting / piercing of the Corporate Veil**' is a key exception to the generally accepted principle of separate legal entity. The concept of Company as a separate legal entity was evolved to encourage and permit trade and commerce / business activity. However, wherever such Corporate character is used for committing any illegality or for defrauding others, such corporate veil can be lifted. If it is established that a subsidiary company is a mere façade to evade liability or defraud consumers and parent company is used as a shield to avoid compliance, corporate veil between the parent company and subsidiary company can be lifted. Further, such corporate veil can be lifted in public interest or where statute provides for it or where multiple companies operate as one economic unit. However, parent company cannot be held liable for the acts of its subsidiary (ies) merely on the grounds of parent company holding majority of shares of such subsidiary(ies) or common directorship. In execution proceedings, liability of a parent company and / or its directors / and key managerial personnels for the acts of omission or commission of its subsidiary(ies) can arise only in exceptional cases involving fraud or statutory non-compliance(s) as misuse of corporate entity structure to defraud consumers or if the two companies are inextricably connected.

6.11 What emerges from the perusal of various judgments, which have been discussed in para 6.9 is that Execution proceedings cannot travel beyond the decree and cannot be used to fasten liability on persons who were not parties to original proceedings. Further mere existence of a holding-subsidary relationship does not justify lifting the veil. The veil between the parent company and subsidiary company cannot be lifted merely on the ground of shareholding or common



directorship. However, such corporate veil can be lifted if corporate structure is used as a cloak for fraud or improper conduct or where the two companies are inextricably connected or where there is abuse of process or where closely connected companies may, in reality, constitute a single economic entity. Therefore, where the subsidiary is merely a façade, the corporate veil can be lifted to identify the real persons responsible. Doctrine of corporate character and separate legal entity cannot be permitted to become a vehicle of injustice.

Section 72 of Consumer Protection Act, 2019 envisage penalty for non compliance of orders of the Consumer Commission(s) against anybody who fails to comply with such orders. If such non compliance is by a Company, such action for non compliance under section 72 will lie against the persons incharge and responsible for conducting business of the Company. If directors / key managerial personnels of a parent company actually control the affairs of its subsidiary, they can also be proceeded against under section 72 of the Consumer Protection Act if they fail to comply with the orders of this Commission.

6.12. Analysis of various documents relied by the DH(s), which have been filed vide IA No. 679 of 2026 and which have been referred to in their submissions in para 5 of this order.

6.12.1. Share Purchase Agreement dated 27.05.2023

- (i) The agreement has been executed between the APIL, SEML, NOPL and DTL and who have collectively referred to as the **Seller**, Sarvottam Industrial Real Estate Pvt. Ltd. (SIREL) and, SRI, SHT, VSS, BE and 5 other individuals (these 10 entities and individuals having been referred to as **Purchasers**, **AHTTL (the Judgment Debtor Company)** which has been referred to as '**Company**' and **Uttam Steel and Associates (USA)**, which has been referred to as '**Confirming Party**'



(ii) **As per recitals in this agreement**

(a) Authorised capital of the Company (i.e. AHTTL) is Rs.100 crore, comprising of 10 crore equity shares and the paid up capital Rs.60, crores comprising of 6 crores equity shares. *The sellers collectively are the legal and beneficial owners of 5,94,85,000/- issued and paid up share capital of Company (AHTTL). As per schedule I of this Agreement, before the closing, APIL held 3.45% of AHTTL's shares and APIL jointly with SEML, UGSL and NOL i.e. the consortium, held 85.75% of AHTTL's shares, DTL hold balance 10.80% of shares.*

(iii) The sellers entered into a MOU on 12.10.2004 (**consortium MOU**),and formed a consortium for purpose of collectively carrying out real estate activities. Consortium MOU was subsequently amended and supplemented by another MOU dated 18.11.2004 (**substituted MOU**), wherein the consortium name was decided as '**Uttam Steel and Associates (consortium) for development of Hi-Tech Township Project (Project) over a piece and parcel of land measuring 1660 acres (Project land) in Tehsil Dadri, District Gautam Budh Nagar.**

(iv) In furtherance of the consortium MOU, Ansal Hi Tech Townships Ltd (i.e. the JD Company AHTTL) was incorporated as an SPV on 06.11.2006, formed solely with the objective of implementing the **Project**. The said project was awarded by Govt. of U.P. to the consortium pursuant to which GDA entered into an MOU dated 13.12.2006 with the consortium for the development of the project. Subsequently Bulandshar Development Authority was designated to oversee the development and execution of the Project. Therefore, consortium entered into a supplementary MOU with Bulandshar on 30.11.2016.

(v) **The Company (AHTTL) is in the process of developing the Project over project land.**



- (vi) Out of the total DPR approved licenced area, Company (AHTTL) had purchased 680 acres (acquired land) and is yet to acquire the balance 980 acres (balance land).
- (vii) The Company (AHTTL) owns and is in the possession of the acquired land in its name and through its 52 subsidiaries (wholly owned).
- (viii) Assets in the said agreement have been defined to mean all assets of the company (AHTTL)and business to mean business of Company (AHTTL)

(ix) Control has been defined as follows :

'Control' (including with correlative meaning, the terms **Controls, Controlling, Controlled by and under Control with**) means the power and ability to direct the management and policies or control the composition of the majority of the board of directors of the controlled enterprise through ownership of voting shares of the controlled enterprise or by contract or otherwise, provided that ownership of more than 24% (twenty four percent) of the voting rights or equity securities in an entity shall be deemed to be Control over such entity;

x. '**Sale Shares**' have been defined as

'Sale Shares' means 5,94,85,000 (Five Crore Ninety Four Lakh Eighty Five Thousand) Equity Shares amounting to approximately 99% (Ninety Nine per cent) of the paid-up share capital of the Company on a Full Diluted Basis (inclusive of all legal, beneficial and economic interest therein.

(xi) **3. OUTSTANDING TRADE PAYABLES AND DALMIA DISPUTE.**

3.1. The Sellers have represented to the Purchasers that the Company has outstanding trade payable(s) from Ansal Properties and Infrastructure Limited ('APIL') and its group companies in the amount of approximately Rs.550,00,000/- (Indian Rupees Five Hundred and Fifty Crore only) which is



outstanding as on the Execution Date (hereinafter referred to as '**Outstanding Trade Payables**').

3.2. The Sellers have agreed to settle the Outstanding Trade Payables at Rs.195,00,000/- (Indian Rupees One Hundred and Ninety Five Crore only) (hereinafter referred to as '**Settlement Amount**'

(xii) 4. **CONSIDERATION** has been defined as:

4.1. The total Sale Consideration for the Acquisition Transaction is Rs. 1,00,00,000/(Indian Rupees One Crore only) (hereinafter referred to as the "Sale Consideration"). The Purchasers have already paid the Sale Consideration at the time of signing of the Term Sheet i.e., on 05.05.2023, in the following manner, the receipt of which has been duly acknowledged by the Sellers in the Term Sheet:

4.1.1. Ansal Properties and Infrastructure Limited - INR 1,00,00,000 vide cheque no. 000087 dated 05.05.2023 drawn on ICICI Bank.

4.2. The Purchasers acknowledge that an amount of INR 13,28,00,000 (Rupees Thirteen & Crore Twenty-Eight Lakh) along with interest, if any, is payable by the Company to the Bulandshahar Development Authority. In addition to the Sale Consideration, the Purchaser has further agreed to pay an amount of Rs. 5,00,00,000/- (Indian Rupees Five Crore only) to the Bulandshahar Development Authority within 15 days of the Execution Date.

(xiii) 6. **TRANSFER OF MANAGEMENT AND OPERATIONAL CONTROL**

6.1. Immediately upon execution of this Agreement, the management and operational control of the Company shall stand transferred from the Sellers to the Purchaser.

For the purpose of achieving such transfer of management and operational control in favour of the Purchaser, on the Execution Date, the Parties shall undertake all actions as listed out in Para A of SCHEDULE II of this Agreement, including but not limited to the following:

6.1.1. The Sellers shall ensure that the board of the Company is reconstituted to appoint the representatives of the Purchaser as the new directors on the board and the directors appointed by the Sellers shall retire from the board immediately.



6.12. The Company shall hold a meeting of the board of directors wherein the board of directors shall pass resolutions substantially in the form acceptable to the Purchaser for appointment of nominee directors of the Purchaser as well as other key managerial personnel nominated by the Purchaser; and (c) acceptance of the resignation of all other directors of the Company.

(xiv) 9. **INDEMNIFICATION**

9.1. The Company and Each of the Sellers (hereinafter referred to as the 'Indemnifying Party') hereby agree to jointly and severally indemnify and agree to defend and to defend and keep the Purchasers ('Indemnified Party') indemnified and saved harmless from

9.2. The Company and the Sellers (hereinafter referred to as the 'Indemnified Party') hereby agree to jointly and severally indemnify and agree to defend and to keep the Purchasers ('Indemnified Party') indemnified and saved harmless from and

xv. On behalf of AHTTL, the said agreement has been signed by one Pramod Kumar, Director / Authorised Signatory.

xv. Name and designation of person who signed the agreement on behalf of APIL is not clear, however, it is seen that the same person has signed a letter dated 26.06.2023 on behalf of AHTTL on the letter head of APIL addressed to Principal District and Sessions Judge, intimating about the agreement. The said letter is reproduced below :



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SUSHANT MEGAPOLIS
GREEN HI-TECH TOWNSHIP - ADJOINING GREATER NOIDA

To,
The Office of the Principal District & Sessions Judge,
Patiala House Courts, New Delhi District,
New Delhi-110001,

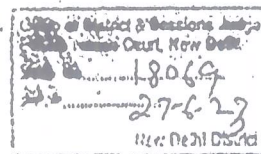
Dated: - 26.06.2023

Sub: - Intimation regarding the entering of Shareholders' and other Agreements for the transfer of all assets and liabilities of the Project 'Sushant Megapolis' at Dadri, Gautam Budh Nagar, Uttar Pradesh owned by M/s Ansal Hi-Tech Township Limited and its subsidiaries from Ansal Group to M/s Sarvottam Industrial Real Estates Private Limited and its associates having their office at Plot No. 22, Sector 3, Maharaja Agarsain Marg, Vasundhara Ghaziabad, Uttar Pradesh 201012

Dear Sir/Madam,

This is with reference to the captioned matter, kindly note that M/s Ansal Hi-Tech Townships Limited and its shareholders have signed the Shareholders' Agreement and other Agreements (hereinafter referred to as "Agreements") dated 27th May 2023 for the transfer of all assets and liabilities of 'Sushant Megapolis' Project at Dadri, Gautam Budh Nagar, Uttar Pradesh ("Project") owned by M/s Ansal Hi-Tech Township Limited and its subsidiaries (Company) from Ansal Group (including current shareholders of the Company) to M/s Sarvottam Industrial Real Estates Private Limited and its associates having their office at Plot No. 22, Sector 3, Maharaja Agarsain Marg, Vasundhara Ghaziabad, Uttar Pradesh 201012, as per the terms and conditions mentioned in the said Agreements.

Also, kindly note as per the Agreements, it has been mutually agreed and accepted by the aforesaid parties that upon the execution of the Agreements, the Management and the Operational control of the Company shall stand transferred from the Ansal Group (including current shareholders of the Company) to M/s Sarvottam Industrial Real Estates Private Limited and its associates have their office at Plot No. 22, Sector 3, Maharaja Agarsain Marg, Vasundhara Ghaziabad, Uttar Pradesh 201012, therefore, from now onwards, M/s Sarvottam Industrial Real Estates Private Limited and its associates having their office at Plot No. 22, Sector 3, Maharaja Agarsain Marg, Vasundhara Ghaziabad, Uttar Pradesh 201012 shall assume and take over all the assets and liabilities of M/s Ansal Hi-Tech Township Limited and its Project from the date of signing of the Agreements.



ANSAL API

Building Estates since 1987

ANSAL HI-TECH TOWNSHIPS LTD.

Head Office: 115, Anand Park Road, 16 Kirti Khand Marg, New Delhi-110001

Ph: 91-11-23333333, 66022222-66-75-72 Fax: 91-11-46302873, 23322609, Websites: www.ansalgroup.com



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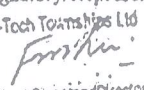


In view of the ~~business transfer~~ business transfer of Ansal Hi-Tech Township Limited and its associates ~~responsibility~~ responsibility for all claims and liabilities of any nature whatsoever. Therefore, all duties, obligations, and liabilities shall be borne by M/s Sarvottam Industrial Real Estates Private Limited and its associates and Ansal Group (including current shareholders of the Company) are not liable for any matters which arise out of or in connection with the Business Transfer Agreement with M/s Sarvottam Industrial Real Estates Private Limited and its associates in respect of operations, transfer of assets & liabilities of the Project.

Also, Ansal Group (including current shareholders of the Company) shall not be liable for any outstanding claims, liabilities, debts, or obligations to any third parties, relating to or in connection with the operation of the Project during the period prior to the date of Agreement and including the completion date.

It is to be reiterated that if anyone has any Project related query or any debts or liabilities to be claimed from M/s Ansal Hi-Tech Township Limited, from now onwards shall contact and/or communicate with M/s Sarvottam Industrial Real Estates Private Limited and its associates at their office address at Plot No. 22, Sector 3, Maharaja Agarsain Marg, Vasundhara Ghaziabad, Uttar Pradesh 201012.

This is for your kind information.

Thanking You
Yours faithfully
(Authorized Signatory/Representative),
For Ansal Hi-Tech Townships Ltd

Authorized Signatory/Director
For Ansal Hi-Tech Township Limited

(xvi) He is the same person who has signed termination notice dated 02.08.2024 on behalf of APIL and in this notice, he has identified himself as Mr. F N Rai. The said termination letter is reproduced below:



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ANNEXURE A-2

FREEBURN
Binding Uteslytes Since 1967

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BY EMAIL / REGISTERED POST

August 2nd 2024

To,

1. Sarvottam Industrial Real Estate Private Limited
Plot-22, sector-3 Maharaja Agarsain Marg,
Vasundhara Ghaziabad,
Uttar Pradesh- 201012
2. Mr. Vikas Jain
C-170, Preet Vihar,
Delhi
3. Mr. Rishabh Jain
136, Vigyan Vihar,
Delhi
4. Mr. Shahzad Ahmad
C-3/1106, Shipra Krishna
Vishia, Indirapuram,
Ghaziabad
5. Mr. Sanchit Jain
C-170, Preet Vihar,
Delhi
6. Ms. Komal Jain
136, Vigyan Vihar,
Delhi
7. Sarvottam Retalls Infra Pvt. Ltd.
Shop no. 10, Plot no. 22, Sector-3,
Maharaja Agarsain Marg,
Vasundhara, Ghaziabad - 201012

Ansai Properties & Infrastructure Ltd.
 Plot No 10/01: 2nd Floor, 10/01/01/01
 113, Anand Bhawan, 11, Jharkhand District, New Delhi-110 001
 Tel: 98992200, 6832222 / 89179177
 Website: www.ansaiinfra.com
 CIN: U15101DL1507PLC054959
 Email: customer@ansaiinfra.com, TOLL FREE NO: 1800 268 5888



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8. Sarvottam Hilltown Private Limited
Plot-22, Sector 3,
Maharaja Agarsain Marg,
Vasundhara, Ghaziabad UP 201012
9. Valour Secure Services Private Limited
A- 97, Shop No.5
Ground Floor, Pandav Nagar,
New Delhi - 110092
10. Buzzndblitz Enterprise Private Limited
A- 97, Shop No.5
Ground Floor, Pandav Nagar,
New Delhi - 110092
11. Kamal Raj
Plot-22, sector-3 Maharaja Agarsain Marg,
Vasundhara Ghaziabad,
Uttar Pradesh- 201012
12. Anjani Kumar Pandey
Plot-22, sector-3 Maharaja Agarsain Marg,
Vasundhara Ghaziabad,
Uttar Pradesh- 201012

Copy to:

1. Ansal Hi-Tech Townships Limited
Office No. 301, Third Floor,
Vakichamber, A-115,
Shakarpar, Delhi, -110092
2. M/s Uttam Steel and Associates
16, KG Marg, Delhi

Subject: Termination of Share Purchase Agreement dated 27th May 2023

Ansal Properties & Infrastructures Ltd.
Plot-22, Sector-3, Vasundhara Ghaziabad, Uttar Pradesh-201012
Maharaja Agarsain Marg, Vasundhara Ghaziabad, Uttar Pradesh-201012
Vasundhara Ghaziabad, Uttar Pradesh-201012
Vasundhara Ghaziabad, Uttar Pradesh-201012
Vasundhara Ghaziabad, Uttar Pradesh-201012
Vasundhara Ghaziabad, Uttar Pradesh-201012
Vasundhara Ghaziabad, Uttar Pradesh-201012
Vasundhara Ghaziabad, Uttar Pradesh-201012
Vasundhara Ghaziabad, Uttar Pradesh-201012
Vasundhara Ghaziabad, Uttar Pradesh-201012



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In Re:

1. Emails dated 16.11.2023 and 06.01.2024 from APIL to the Addressees regarding intimation to clear off dues of Indian Bank
2. Email dated 18.01.2024 and 15.03.2024 from APIL to the Addressees in relation to non-compliances under the SPA
3. Show Cause Notice dated 11.05.2024 from APIL to the Addressees outlining the various non-compliances under SPA
4. Reply dated 22.05.2024 from Sarvottam Group to Show Cause Notice
5. Emails dated 05.07.2024 from Sarvottam Group to APIL

Dear Sir,

This is in reference to Share Purchase Agreement dated 27.05.2023 executed between you, the Addressees ("Purchasers") and Ansal Properties and Infrastructure Limited, Star Estate Management Limited, Nirman Overseas Private Limited, and Delhi Towers Limited (hereinafter collectively known as "Sellers") in relation to Ansal Hi-Tech Township Limited ("the Company").

The notice is being issued by Ansal Properties & Infrastructure Limited ("APIL") on behalf of itself and the Sellers, as a Letter of Termination of the Share Purchase Agreement dated 27.05.2023, as under:

1. That, the Sellers abovesaid had entered into MOUs dated 12.10.2004 and 18.11.2004 whereby the Sellers had agreed form a consortium namely "Utam Steel & Associates ("Consortium"), for development of Hi-Tech Township project as per the Hi-Tech Township issued by Government Uttar Pradesh ("Project") over a piece and parcel of land admeasuring 1660 acres situated at Tehsil Dadri, District Gautam Budh Nagar, Uttar Pradesh ("Project Land").
2. In furtherance of the MOUs, the Company was incorporated as an SPV on November 6, 2006. Further, the Government of Uttar Pradesh by an order dated November 28, 2006, awarded the Project to the Consortium and pursuant to the said order, Ghaziabad Development Authority ("GDA") entered into an MoU dated December 13, 2006, with the Consortium for the development of the Project.
3. Subsequently, the Bulandshahar Development Authority ("BDA") was designated to oversee the development and execution of the Project. Therefore, the Consortium entered into a Supplementary MoU with BDA on November 30, 2016.

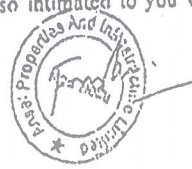
Ansal Properties & Infrastructure Ltd.
 Plot No. 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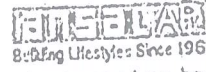
4. Pursuant to the MOU, the Company has started development of the Project over the Project Land. The Company has also purchased 680 acres land out of 1660 acres, in the name of and through its 52 subsidiaries.
5. In the meanwhile, the Consortium members have agreed to transfer several responsibilities in relation to the Company to the Purchasers and development of the Hi-Tech Township project on the Project Land. In pursuance of the understanding between the parties, the parties on May 5, 2023, executed a term sheet agreeing to the broad terms and conditions between the parties.
6. The Parties, thereafter, executed a Share Purchase Agreement dated 27.05.2023 ("SPA-I") recording the arrangement between the parties and closure of the transaction in terms and subject to the conditions set out in the SPA. Additionally, to aid the implementation of SPA-I, another Share Purchase Agreement dated 27.05.2023 ("SPA-II") and Memorandum of Understanding dated 27.05.2023 ("MOU") was executed in relation to transfer of management of the Land Owning Companies of the Company ("LOCs") with the Purchasers and granting certain development rights in relation to the Project, respectively.
7. Pursuant to the execution of the above Agreements, you, the Addressees took over several responsibilities in relation to the project. Additionally, under the SPA-I, the parties agreed that "Identified Liabilities" shall become due and payable immediately upon execution of the SPA-I and you, the Addressees undertook to pay the "Identified Liabilities" enlisted in Schedule VI of the SPA-I.
8. That, one of the "Identified Liabilities" enlisted in Schedule VI of the SPA-I was liability towards Indian Bank, which involved immediate payment of Rs. 45 Crores to the bank on execution of the SPA-I. However, despite multiple reminders and follow-ups, you, the Addressees failed to pay the said amount to the bank. Upon your failure to pay the said amount, the Bank issued multiple reminders and / or notices, which were duly intimated to you.
9. In September 2023, APIL also assisted you in getting the OTS amount approved by the Bank, which was done based on our relationship with the bank and due to the persistent efforts by our officials. However, despite the approval of OTS and undertaking to pay the same, you have failed to make the payment to the bank as per the agreed schedule.
10. Owing to your failure to adhere to the OTS schedule, repeated reminders by way of legal notices, calls and emails have been received from the Bank, demanding the amount to be paid immediately. The same was also intimated to you vide

Apil Properties & Infrastructure Ltd.
 (An ISO 9001:2015 Certified Company)
 115, Anand Bhawan, 10, Kirti Khand, Connaught Place, New Delhi - 110021
 Tel: 23233560, 011-2610763 / 011-7011723
 VA: 202301021507PLC0004351
 CIN: L45101DL1967PLC0004351
 Email: customercare@apil.com TOLL FREE NO: 1800 203 0555



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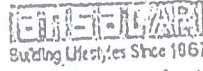
emails, *inter alia*, dated 16.11.2023 and 06.01.2024 whereby you have been requested to clear the pending dues to Indian Bank at the earliest, however you have continued to fail to take the required actions.

11. That, you were also liable to clear off dues amounting to Rs. 14 Crores approx. towards DPR Approval and Rs. 211 Crores approx. towards CIC and CLU Charges as an "Identified Liability" under Schedule VI of the SPA-I. Due to your non-compliance of obligations in terms of the SPA-I, we received multiple communications from the BDA highlighting non-compliance of formalities for the development of the project as well as non-payment of dues, which were duly forwarded to you, however, you continue to turn a blind eye to your obligations arising under the terms of the SPA-I.
12. Under the SPA-I, you, the Addressees were also liable to take over the development of the Project which included procurement of the balance Project Land, i.e. around 920 acres of land. Pertinently, from the date of the execution of the SPA till date, you have managed to procure negligible pieces of land, which does not even add up to 1 acre of land. This failure of the Purchasers to procure the balance Project Land suggests a lack of due diligence and proper planning in the development of the Project, which has serious consequences for the Project's success and the Company's reputation.
13. That since you, Addressees failed to comply with your obligations under the terms of the SPA, we issued another email dated 18.01.2024, whereby it was again informed to you that you have failed to clear the dues to Indian Bank as well as the BDA and again requested you to comply with your commitments to the in a timely manner.
14. On account of such continuous defaults on part of the Purchasers, the Bank had cancelled the OTS Sanction dated 29.09.2023 vide notice dated 24.02.2024. Even after termination of the OTS, we were informed that the bank may consider extension of the OTS on payment of requisite amounts by the second week of March 2024, which was duly informed to you vide email dated 15.03.2024. However, despite multiple requests and reminders, you failed to make the requisite payments and due to the non-payment, the bank issued a sale auction notice dated 23.04.2024 for auction of the properties of the Company.
15. That in the meanwhile, we also discovered from reliable sources and RERA officials that you have been engaging in various illegal activities in the name of Company which, *inter alia*, includes the following:

Ansal Properties & Infrastructure Ltd.
 Plot No. 1234, Phase 1, Sector 15, Gurgaon, Haryana
 Pin: 122002
 Tel: 0129-4123456
 Fax: 0129-4123456
 Email: info@ansalgroup.com
 Website: www.ansalgroup.com



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- (a) Collection of an amount of Rs. 20.85 Crores received from customers for the bookings made on behalf of the Company in your account instead of the Account of the Company.
- (b) Failure to properly maintain data under the FAS and SAAS software used for efficient tracking of data in relation to units sold, bookings made or payment received from the customers.
- (c) Illegal bookings and registrations done on behalf of the Company for properties that still belong to various farmers.
- (d) Failure to accurately reflect customer payments in the company's books raising concerns regarding siphoning off and misappropriation of funds in the Company
- (e) Purchase of land for the Project in the name of new Company while advance was transferred from the accounts of the Company
- (f) Diversion of funds of approximately Rs. 3.95 Crores from the Company to your group entities.
- (g) Similar plots being booked at differential rates to different people on the same dates

16. The above non-compliances and actions your behalf came as a shock and surprise to us. You, the Addressees, have not only miserably failed to honour your obligations under the SPA but have committed serious offences and contravened various statutory provisions and regulatory requirements. These breaches and inactions have not only jeopardized the standing of the Company but have also undermine APIL's standing within the industry and opened doors to potential litigations against APIL. Further, the actions and inactions of you, the Addressees have exposed the Company and its representatives to financial liabilities.

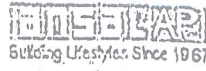
17. That, after becoming aware of the above non-compliances and breaches by you, the Addressees, APIL was constrained to issue a Show Cause Notice dated 11.05.2024 in relation to the above non-compliances and breaches and demanded immediate rectification of the breaches and full compliance with all contractual, statutory, and regulatory obligations within a period of 7 days.

18. That a response to the notice was through an unnamed signatory of the "Sarvottam Group" vide a letter dated 22.05.2024 contending, Inter alia, that the Sarvottam Group has not committed any non-compliances of the SPA and is committed to

Annual Report 2023-24
 11A, Anand Bhawan, New Delhi-110029
 Tel: 2610 2121, 2610 2122 / 2610 2123, 2610 2124
 Fax: 2610 2125, 2610 2126 / 2610 2127
 Website: www.nctdrc.org
 CMC: 143101041967PK0004213
 Email: info@nctdrc.org



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complying with the terms of the SPA. It was falsely asserted by you in the response that you are committed to your obligations under the SPA and are taking all necessary steps towards settlement of OTS amount and BDA dues. Further various false and frivolous assertions have been made by you with respect to land procurement and incomplete information only to cover up your own faults and deficiencies as demonstrably no actions have been taken up by you to settle the dues of Indian Bank and BDA.

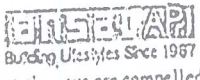
- 19. That, even upon issuance of the Show Cause Notice, demonstrably no actions have been taken up by you to settle the dues of Indian Bank and BDA. It is evident that your commitments made under the response were complete false and misleading. While no demonstrable actions are taken by you, a set of emails dated 05.07.2024 were issued by you highlighting certain issues and disputes between you, the Addressees, only with intent to cover up your own failure to comply with your obligations under the SPA.
- 20. That we have repeatedly brought to your notice various irregularities and breaches of the SPA despite which you, the Addressees, have failed to honour your contractual obligations. We have repeatedly expressed our concerns upon various routine failures, breaches and unsatisfactory performance of contractual and financial obligations. However, the legitimate requests made by us to abide by the contractual terms have been disregarded with impunity. While you continue to state in your emails and letters that you are taking steps to comply with your obligations and take your commitments under the SPA seriously, you have continuously failed to address any of the concerns raised by us on numerous occasions.
- 21. Despite the issuance of the Show Cause Notice and granting you final opportunity to rectify your breaches and non-compliance of all contractual, statutory, and regulatory obligations, you have failed to rectify your non-compliance despite categorically admitting to the same in your response. Due to persistent and repeated failure to address our concerns and flagrant violations of the terms of the SPA, we have lost all confidence in you to carry out and perform the Project of the Company. Thus, there is no question of restating the agreements in terms of your proposal given in letter dated 27.06.2024 as per the requirements of the BDA.
- 22. In light of the above, it is clear that you, the Addressees have wilfully failed to abide by the contractual covenants incorporated in the SPAs. Given the immense

2211 Properties & Infra Structure Ltd.
 Plot No. 11/11, 11/12, 11/13, 11/14, 11/15, 11/16, 11/17, 11/18, 11/19, 11/20, 11/21, 11/22, 11/23, 11/24, 11/25, 11/26, 11/27, 11/28, 11/29, 11/30, 11/31, 11/32, 11/33, 11/34, 11/35, 11/36, 11/37, 11/38, 11/39, 11/40, 11/41, 11/42, 11/43, 11/44, 11/45, 11/46, 11/47, 11/48, 11/49, 11/50, 11/51, 11/52, 11/53, 11/54, 11/55, 11/56, 11/57, 11/58, 11/59, 11/60, 11/61, 11/62, 11/63, 11/64, 11/65, 11/66, 11/67, 11/68, 11/69, 11/70, 11/71, 11/72, 11/73, 11/74, 11/75, 11/76, 11/77, 11/78, 11/79, 11/80, 11/81, 11/82, 11/83, 11/84, 11/85, 11/86, 11/87, 11/88, 11/89, 11/90, 11/91, 11/92, 11/93, 11/94, 11/95, 11/96, 11/97, 11/98, 11/99, 11/100, 11/101, 11/102, 11/103, 11/104, 11/105, 11/106, 11/107, 11/108, 11/109, 11/110, 11/111, 11/112, 11/113, 11/114, 11/115, 11/116, 11/117, 11/118, 11/119, 11/120, 11/121, 11/122, 11/123, 11/124, 11/125, 11/126, 11/127, 11/128, 11/129, 11/130, 11/131, 11/132, 11/133, 11/134, 11/135, 11/136, 11/137, 11/138, 11/139, 11/140, 11/141, 11/142, 11/143, 11/144, 11/145, 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11/896, 11/897, 11/898, 11/899, 11/900, 11/901, 11/902, 11/903, 11/904, 11/905, 11/906, 11/907, 11/908, 11/909, 11/910, 11/911, 11/912, 11/913, 11/914, 11/915, 11/916, 11/917, 11/918, 11/919, 11/920, 11/921, 11/922, 11/923, 11/924, 11/925, 11/926, 11/927, 11/928, 11/929, 11/930, 11/931, 11/932, 11/933, 11/934, 11/935, 11/936, 11/937, 11/938, 11/939, 11/940, 11/941, 11/942, 11/943, 11/944, 11/945, 11/946, 11/947, 11/948, 11/949, 11/950, 11/951, 11/952, 11/953, 11/954, 11/955, 11/956, 11/957, 11/958, 11/959, 11/960, 11/961, 11/962, 11/963, 11/964, 11/965, 11/966, 11/967, 11/968, 11/969, 11/970, 11/971, 11/972, 11/973, 11/974, 11/975, 11/976, 11/977, 11/978, 11/979, 11/980, 11/981, 11/982, 11/983, 11/984, 11/985, 11/986, 11/987, 11/988, 11/989, 11/990, 11/991, 11/992, 11/993, 11/994, 11/995, 11/996, 11/997, 11/998, 11/999, 1200.



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loss and damage caused to Project as well as APL's reputation, we are compelled to terminate SPA-I with immediate effect.

- 23. Therefore, on account of commission of various violations, defaults and breaches in performance of time bound obligations under the SPAs, failure to clear dues to various regulatory authorities, serious civil and criminal offences such as cheating, misrepresentation, breach of trust, siphoning of funds, misappropriation etc., the SPA-I stands terminated, revoked and cancelled. You, the Addressees, are hereby put to notice that we shall henceforth be competent and entitled to use, utilize, develop, and alienate the Project Land in any manner as we deem fit. That you, the Addressees, as on date of issue of the present Termination Notice shall have no further right or interest of any nature whatsoever over the said Project Land.
- 24. Any and all authorization, power of attorney etc. was executed by us in favour of you, the Addressees, or your representatives under the SPA, the same also stand terminated, revoked and cancelled. Thus, you, the Addressees, shall not be entitled to do any act, deed or things or to execute any document on the basis of the cancelled authorization, power of attorney etc. Any such act on your behalf shall not bind us and we reserve our rights to institute civil and criminal litigation against you, the Addressees, and your representatives and officials.
- 25. In light of the termination of SPA-I, you, the Addressees, upon receipt of the present Termination Notice are called upon to:

- (a) cease and desist performance of all actions in furtherance of rights under the SPA(s) such as marketing, branding, sale / booking / allotment of units, approaching regulatory authorities in relation to the Project and so forth;
- (b) return all customer documents that were handed over at the time of execution of the SPA and those relating to new customer bookings made since 27.05.2023;
- (c) return 47 original registered sale deeds in favour of the LOCs as detailed in Annexure - 1 to this Notice;
- (d) grant access to all bank accounts of the Company including all necessary login credentials, cheque books, cards etc.;



Anand Properties & Investments Ltd.
 (INCORPORATED IN INDIA)
 12, Anand Bhawan, 12, Kirti Khera Road, New Delhi 110 016
 TEL: 23222222, 23222222 / 23222222
 www.apl.com
 GEN: 1431010197 P/C004751
 E-mail: enquiry@apl.com TOLL/FREE NO: 111-244 3383



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- (e) return all originals records of the Company including minutes books, financial statements, ledger accounts etc.
- (f) handover any and all correspondence between the Company and Bulandshahr Development Authority;
- (g) handover case files of all litigation matters along with details as to the status of the case;
- (h) handover all notices, documents, communications, correspondence, login credentials, etc. including all statutory and government authorities;
- (i) handover all other documents in your control or possession in relation to affairs of the Company.

26. That you, the Addressees, are hereby put to notice that any further actions by you or your agents, contractors, employees, officials, representatives etc. purportedly under the SPA is without authority and illegal and we reserve our rights to take appropriate legal action at your cost and consequence. Further be advised if you, the addressees, or your associates, officials, employees etc. are found in the actual, physical, legal or constructive possession of the Project Land, you would be considered as a trespasser and we shall be constrained to initiate appropriate criminal proceedings for the same.

27. Please be advised that effective immediately, you, the Addressees shall be solely responsible for all criminal and civil liabilities arising out of the SPA for the actions and illegalities committed between May 2023 till date. You shall also be liable towards any and all liabilities of the Company or the undersigned arising due to your acts or omissions.

28. We further reserve our right to initiate appropriate civil and criminal proceedings against you for the illegalities committed by you, the Addressees, in addition to pursuing all available legal remedies to protect our interests under the Agreement.

Please take note accordingly.



ACTUAL PROPERTIES & INVESTMENTS LTD.
 No 130/1301/1304/01/13/1300/1301/13
 115, Anna Salai, Anna Salai, Adambakkam, Chennai, Tamil Nadu 600 016
 Tel: 9840122111, 9840122112, 9840122113
 www.apil.com
 CIN: U45101DL1827710004113
 Email: info@actualproperties.com, sales@actualproperties.com, legal@actualproperties.com

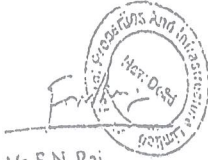


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Sincerely,

ANSAAL
Building Lives Since 1967



Mr. F. N. Rai

On behalf of Ansal Properties Infrastructure Limited


(TRUE COPY)

On careful consideration of this agreement, we broadly tend to agree with the contentions of DH(s) about the agreement, which have been summed up under para 5 of this order. Even Mr. Sandeep Kohli and Ms. Anoop Sethi in their replies have stated *"The Company was essentially a promoter -driven Company controlled and guided by Mr. Pranav Ansal, all the financial affairs were signed and looked after by Mr. Pranav Ansal, ... it was under the regulated fist of Mr. Pranav Ansal"*. It is clear that AHTTL was formed as SPV / front Company, to undertake / execute the project of consortium Uttam Steel Associates, of which APIL is a part. The company purchased 680 acres out of total 1660 acres of project land, and is to acquire the balance 980 acres as well. What is the source of funding such purchase by AHTTL is not clear from the agreement. AHTTL itself had 52 wholly owned subsidiaries who along with AHTTL owned 680 acres of land. Mr. F.N.Rai is signing on behalf of both AHTTL and APIL in various documents.

6.12.2. Termination Notice dated 02.08.2024



- (i) This notice is issued by APIL, on its own letter head signed by one Mr. F N Rai, on behalf of APIL.
- (ii) **APIL has issued this notice on behalf of itself and seller.**
- (iii) This termination notice was preceded by a Show Cause notice dated 11.05.2024 which was also issued by APIL
- (iv) This notice refers to collection of certain amounts on behalf of AHTTL and illegal bookings and registration on behalf of AHTTL and demand the following from the addressees . The relevant para of the termination notice is reproduced under:

25. *In light of the termination of SPA-I, you, the Addressees, upon receipt of the present Termination Notice are called upon to:*

(a) cease and desist performance of all actions in furtherance of rights under the SPA(s) such as marketing, branding, sale / booking / allotment of units, approaching regulatory authorities in relation to the Project and so forth;

(b) return all customer documents that were handed over at the time of execution of the SPA and those relating to new customer bookings made since 27.05.2023;

(c) return 47 original registered sale deeds in favour of the LOCS as detailed in Annexure-1 to this Notice;

(d) grant access to all bank accounts of the Company including all necessary login credentials, cheque books, cards etc.;

(e) return all original records of the Company including minutes books, financial statements, ledger accounts etc.

(f) handover any and all correspondence between the Company and Bulandshahr Development Authority;



(g) handover case files of all litigation matters along with details as to the status of the case;

(h) handover all notices, documents, communications, correspondence, login credentials, etc. including all statutory and government authorities;

(i) handover all other documents in your control or possession in relation to affairs of the Company.

After careful perusal of this document, we are in agreement with the submissions of DH(s) about this document, which have been summed in para 5 of this order.

6.12.3 General agreement dated 02.08.2024

(i) This agreement has been executed between APIL and other consortium members (NOPL, SEML, USA, represented through its existing lead member APIL and AHTTL, C N DS Apex Pvt. Ltd. and 52 wholly owned subsidiary of AHTTL. On behalf of APIL, the agreement has been signed by Mr. Pranav Ansal, who has also signed this agreement on behalf of Uttam Steel and Associates.

After going through the document in detail, we see merit in the contention of DH(s) about this document, which have been summarised in para 5 of this order.

6.12.4. Annual Report of APIL for the year 2023-24

Extract of some of the portions relevant to the case are given below:



COMPANY INFORMATION**BOARD OF DIRECTORS**

Shri Pranav Ansal	Chairman & WholeTime Director
Shri Deepak Mowar	Managing Director & CEO
Shri Dheeraj Goel	Deputy Managing Director
Shri Binay Kumar Singh	Independent Director
Shri Sunil Kumar Gupta	Independent Director
Smt. Francette Patricia Atkinson	Independent Woman Director

AUDIT COMMITTEE MEMBERS

Shri Sunil Kumar Gupta	Chairman
Shri Binay Kumar Singh	Member
Smt. Francette Patricia Atkinson	Member

CHIEF EXECUTIVE OFFICER

Shri Deepak Mowar

PRESIDENT (FINANCE & ACCOUNTS) & CFO

Shri Prashant Kumar

COMPANY SECRETARY

Shri Abdul Sami

STATUTORY AUDITORSM/s. MRKS and Associates,
Chartered Accountants,
New Delhi**FINANCIAL INSTITUTIONS/NBFCs (Standalone)**IL&FS Financial Services Limited
Xander Finance Private Limited**BANKERS (Standalone)**Punjab National Bank Limited
The Jammu & Kashmir Bank Limited
Indian Bank Limited
HDFC Bank Limited**CORPORATE IDENTITY NUMBER (CIN)**

L45101DL1967PLC004759

REGISTERED OFFICE115, Ansal Bhawan,
16, Kasturba Gandhi Marg,
New Delhi - 110 001**REGISTRAR & SHARE TRANSFER AGENT**M/s. Link Intime India Private Limited
Noble Heights, 01st Floor, Plot No.: NH-2,
C-1 Block, LSC, Near Savitri Market,
Janakpuri, New Delhi - 110058
Tel. No. 011- 49411000

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PROCEEDING UNDER THE INSOLVENCY AND BANKRUPTCY CODE, 2016 ALONG WITH STATUS:

1. Ansal Properties and Infrastructure Limited (APIL) was admitted into Corporate Insolvency Resolution Process (CIRP) vide Order dated the 16th November, 2022 passed by the Hon'ble National Company Law Tribunal (NCLT), New Delhi Bench, Court-II in the matter of "Bibhuti Bhushan Biswas & Ors. Versus M/s Ansal Properties and Infrastructure Limited". Thereafter, Mr. Ashwani Kumar Singla was appointed as the Interim Resolution Professional ("IRP") having Registration No. IBBI/PA001/IP-P02035/2020-21/13122. Shri Ashwani Kumar Singla has been replaced with Shri Jalesh Kumar Grover, as Resolution Professional (RP) having IBBI Registration No. IBBI/PA-001/IP-P00200/2017-2018/10390 vide NCLT Order dated the 10th January, 2024.
2. Subsequently, a Company Appeal (AT) (Ins.) No. 41 of 2023 was filed before the Hon'ble National Company Law Appellate Tribunal (NCLAT) against the admission order. The Hon'ble NCLAT vide Order dated the 13th January, 2023 held that the CIRP under the Insolvency and Bankruptcy Code, 2016 (IBC) shall only be confined to the "Fernhill Project" situated at District Gurgaon, Haryana.
3. Shortly after the Order dated 13th January, 2023 was passed, the IRP filed a Clarification Application dated the 17th January, 2023 in relation to the said order, which was disposed of by the Hon'ble NCLAT on the 04th March, 2024.
4. Further, the Resolution Professional and Directors of the Company from time to time have, taken Legal Opinion/s in respect of above matter/s which clearly opined that the Company was under moratorium and the Board of Directors of the Company were suspended (last opinion sought in the month of June, 2023).
5. Vide an Order dated the 20th October, 2023, under Company Petition no. (IB)- 297(ND)/2023, in the matter of Indian Bank vs. M/s. Ansal Properties and Infrastructure Ltd was passed by Hon'ble National Company Law Tribunal (NCLT), New Delhi Bench, Court-II, in respect of initiation of Corporate Insolvency Resolution Process (CIRP) against "Serene Residency Group Housing Project" of Ansal Properties and Infrastructure Limited situated at Sector ETA II, Greater Noida, Uttar Pradesh.
6. Due to the initiation of Corporate Insolvency Resolution Process against the two Projects of the Company, the Equity shares of the Company, from time to time, during the Financial year 2023-24, were suspended for trading, being under IBC-stage 1, in accordance with Additional Surveillance Measure for companies as per Insolvency and Bankruptcy Code, 2016 (IBC) and Circulars issued by stock exchanges etc.

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SUBSIDIARY COMPANIES AND OTHER ASSOCIATE COMPANIES

Your Company has 70 (Seventy) subsidiary companies at the end of the Financial year 2023-24.

Ansal Urban Condominium Private Limited (AUCPL) is a Subsidiary of Ansal Landmark Township Private Limited, which is a subsidiary of the Company. However, due to the provisions of IND-AS, AUCPL is treated as Joint Venture Company (AUCPL is currently under Corporate Insolvency Resolution Process).

Pursuant to the provisions of Section 129(3) of the Companies Act, 2013, a statement containing salient features of Financial statements of subsidiary/ associate companies in Form AOC-1 is provided at the end of the Consolidated Financial Statement and hence not repeated in this Report.

For the highlights/ performance of each of the subsidiaries/ associate companies, and their contribution to the overall performance of the Company during the period under report, the members are requested to refer to the Consolidated Financial Statement of the Company along with the statement in Form AOC-1 (as mentioned aforesaid) forming part of this Annual Report.

Pursuant to the provisions of Section 136 of the Companies Act, 2013, separate Audited Financial Statements (Standalone and Consolidated, wherever applicable) in respect of each of the subsidiaries/ associate companies are posted on the website of the Company (www.ansalapi.com) and shall be kept open for inspection till the date of the Annual General Meeting. It shall also make available these documents upon request by any member of the Company.

A Policy on Material Subsidiary Companies has been formulated (duly amended) and the same is available on the website of the Company i.e. <http://www.ansalapi.com/pdf/APIL-Policy-on-Determination-of-Material-Subsidiary.pdf>

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BOARD MEETINGS

Due to the initiation of Corporate Insolvency Resolution Process on the 16th November, 2022 and non-clarity of the status of Board of Directors of the Company, no Board Meeting was held in the first three quarters of the Financial year 2023-24. In the last quarter of the said Financial year, 04 (four) meetings of the Board of Directors were duly held on the 21st January, 2024, 19th February, 2024, 23rd March, 2024, and 27th March, 2024 and the details of the meetings are covered under the Corporate Governance Report which forms the part of this Annual Report.

DIRECTORS AND KEY MANAGERIAL PERSONNEL

Change in Directorship:

Resignation/End of tenure

Shri Anoop Sethi (DIN: 01061705), erstwhile Managing Director and CEO of the Company, vide his letters/emails dated the 14th March, 2023 and 19th March, 2023, has resigned from the position of Managing Director and Chief Executive Officer w.e.f. the 14th March, 2023 (on the recommendation of the Nomination and Remuneration Committee and approval of the Board of Directors of the Company at their respective meetings held on the 23rd March, 2024 due to change in designation from Managing Director to Director) and from the position of Director w.e.f. the 23rd March, 2024 vide his email/letter dated the 23rd March, 2024. Intimation and other necessary documents in that regard was already provided to stock exchanges.

Shri Sandeep Kohli (DIN: 00300767), erstwhile Chairman and Non-Executive and Independent Director of the Company vide his letter dated the 23rd March, 2024 has resigned from the position of Chairman and Non-Executive Independent Director of the Company with immediate effect due to personal reasons. Shri Sandeep Kohli has also provide confirmation that there is no other material reason other than those provided in his resignation letter dated the 23rd March, 2024. Intimation and other necessary documents in that regard was already provided to stock exchanges.

Smt. Jagath Chandra (DIN:07147686), erstwhile Non-Executive and Independent Director of the Company, was appointed for a term of 03 (three) years from 10th November, 2020 till the 09th November, 2023 by the Board of Directors and approved by the Shareholders of the Company on the 28th September, 2020. Her second term of appointment was completed, therefore, she ceased to be the Non-Executive and Independent Director of the Company, w.e.f. the 09th November, 2023. Intimation in that regard was already provided to stock exchanges.

Appointment/Re-designation

To meet the requirement of optimum combination of Executive and Non-Executive Directors on the Board and pursuant to the compliance of the provisions of Listing Regulations, your Board of Directors, have approved the following appointments / Re-designation:-

1. Shri Deepak Mowar (DIN: 02195026) was appointed as Managing Director and Chief Executive Officer (CEO) of the Company w.e.f. 23rd March, 2024, on the recommendation of the Nomination and Remuneration Committee, at their respective meetings held on the 23rd March, 2024. His appointment was approved by the shareholders of the Company on the 02nd May, 2024.
2. the following persons were appointed as Non-Executive and Independent Directors of the Company w.e.f. the 23rd March, 2024. The appointment of these persons were approved by the shareholders at their meeting on the 02nd May, 2024. In the opinion of the Board, all these directors fulfil the conditions specified in the Act and the Companies (Appointment and Qualification of Directors) Rules, 2014 and The Companies (Accounts) Rules, 2014 and Listing Regulations for appointment as Non- Executive Independent Directors and they are independent of the Management and Promoters and person of high integrity and possesses required knowledge, expertise, skills and experience etc.:-

Sl. No.	Names and DIN	Period of appointment	Designation
1	Shri Sunil Kumar Gupta (DIN: 05531451)	23 rd March, 2024 to 22 nd March, 2027	Non -Executive and Independent Director
2	Smt. Francoise Patricia Atkinson (DIN: 10388863)	23 rd March, 2024 to 22 nd March, 2027	Non -Executive and Independent Woman Director
3	Shri Binay Kumar Singh (DIN: 10467660)	23 rd March, 2024 to 22 nd March, 2027	Non -Executive and Independent Director



3. Shri Pranav Ansal (DIN: 00017804) was re-designated as Chairman and Whole Time Director of the Company w.e.f. the 23rd March, 2024, on the recommendation of the Nomination and Remuneration Committee, at their respective meetings held on the 23rd March, 2024. His re-designation/appointment was approved by the shareholders of the Company on the 02nd May, 2024.
4. After the Financial year 2023-24, Shri Dheeraj Goel (DIN: 09503113) is appointed as Deputy Managing Director of the Company w.e.f. 12th August, 2024 on the recommendation of the Nomination and Remuneration Committee and the Board of Directors at their respective meetings held on the 12th August, 2024. The matter of appointment of Shri Dheeraj Goel along with other details is included in the Notice of the 57th Annual General meeting.

Change In Chief Executive Officer:

Shri Deepak Mowar (DIN: 02195028) was appointed as Chief Executive Officer of the Company w.e.f. the 23rd March, 2024 in place of Shri Anoop Sethi (DIN: 01061705), who has resigned from the position of Chief Executive Officer of the Company w.e.f. the 14th March, 2023 (approved by the Board of Directors at their meeting held on the 23rd March, 2024).

Declaration by Independent Directors

The Company, for the Financial year 2023-24, has received the declaration from the Independent Directors, under Section 149(7) of the Companies Act, 2013 that they meet the criteria of independence laid down under Section 149(6) of the Companies Act, 2013 and the Listing Regulations and are not debarred from holding the office of directors pursuant to any SEBI's Order or any other authority. Moreover, as per their declaration they are not disqualified to become directors under the Act and rules.

Retiring by Rotation and Re-appointment of Director

In terms of Section 152 of Companies Act, 2013 ("Act") not less than 2/3rd of the total number of directors of a public Company shall be persons whose period of office as Directors is liable to determination by retirement by rotation and out of such number of directors, 1/3rd nos. of directors shall retire from office at every Annual General Meeting. The Independent Directors are to be excluded from the calculations of rotational and non-rotational directors.

In terms of the said provisions of the Companies Act, 2013 and its Rules and the Articles of Association of the Company, Shri Pranav Ansal, Chairman and Whole Time Director and Shri Deepak Mowar, Managing Director and CEO are due to retire by rotation at the ensuing AGM. Being eligible, they offer themselves for re-appointment. The matter of re-appointing them are included in the Notice of 57th Annual General Meeting.

Brief profile of the Directors proposed to be re-appointed is annexed to the Notice of 57th Annual General Meeting.

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B) Profile of the Directors of the Company

Shri Pranav Ansal (DIN: 00017804) is a prominent industrialist who is expanding the great legacy of the Ansal API Group. He is a graduate of Hans Raj College (Delhi University) and initially joined the Company as a Management Trainee. He is the driving force behind Ansal Plaza, Delhi, which sparked off the Mall revolution in the Country. He has taken upon the mantle of expanding the Group's business to new horizons and is responsible for extending the Ansal API brand name to new geographies in the areas of township development. He is currently holding the position of Chairman and Whole Time Director of the Company.

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c) Attendance of Directors at the Board Meetings In Financial year 2023-24 and previous Annual General Meeting (AGM)

During the Financial year 2023-24, 04 (four) meetings of the Board of Directors were held. Your Company ensures that the gap between two consecutive Board Meetings is not more than one hundred and twenty (120) days, and atleast four meetings are held in every calendar year. However, no Board meeting was held in the first three quarters of the Financial year 2023-24 as the Company was admitted into CIRP, under IBC, on the 18th November, 2022 and due to non-clarity of the status of the Board of Directors of the Company. The provisions of Companies Act, 2013 and its Rules, Secretarial Standard-1, as amended, on Meetings of Board of Directors, Articles of Association of the Company and the requirements of the Listing Regulations are duly complied, on a regular basis except as mentioned in this report.

The attendance of each Director at these meetings and at the previous Annual General Meeting was as follows:

Name of Director/s	Board Meetings date				Meetings held during tenure	Meeting attended	% of attendance	Date of previous AGM (02.05.24)
	21.01.24	19.02.24	23.03.24	27.03.24				
Shri Pranav Ansal	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4	4	100	<input checked="" type="checkbox"/>
Shri Deepak Mewar (Appointed w.e.f the 23.03.24 and attended the said meeting)	Not applicable		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2	2	100	<input checked="" type="checkbox"/>
Shri Sunil Kumar Gupta (Appointed w.e.f the 23.03.24 and attended the said meeting)	Not applicable		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2	2	100	<input checked="" type="checkbox"/>
Shri Binay Kumar Singh (Appointed w.e.f the 23.03.24 and attended the said meeting)	Not applicable		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2	2	100	<input checked="" type="checkbox"/>
Smt. Francette Paulcia Atkinson (Appointed w.e.f 23.03.24 but not attended the said meeting)	Not applicable		Not part of quorum	<input type="checkbox"/>	2	0	0	<input type="checkbox"/>
Shri Sandeep Kohli (Resigned w.e.f the 23.03.24)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	N.A	3	3	100	N.A
Shri Anoop Sethi (Resigned as director w.e.f the 23.03.24)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	N.A	3	3	100	N.A
Smt. Jagath Chandra	Ceased to be director w.e.f 09.11.23				N.A			N.A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Attended in person / through video conference	<input type="checkbox"/>	Leave of absence	N.A - Not Applicable
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Apart from the aforesaid Board meetings mentioned above, one Board meeting was held on the 07th March, 2024 in which Shri Sandeep Kohli and Shri Anoop Sethi have attended through Video Conference. However, the said Board Meeting was adjourned due to non-availability of quorum, thereafter, the said meeting was sine die.

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c) Members (Shareholders)

The Company had 34754 members as on the 31st March 2024; the number is continuously changing as the shares are widely traded on the stock exchanges. The main channel of communication to the members is through the Annual Report. Besides the audited accounts for the financial year and consolidated accounts thereto, the said Report, inter alia, includes the Directors' Report, containing the reports on Corporate Governance and Managements' Discussion and Analysis and that of the Statutory Auditors.

The AGM is the principal forum for interaction by the Board of Directors and the Management with shareholders. Here, the Directors answer specific queries whenever raised by members. The Board acknowledges its responsibility towards its members and therefore encourages open and active dialogue with them.

Your Company has been supporting and complying to the extent possible with the Ministry of Corporate Affairs, Govt. of India's "Green Initiative in the Corporate Governance" permitting service of all notices/ documents including Annual Report to members/shareholders, through electronic mode instead of physical mode.

GENERAL SHAREHOLDERS INFORMATION

a) Company Registration Details

Your Company was incorporated on the 30th June, 1967 and is registered in the State of Delhi. The Corporate Identity Number (CIN) allotted to the Company by the Ministry of Corporate Affairs (MCA) is L45101DL1967PLC004759.

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e) **Code of Conduct**

In compliance with Regulation 17(4) of Listing Regulations and the Companies Act, 2013, the Company has framed and adopted a Code of Conduct (the Code). The Code applies to the Board Members and Senior Management (i.e. from the ranks of General Manager and above). The said Code, duly reviewed, is also uploaded on the Company's Website viz. <https://www.ansalapi.com/vpd/APIL-Policy-for-Code-of-Conduct-of-Directors-and-Senior-Management.pdf>

As required by Regulation 26(3) of the Listing Regulations, the Board Members and Senior Management Personnel have given the declaration affirming compliance and adherence to the said Code of Conduct for the financial year ended the 31st March 2024. The declaration is given on an annual basis.

A declaration dated the 28th May, 2024 regarding the compliance of the Code of Conduct by the Board Members and the Senior Management duly signed by Shri Deepak Mowar, Managing Director & CEO of the Company, has been attached to the Report on Corporate Governance.

f) **Subsidiary Companies**

All subsidiary companies of your Company are Board-managed, with their respective Boards of Directors having the rights and obligations to manage the companies concerned in the best interest of their stakeholders. The Company has no material subsidiary/ies as on the 31st March, 2024.

A Policy on Material Subsidiary Companies has been formulated, duly reviewed after that, and the same is available on the website of the Company, i.e. <https://www.ansalapi.com/vpd/Policy-for-Material-Subsidiary-Companies.pdf>

g) **Details of total fees paid to statutory auditors**

The fees paid by the Company and its subsidiaries (on a consolidated basis) to M/s MRKS & Associates, Chartered Accountants, Firm Registration No. 023711N, and all entities in the network firm network entity of which the Statutory Auditors is part thereof, during the financial year 2023-24, is approx. Rs. 20.33 Lakhs.

h) **Disclosure of certain type of Agreements binding the Company**

No agreement has been entered into by the shareholders, promoters, promoter group entities, related parties, directors, key managerial personnel, employees of the Company or of its holding, subsidiary or associate company, among themselves or with the Company or with a third party, solely or jointly, which, either directly or indirectly or potentially or whose purpose and effect is to, impact the management or control of the Company or impose any restriction or create any liability upon the Company.

i) **Disclosure by Large Corporate**

In terms of the SEBI circular dated the 19th October, 2023 and other circulars and clarifications issued by SEBI, from time to time, your Company is not a Large Corporate, therefore, disclosure requirement is not applicable.

Rgd. Office:

115, Ansal Bhawan,
16, Kasturba Gandhi Marg,
New Delhi-110001
CIN: L45101DL1967PLC004759

For and on behalf of the Board
For Ansal Properties and Infrastructure Limited

Sd/-
(Pranav Ansal)
(Chairman and Whole Time Director)
DIN: 00017804

Date: 12th August, 2024
Place: New Delhi



The Members
Ansal Properties and Infrastructure Ltd.
New Delhi

Reg. : Declaration for compliance of Code of Conduct in terms of Regulation 26(3) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

I, Deepak Mowar, Managing Director and CEO of the Company, hereby confirm that all the Board Members and Senior Management (those who have provided certificates), have affirmed, individually, compliance with the Code of Conduct of the Company for the Financial Year ended the 31st March 2024.

For Ansal Properties and Infrastructure Ltd

Sd/-
(Deepak Mowar)
Managing Director & CEO
DIN: 02195026

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a) List of related parties disclosure as required by Ind As - 24, "Related Party Disclosures", are given below :

I. Names of related parties & description of relationship:

S. No.	Name of company	% Holding
1	Ansal API Infrastructure Limited	100% Subsidiary of APIL
2	Ansal Colours Engineering SEZ Limited	100.00 % Subsidiary of APIL (51% Shareholding of APIL and 29% Shareholding of Delhi Towers Limited and 20% Shareholding of Ansal Condominium Limited)
3	Ansal Hi-Tech Townships Limited	68.24% Subsidiary of APIL
4	Ansal IT City & Parks Limited	66.23% Subsidiary of APIL
5	Ansal Landmark Townships Private Limited	53.33 % Subsidiary of APIL (49.38% Shareholding of APIL and 3.95% Shareholding of Delhi Towers Limited) 0.62% held by the Promoter of APIL
6	Ansal Townships Infrastructure Limited	70.57% Subsidiary of APIL
7	Blue Marlin Buildcon Limited	100% Subsidiary of APIL (50% Shareholding of APIL and 50% Shareholding of Ansal Colours Engineering SEZ Limited)
8	Charismatic Infotech Private Limited	100% Subsidiary of APIL
9	Delhi Towers Limited	100% Subsidiary of APIL
10	Star Facilities Management Limited	100% Subsidiary of APIL
11	White Marlin Buildcon Limited	90% Subsidiary of APIL

B. Step down subsidiaries:

S.No.	Name of company	% Shareholding
1	Aabad Real Estates Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
2	Ablaze Buildcon Private Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
3	Affluent Realtors Pvt. Ltd.	100% Subsidiary of Ansal Hi- Tech Townships Limited
4	Anchor Infraprojects Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
5	Ansal Condominium Ltd.	100% Subsidiary of Delhi Towers Ltd.
6	Arz Properties Ltd.	100% Subsidiary of Ansal Hi- Tech Townships Limited

7	Auspicious Infracon Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
8	Awadh Realtors Ltd.	100% Subsidiary of Ansal Hi- Tech Townships Limited
9	Bendictory Realtors Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
10	Caspian Infrastructure Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
11	Celestial Realtors Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
12	Cheste Realtors Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
13	Cohesive Constructions Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
14	Cornea Properties Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
15	Creative Infra Developers Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
16	Decon Infra Tech Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
17	Diligent Realtors Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
18	Divinity Real Estates Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
19	Dreams Infracon Ltd.	100% Subsidiary of Ansal Townships Infrastructure Limited
20	Effulgent Realtors Ltd.	100% Subsidiary of Ansal Townships Infrastructure Limited
21	Einstein Realtors Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
22	Emphatic Realtors Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
23	Euphoric Properties Private Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
24	H. G. Infrabuild Pvt. Ltd.	100% Subsidiary of Ansal Hi- Tech Townships Limited
25	Harapa Real Estates Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
26	Haridham Colonizers Limited	100% Subsidiary of White Martin Buildcon Limited
27	Inderlok Buildwell Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
28	Kapita Buildcon Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
29	Komal Building Solutions Pvt. Ltd.	100% Subsidiary of Ansal Hi- Tech Townships Limited
30	Kshiltiz Realtech Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
31	Kulumbkam Realtors Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
32	Lovely Building Solutions Pvt. Ltd.	100% Subsidiary of Ansal Hi- Tech Townships Limited
33	Lunar Realtors Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
34	Mangal Murthi Realtors Ltd.	100% Subsidiary of Ansal Townships Infrastructure Limited
35	Marvar Infrastructure Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
36	Medi Tree Infrastructure Ltd.	100% Subsidiary of Ansal Hi- Tech Townships Limited
37	Muqaddar Realtors Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
38	Paradise Realty Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
39	Parvardigan Realtors Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
40	Phalak Infracon Ltd.	100% Subsidiary of Ansal Hi- Tech Townships Limited
41	Pindari Properties Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
42	Pivotal Realtors Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
43	Plateau Realtors Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
44	Quest Realtors Private Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
45	Retina Properties Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
46	Rudrapriya Realtors Ltd.	100% Subsidiary of Ansal Hi- Tech Townships Limited

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47	Sarvodaya InfraTech Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
48	Shohrai Reallois Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
49	Sidhivinayak Infracon Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
50	Singola Constructions Ltd.	100% Subsidiary of Ansal Hi- Tech Townships Limited
51	Sparkle Realtech Pvt. Ltd.	100% Subsidiary of Ansal Hi- Tech Townships Limited
52	Sukhdhain Colonisers Ltd.	100% Subsidiary of Ansal Townships Infrastructure Limited
53	Superlative Realtors Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
54	Tamanna Realtech Ltd.	100% Subsidiary of Ansal Hi- Tech Townships Limited
55	Taqdeer Realtors Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
56	Thames Real Estates Limited	100% Subsidiary of Ansal Hi- Tech Townships Limited
57	Twinkle Infraprojects Ltd.	100% Subsidiary of Ansal Hi- Tech Townships Limited
58	Unison Propmart Ltd.	100% Subsidiary of Ansal Hi- Tech Townships Limited

iii. Companies being controlled by virtue of Ind-As 110-"Consolidated Financial Statements"

S.No.	Name of the company
1	Alaknanda Realtors Private Limited
2	Ansal Infrastructure Project Limited
3	Augustan Infrastructure Private Limited
4	Bajrang Realtors Private Limited
5	Caliber Properties Private Limited (w.e.f. 20.07.2020)
6	Canyon Realtors Private Limited
7	Chamunda Properties Private Limited
8	Chandi Properties Private Limited
9	Delhi Towers & Estates Private Limited
10	Kabini Real Estates Private Limited
11	Kailash Realtors Private Limited
12	Katra Realtors Private Limited
13	Kaveri Realtors Private Limited
14	Kushmanda Properties Private Limited
15	Lord Krishna Infraprojects Limited
16	Prithvi Buildtech Private Limited
17	Rudraprayag Realtors Private Limited
18	Sampark Hotels Private Limited
19	Saraswati Buildwell Private Limited
20	Seluj Real Estates Private Limited
21	Saubhagya Real Estates Private Limited
22	Sunshine Colonisers Private Limited
23	Yamnotri Properties Private Limited



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iv. Enterprises where common control exist (other than subsidiaries & JV companies) *

S.No.	Name of the Company
1	Amba Bhawani Properties Private Limited
2	Silver Perch Buildcon Private Limited
3	Apna Ghar Properties Private Limited
4	Chiranjiv Investments Private Limited
5	Naurang Investment & Financial Services Private Limited
6	New Line Properties & Consultants Private Limited
7	Prime Maxi Promotion Service Private Limited
8	Sampark Hotels Private Limited
9	Satrujaya Darshan Construction Co. Private Limited
10	Delhi Towers & Estates Private Limited
11	Sihir Housing & Constructions Private Limited
12	Orchid Realtech Private Limited
13	Suraj Kuman Foundation
14	Kusumanjali Foundation
15	The Palms Golf Club & Resort Private Limited
16	SFNL Hi Tech Facilities Management Private Limited
17	Utsav Educare Services Private Limited
18	Fairmont Realty Co Private Limited
19	Anupam Theatres And Exhibitors Private Limited
20	Sky Scraper Infraprojects Private Limited
21	Kiara Litespace Private Limited
22	Chiranjeev Charitable Trust
23	Kirloskar Pneumatic Company Limited
24	Asara Sales and Investment Private limited
25	Kirloskar Oil Engines Limited
26	Kirloskar Proprietary Limited
27	Greentek Systems (India) Private Limited
28	Pune City Connect Development Foundation
29	Kirloskar Energen Private Limited
30	Kirloskar Solar Technologies Private Limited
31	Samarth Udyog Technology Forum
32	Cees Investments Private Limited
33	Apak Investments Private Limited

* Not considered for consolidation

6.13. On a holistic consideration of the documents filed by DH(s) we see merit in the contentions of DH(s) and are broadly in agreement with their submissions in this regard. This clearly lead us to conclude that Parent Company APIL and JD Company AHTTL are inextricably connected and have been working together in cohesion under the overall control, direction and advice of Mr. Pranav Ansal, who is the Chairman and Whole Time Director of APIL and he is the main decision maker of not only the APIL but also of other consortium members as well as its subsidiary (AHTTL). JD Company (AHTTL) is nothing but a front Company of its Parent Company APIL, formed as SPV for execution of the project in question. This corporate structure of



Parent and Subsidiary company being two different legal entities is being misused to avoid satisfaction of decrees in the present cases. Hence, we hold that DH(s) in the present cases have been successful in making a case for lifting the corporate veil between the JD Company (AHTTL) and Parent Company (APIL) in the present cases. Hence we hold that in the present cases, sufficient grounds exist for lifting / piercing the corporate veil between the JD Company (AHTTL) and its parent Company (APIL) and we hereby order accordingly for lifting / piercing the corporate veil between AHTTL and APIL and treating AHTTL and APIL as one concern / economic unit for the purposes of satisfying decrees in the present cases and / or compliances of other related orders of this Commission.

6.14 In view of foregoing, after careful consideration of all the facts and circumstances of the case, evidence / documents placed before us and rival contentions of the parties, which have been given in the preceding paras, we hold that the parent company (APIL) is liable for the acts of omission and Commission of its subsidiary company (Judgment Debtor Company AHTTL) and for satisfaction of decree(s) against AHTTL and other orders of this Commission passed from time to time subsequent to the decree(s) in various EAs covered under this order. This liability of APIL and its current management to satisfy the decree of its subsidiary company AHTTL is joint and several, alongwith the liability of JD Company (AHTTL) and its management.

6.15. As JD Company (AHTTL) is admittedly not under moratorium, it is liable for action under Section 71 of Consumer Protection Act, 2019 and under Section 72 of Consumer Protection Act, 2019. Hence, appropriate steps for attachment of its assets, including the bank accounts, properties (moveable and immovable) etc. shall lie under Section 71 of Consumer Protection Act, 2019 read with relevant provisions of Civil Procedure Code, 1908 (CPC).

6.16. Accordingly following directions are hereby passed :



- (a) DH(s) are hereby directed to collect and file details of assets including bank accounts, properties (movable / immovable of the JD Company (AHTTL) and its Parent Company APIL) to the extent they are able to collect to enable this Commission to proceed further as per law and under the relevant provisions of Consumer Protection Act, 2019 and CPC for the attachment of the properties of JD Company to satisfy the decree(s) covered under this order.
- (b) Simultaneously, Managing Director / Chief Executive Officer of both AHTTL and APIL are hereby directed to file on affidavit within four weeks, details of all its bank accounts, properties (moveable and immovable) and other assets.
- (c) DH in EA No. 77 of 2021 in CC No. 1951 of 2016 has on 24.08.2021 filed details of various bank accounts and properties of JD Company AHTTL. Registry may write to concerned bank(s) / branch(es) asking them to verify and confirm whether such accounts are in the name of JD Company AHTTL. If yes, they should immediately attach such accounts and intimate balance outstanding in these accounts alongwith statement of account for last six months. Further, they should not allow any further transactions in these accounts without orders from this Commission.
- (d) As regards immovable properties mentioned by DH(s), in EA Nos. 77 of 2021 in CC No. 1951 of 2016, Registry to write to concerned authorities directing them to verify the ownership and encumbrance status of these properties and report within one month. If any of these properties are in the name of AHTTL (JD Company), the concerned authority be directed that the same be attached immediately.

6.17. As regards liability of Directors / key managerial personnel of JD Company (AHTTL) are concerned, it is made clear that in view of the judgment of Hon'ble Supreme Court dated 17.01.2024 in **Ansal Crown Heights Flat**



Buyers Association (Regd.) (supra) and Ansal Crown Heights Flat Buyers Association (regd.) (supra) dated 12.01.2026 and this Commission's order dated 04.02.2026 in Dinesh Dua (supra), such Directors are not liable for action under section 71 of Consumer Protection Act, 2019. Hence, their personal assets / bank accounts / properties etc cannot be attached as they are not personally liable for the satisfaction of the decree against the Company whose directors / key managerial personnels they are. However, keeping in view our order dated 04.02.2026 in Dinesh Dua (supra), they are liable for action under section 72 of the Consumer Protection Act, 2019. Hence, action against all the Directors / key managerial personnels of JD Company (AHTTL) under section 72 of Consumer Protection Act, 2019 shall continue.

6.18. As these Directors / key managerial personnels of JD Company (AHTTL) despite repeated directions, have not been appearing before this Commission, Registry shall immediately issue fresh non-bailable arrest warrants against these 8 persons named below, through the concerned SHO(s) of Police Station (s) with direction to arrest and produce them before this Commission for further appropriate directions.

1. Ms. Shivani Saxena - Company Secretary
2. Mr. Mohammad Aleem - Director
3. Mr. Harpal Yadav - Director
4. Mr. Wajid Ali - Director
5. Mr. Tasleem Sidiqi - Director
6. Mr. Vidyapati Mishra - Director
7. Mr. Shriram - Director
8. Mr. Banti - Director

6.19. Further, the Authorised Representative of AHTTL Mr. Arvind Kumar Pundhir, who appeared on certain occasions before the Commission and



gave certain assurances, but failed to fulfil the same and have not appeared on the next date(s). Hence, Registry shall also issue bailable arrest warrants against him through the concerned SHO of Police Station with directions to release him on personal bond of Rs.5.00 lakhs for appearance on next date.

6.20. In the meanwhile, DH(s) may also make efforts to locate the current whereabouts of above stated 8 directors / key managerial personnels of JD Company (AHTTL) and file with the Registry.

6.21. Further, as the Parent Company prepare its consolidated accounts including that of its subsidiaries, they are supposed to know the whereabouts of the management of its subsidiary companies, in particular, its Managing Director / Chief Executive Officer and other directors, accordingly, we also direct the APIL, through its Chairman and Whole Time Director, as well as through Managing Director / Chief Executive Director, to file with the Registry, within two weeks, details of all the directors / key managerial personnels of its subsidiary company AHTTL (JD Company) alongwith complete details of its current Managing Director / Chief Executive Officer (by whatever name called) as well as the authorised representative of AHTTL.

6.22. In addition, DH(s) may also locate and file details of present Managing Director, Authorised Representative and other Directors / key managerial personnels of JD Company (AHTTL), other than 8 to whom notices have already been issued, if any, to enable this Commission to take appropriate action against them also.

6.23. We have already decided to lift / pierce the corporate veil between the JD Company (AHTTL) and its parent Company (APIL), making it liable for the acts of omission and Commission of its subsidiary Company (AHTTL) and for satisfaction of the decree(s) against AHTTL. However, as till date, considering that APIL was claimed to be under IBC process and moratorium by NCLT, no formal notice was issued to APIL as such.(notice was issued to IRP of APIL). Now that APIL's IBC process and moratorium is restricted only to some project(s) and the project covered under the present decree(s) is not covered under moratorium, we hereby



direct notice to the current Chairman Mr. Pranav Ansal and Managing Director / CEO of APIL, and Mr. Abdul Sami, Company Secretary of APIL (in their official capacity) to enter appearance before this Commission on behalf of the Company (APIL) and Show Cause why action under section 71 of Consumer Protection Act, 2019 not be taken against APIL for satisfaction of decree (s) against AHTTL by attaching the assets of APIL. Registry to immediately issue formal notices to the Chairman, Managing Director / Chief Executive Officer and Company Secretary of APIL. Fresh notice be issued to RP/IRP of APIL as well for appearance before this Commission on the next date to assist the Commission.

6.24. As regard liability of Directors / key managerial personnels of APIL is concerned, keeping in view the order of the Hon'ble Supreme Court dated 17.01.2024 in **Ansal Crown Heights Flat Buyers Association (Regd.)** (supra) and **Ansal Crown Heights Flat Buyers Association (regd.)** (supra) dated 12.01.2026 and our order dated 04.02.2026 in **Dinesh Dua (supra)** and considering our decision that even Directors / Key managerial personnels of JD Company (AHTTL) cannot be personally liable and action under section 71 of Consumer Protection Act, 2019 cannot be taken against them, **we hold that Directors / key managerial personnels of even the parent company (APIL) are not personally liable for satisfaction of decree(s) against AHTTL. Hence their personal assets / bank account(s)/ property(ies) cannot be attached for satisfaction of such decree(s) and action under Section 71 of Consumer Protection Act, 2019 cannot be taken against such Directors / key managerial personnels of APIL Company.**

6.25. However, we having decided to lift / pierce the corporate veil of JD Company (AHTTL) and its parent Company (APIL), **current Directors / key managerial personnels of parent Company (APIL) are liable for action under section 72 of Consumer Protection Act, 2019 provided they are otherwise held liable.**

6.26. In the paras that follow we will decide on the liability of 8 directors / key managerial personnels of APIL under section 72 of the Consumer Protection Act,



2019, keeping in view their reply, written submissions, oral submissions made during the hearing, as well as submissions of DH(s), which have already been given in the preceding paras of this order.

6.27 As we are considering the liability of directors / key managerial personnels of parent Company in view our decision to lift / pierce the Corporate veil between APIL (parent company) and AHTTL (JD Company-subsidiary of APIL), and considering that decree(s) per se was / were not against the APIL, but against AHTTL and these 8 directors / key managerial personnels are /were not the directors / key managerial personnels of AHTTL and that APIL is now being made liable to satisfy the decree (s) against AHTTL, the erstwhile directors / key managerial personnels of APIL and / or erstwhile independent directors of APIL and / or erstwhile Managing Director / Chief Executive Officer / Chief Financial Officer of APIL cannot be held liable for action under section 72 of Consumer Protection Act, 2019. Only the current directors / key managerial personnels of APIL (parent Company), including the current Chairman and Whole Time Director and current Managing Director / Chief Executive Officer and current Company Secretary are liable for action under section 72 of the Consumer Protection Act, 2019. Hence, we hold that :

(a) Mr. Pranav Ansal, being the current Chairman and Whole Time Director of APIL is liable for action under section 72 of Consumer Protection Act, 2019.

(b) Mr. Abdul Sami, the current Company Secretary of APIL being falling in the category of key managerial personnel of the Company (though not a director of the Company) is liable for action under section 72 of Consumer Protection Act.

(c) Mr Prashant Kumar currently not being the Chief Financial Officer of APIL, having resigned on 04.04.2025, is not liable for action under section 72 of the Consumer Protection Act, 2019.



(d) Mr. Sandeep Kohli, currently not being the director / key managerial personnel of APIL, having resigned on 23.03.2024, is not liable for action under section 72 of Consumer Protection Act, 2019

(e) Mr. Anoop Sethi, currently not being the director / key managerial personnel of APIL, having resigned on 14.03.2023, is not liable for action under section 72 of Consumer Protection Act, 2019

(f) Mr. Jagath Chandra, Mr. Satish Chandra and Mr. Kulamani Biswal, currently not being the directors / key managerial personnels of APIL, are not liable for action under section 72 of Consumer Protection Act, 2019

(g) Current Managing Director or Chief Executive Officer (by whatever designation called) would also be liable for action under section 72 of Consumer Protection Act, 2019.

(h) Current directors / other key managerial personnels of APIL would also be liable for action under section 72 of Consumer Protection Act, 2019; unless they establish before us that they are not otherwise liable (like independent directors etc.)

(i) Erstwhile directors / key managerial personnels of APIL, who ceased to be such directors / key managerial personnels of APIL as on date of this order, shall not be liable for action under section 72 of Consumer Protection Act, 2019. Hence following 6 persons are not liable for action under section 72 of Consumer Protection act, 2019 and are, hereby, discharged from further proceedings in the present cases :

1. Sandeep Kohli
2. Anoop Sethi
3. Prashant Kumar
4. Satish Chandra
5. Kulamani Biswal



6. Jagath Chandra

6.28. In the present case out of 8 Directors / key managerial personnels of APIL, we have already decided in preceding paras that 6 Directors / key managerial personnels, except Mr. Pranav Ansal, the current Chairman and Whole Time Director and Mr. Adbul Sami, Company Secretary are not liable. Hence, we hold that Mr. Pranav Ansal, the current Chairman and Whole Time Director of APIL and Mr. Abdul Sami, Company Secretary of APIL are liable for action under section 72 of Consumer Protection Act. However, we grant another month's time to APIL, the parent Company and AHTTL, (the JD Company), to satisfy the decree(s) covered under this order, failing which, after the expiry of one month, proceedings under section 72 of Consumer Protection Act, 2019 shall follow against the current directors / key managerial personnels of APIL, including its current Managing Director / Chief Executive Officer and current Chairman and Whole Time Director Mr. Pranav Ansal, and Mr. Abdul Sami, current Company Secretary, whose liability has already been decided in the preceding paras after hearing them.

6.29. In addition, we have held that current Managing Director / CEO of APIL is also liable for action under section 72 of Consumer Protection Act, 2019. Hence, we hereby issue notice to the current Managing Director / Chief Executive officer of APIL, to Show Cause why action under section 72 of Consumer Protection Act, 2019 should not be taken against him. He should file his reply on affidavit within four weeks from today. Although Mr. Sandeep Kohli and Mr. Anoop Sethi in their reply has stated that Mr. Dheeraj Goel is currently the Managing Director / Chief Executive Officer of APIL, DH(s) may reverify the same as per MCA records and inform the Registry within one week to enable the Registry to send notice to him for showing cause and appearance on the next date.

6.30. Similarly, DH(s) may collect details of other current Directors and Key Managerial Personnels of APIL as per MCA records and file with Registry, to



enable the Registry to issue notices to them as well for showing cause why action under section 72 of Consumer Protection Act, 2019 not be taken against them.

6.31. We also hereby direct maintenance of status quo with respect to assets of APIL and direct APIL through its Chairman and Whole Time Director Mr. Pranav Ansal and the current Managing Director / Chief Executive Officer of APIL not to create any third party rights or deal with or dispose off any of its assets / properties (movable / immovable), in any manner, whatsoever, till further orders from this Commission (including any action for transfer of the shareholding etc). It is hereby clarified that this interim order of maintaining status quo is with respect to the assets / properties of the Company only i.e. APIL and not of personal assets / properties of its Directors / key managerial personnels / Chairman/ Managing Director / Chief Executive Officer.

7. Let the cases come up for further hearing on date already fixed 29.04.2026.

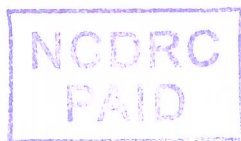
Sd/-

.....
(DR. INDER JIT SINGH)
PRESIDING MEMBER

Sd/-

.....
(DR. SUDHIR KUMAR JAIN, J.)
MEMBER

Babita/Am/CAV



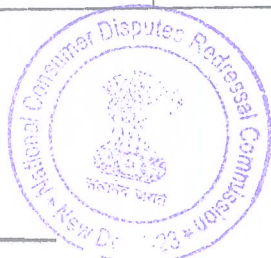
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Rishu
08/04/2026

Details of EAs

Sr. No	EA No.	CC No.	Date of Decree	Name of Decree Holder	Remarks
1.	2	3	4	5	6
1	77/2021	CC/1951/2016	16.10.2020	Prem Prakash Rajpurohit & Ors.	
2	78/2021	CC/1951/2016	16.10.2020	Prem Prakash Rajpurohit & Ors.	
3	327/2023	CC/1951/2016	16.10.2020	Babita Gupta	
4	167/2025	CC/1951/2016	16.10.2020	Pramod Kumar & Anr.	
5	168/2025	CC/1951/2016	16.10.2020	Pradeep Kumar Srivastava & Anr.	
6	224/2022	CC/2470/2017	11.03.2022	Swaranjeet Kaur & Anr.	
7	233/2022	CC/2470/2017	11.03.2022	Krishna Kumar Ghatia	
8	239/2022	CC/2470/2017	11.03.2022	Deepak Joshi & Anr.	
9	242/2022	CC/2470/2017	11.03.2022	Rashmi Manshani	
10.	244/2022	CC/2470/2017	11.03.2022	Jaya Richa	
11	246/2022	CC/2470/2017	11.03.2022	Victor D'Souza & Anr.	
12	247/2022	CC/2470/2017	11.03.2022	Ashish Srivawstava	
13	266/2022	CC/2470/2017	11.03.2022	Mhendra Pratap Singh Manral & Anr.	
14	288/2022	CC/2470/2017	11.03.2022	Devendra Kumar	
15	289/2022	CC/2470/2017	11.03.2022	Mukesh Kumar Tyagi	
16	290/2022	CC/2470/2017	11.03.2022	Poonam Kishor	
17	291/2022	CC/2470/2017	11.03.2022	Sudhanshu Tyagi	
18	292/2022	CC/2470/2017	11.03.2022	Lt.Col.H.C.Joshi & Anr.	
19	293/2022	CC/2470/2017	11.03.2022	Dr.Mahesh Chandra Joshi & Anr.	
20	320/2022	CC/2470/2017	11.03.2022	Shahina Alam & Anr.	
21	359/2022	CC/2470/2017	11.03.2022	Manish Kumar	
22	372/2022	CC/2470/2017	11.03.2022	Vishal Sodhi & Ors.	
23	404/2022	CC/2470/2017	11.03.2022	Mohammad Irfan	
24	419/2022	CC/2470/2017	11.03.2022	Iqbal Ahmad & Anr.	



25	435/2022	CC/2470/2017	11.03.2022	Mohd.Azam Abbasi	
26	455/2022	CC/2470/2017	11.03.2022	Mini Meher & Ors.	
27	536/2022	CC/2470/2017	11.03.2022	Balendra Pratap Singh	
28	171/2023	CC/2470/2017	11.03.2022	Manan Sharma	
29	234/2023	CC/2470/2017	11.03.2022	Suresh Kumar Vadhvani	
30	639/2023	CC/2470/2017	11.03.2022	Vivek Goel	
31	916/2023	CC/2470/2017	11.03.2022	Zeba Azmi & Anr.	
32	86/2024	CC/2470/2017	11.03.2022	Ajeet Nath Pandey	
33	87/2024	CC/2470/2017	11.03.2022	Kharati Lal Magoo	
34	101/2024	CC/2470/2017	11.03.2022	Kunjumole Varghese	
35	364/2022	CC/2456/2022	22.11.2021	Shradha Anand & Ors.	
36	393/2022	CC/2456/2022	22.11.2021	Vimal Kumar Mishra	
37	394/2022	CC/2456/2022	22.11.2021	Ajay Mehra & Anr.	
38	395/2022	CC/2456/2022	22.11.2021	Arun Kumar Singh & Anr.	
39	397/2022	CC/2456/2022	22.11.2021	Seyed Faiz Hayat & Anr.	
40	421/2022	CC/2456/2022	22.11.2021	Iftikhar Ali Gaur	
41	423/2022	CC/2456/2022	22.11.2021	Naveen Bahukhandi	
42	426/2022	CC/2456/2022	22.11.2021	Samkeeda Farhat	
43	439/2022	CC/2456/2022	22.11.2021	V.L.Renga Hriler & Anr.	
44	440/2022	CC/2456/2022	22.11.2021	Saroj Kumar Mohanty & Anr.	
45	441/2022	CC/2456/2022	22.11.2021	Juned Alam	
46	442/2022	CC/2456/2022	22.11.2021	Rupam Chakraborty	
47	443/2022	CC/2456/2022	22.11.2021	Raj Kishor Singh	
48	444/2022	CC/2456/2022	22.11.2021	Sudhir Gupta	
49	445/2022	CC/2456/2022	22.11.2021	Upendra Choudhury	
50	446/2022	CC/2456/2022	22.11.2021	Umesh Singh & Anr.	
51	447/2022	CC/2456/2022	22.11.2021	Shashi Bahuguna	
52	448/2022	CC/2456/2022	22.11.2021	Pawan Malik & Anr.	
53	449/2022	CC/2456/2022	22.11.2021	Sushila Sarkar & Anr.	
54	450/2022	CC/2456/2022	22.11.2021	Harbans Lal	



55	451/2022	CC/2456/2022	22.11.2021	Ravi Prakash	
56	452/2022	CC/2456/2022	22.11.2021	Archana Sharma	
57	538/2022	CC/2456/2022	22.11.2021	Devjit Ghosh & Anr.	
58	539/2022	CC/2456/2022	22.11.2021	Meera Singh	
59	541/2022	CC/2456/2022	22.11.2021	Deepak Singh & Anr.	
60	542/2022	CC/2456/2022	22.11.2021	Krishna Kumar Omar	
61.	124/2023	CC/2456/2022	22.11.2021	Shradha Anand & Ors.	
62	186/2022	CC/2456/2022	22.11.2021	Suresh Rathore	
63	187/2022	CC/2456/2022	22.11.2021	Sanjeev Barkataki & Anr.	
64	642/2023	CC/2456/2022	22.11.2021	Nitesh Singh	
65	644/2023	CC/2456/2022	22.11.2021	Ritesh Kumar Singh	
66	370/2024	CC/2456/2022	22.11.2021	Sandeep Sharma through LR Neeta Sharma	
67	371/2024	CC/2456/2022	22.11.2021	Ravi Kant Sharma	
68	413/2024	CC/2456/2022	22.11.2021	Meghmala Das & Anr.	
69	16/2025	CC/2456/2022	22.11.2021	Sumit Chaturvedi	
70	52/2025	CC/2456/2022	22.11.2021	Ambuj Krishna Narain	

