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W.P. No.19362/2026

**IN THE HIGH COURT OF MADHYA PRADESH  
AT INDORE**

**BEFORE**

**HON'BLE SHRI JUSTICE JAI KUMAR PILLAI**

**WRIT PETITION No.19362 of 2026**

**ON 27<sup>th</sup> May, 2026**

***PUSHP RATNA REALTY PVT. LTD.***

*Versus*

***MR. KAMAL NAYAN MISHRA AND OTHERS***

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**Appearance:**

***Shri Vishal J. Dave - Advocate for the petitioner.***

***Shri D.S. Chouhan - (GA) appearing on behalf of Advocate  
General/Respondent No.9/State.***

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**ORDER**

Generally this Court is not inclined to hear the matter without notice and a reply from the respondent. However, since an



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innocuous prayer was made by the petitioner, and upon the petitioner addressing the Court's concerns regarding maintainability, this Court is *prima facie* satisfied with the legal position involved. The availability of an alternative efficacious remedy does not operate as an absolute bar, especially when the impugned proceedings are alleged to be wholly without jurisdiction and in direct contravention of a statutory embargo.

**2.** The present petition under Article 226 of the Constitution of India has been instituted by the Petitioner Company, Pushp Ratna Realty Pvt. Ltd. (Corporate Debtor in its new avatar), through its Successful Resolution Applicant. The petition is filed to seek prohibitions, directions, and protections in favour of the petitioner against multiple maliciously initiated proceedings post the approval of the Resolution Plan.

**3.** The core relief sought by the petitioner is the quashing and setting-aside of various pending cases, suits, and complaints initiated by erstwhile stakeholders, shareholders, and their relatives. The petitioner contends that these proceedings are in the teeth of the statutory embargo under Section 32A, Section 31, Section 231, and Section 238 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as "IBC, 2016"), and seeks protection



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pursuant to the order dated 09.03.2026 passed by the National Company Law Tribunal (NCLT), Indore.

**Facts of the Case**

4. The real estate project named “Lush by Pushparatna” was commenced by the erstwhile management of the Petitioner Company in the year 2009-10. All requisite permissions, approvals, and conveyances were executed during that period. Since 2010, allotment letters were issued to numerous homebuyers. Subsequently, *inter-se* disputes arose among the erstwhile shareholders and management, leading to multiple litigations, arbitration proceedings, lodging of FIRs, and detailed departmental investigations.

5. Due to the disputes, the project remained incomplete, causing immense hardship to the homebuyers. Consequently, Corporate Insolvency Resolution Process (CIRP) was initiated against the Petitioner Company before the NCLT, Indore Bench, vide order dated 16.10.2024. A statutory moratorium was immediately declared under Section 14 of the IBC, 2016, prohibiting the institution or continuation of suits, and the transfer, encumbrance, or disposal of any assets of the Corporate Debtor.



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6. The initiation of the CIRP was challenged by rival groups of the erstwhile management before the Hon'ble National Company Law Appellate Tribunal (NCLAT), New Delhi, and subsequently before the Hon'ble Supreme Court of India. These appeals were dismissed vide common orders dated 20.05.2025 and 23.06.2025 respectively, thereby upholding the CIRP. Further, a Division Bench of this Hon'ble Court, vide order dated 30.06.2025 in Writ Appeal No. 1289 of 2025, held Respondent No.2 guilty of contempt and declared him a chronic litigant.

7. The Resolution Plan submitted by the Successful Resolution Applicant was ultimately approved by the NCLT, Indore, vide order dated 09.03.2026. The possession of the assets of the Corporate Debtor was handed over to the Successful Resolution Applicant on a clean-slate basis to commence the project and deliver homes to the awaiting homebuyers. An interlocutory application (IA No.260 of 2025) filed by some respondents attempting to hinder the approval was also dismissed by the NCLT by a speaking order on the same date.

8. Following the approval of the Resolution Plan, it came to the knowledge of the new management that several cases (including RCS A/425/2026, MJC AV/62/2024, AC/128/2024, Q/R-1/2026, MJC AV/71/2024, MJC AV/181/2026, and B-121/26-27) were



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maliciously instituted or continued by the erstwhile management and their relatives across various forums in Indore. Notably, on 15.05.2026, VI Civil Judge, Junior Division, Indore, passed an order in RCS-A/425/2026 directing that any alienation of suit land would be affected by lis-pendens under Section 52 of the Transfer of Property Act.

### **Contentions of the Petitioner**

**9.** The petitioner contends that the impugned actions of the respondents in continuing or initiating multiple proceedings are ex facie illegal, arbitrary, and violative of Article 14 of the Constitution of India. It is urged that upon the approval of the Resolution Plan under Section 31 of the IBC, 2016, the plan becomes binding on all stakeholders, and the liability of the Corporate Debtor for any acts committed prior to the commencement of the CIRP entirely ceases.

**10.** The petitioner specifically relies upon Section 32-A of the IBC, 2016, which grants complete immunity to the Corporate Debtor and its new management from prosecution for prior offences once the management changes pursuant to an approved resolution plan. It is further argued that by virtue of Section 238 of the IBC, 2016, the provisions of the Code have an overriding effect over all



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other laws, rendering any collateral civil or revenue proceedings non-maintainable.

**11.** The petitioner submits that all claims, disputes, and liabilities arising prior to the approval of the Resolution Plan stand extinguished. The continuation of these proceedings amounts to an impermissible collateral attack on the approved Resolution Plan, intended to derail the process and extract unlawful gains. The petitioner highlights that any such proceeding is an indirect challenge, relying on the judgment in **National Spot Exchange Ltd v. Anil Kohli (2022) 11 SCC 761**, where it was held:

“11. We are afraid what cannot be done directly considering the statutory provisions cannot be permitted to be done indirectly, while exercising the powers under Article 142 of the Constitution of India.”

**12.** Lastly, the petitioner contends that Section 231 of the IBC bars the jurisdiction of Civil Courts in matters where the NCLT is empowered to pass orders. As there is no efficacious alternative remedy against this multiplicity of proceedings, the petitioner was compelled to invoke the extraordinary writ jurisdiction of this Court to protect the implementation of the Resolution Plan and the interests of the homebuyers.



**Analysis and Conclusion**

**13.** This Court has carefully considered the submissions advanced and perused the record. At the threshold, regarding the maintainability of the present Writ Petition, this Court finds force in the reliance placed by the petitioner on the judgment of the Hon'ble Supreme Court in the case of **Whirlpool Corporation vs. Registrar of Trade Marks, Mumbai & Ors. (1998) 8 SCC 1**. The availability of an alternative remedy does not operate as an absolute bar, especially when the impugned proceedings are alleged to be wholly without jurisdiction and in direct contravention of a statutory embargo.

**14.** The controversy at hand revolves around the statutory immunity granted to a Corporate Debtor in its new avatar post the approval of a Resolution Plan. To appreciate this, it is imperative to reproduce Section 32A of the IBC, 2016, which reads as under :-

“32-A. Liability for prior offences, etc.—

(1) Notwithstanding anything to the contrary contained in this Code or any other law for the time being in force, the liability of a corporate debtor for an offence committed prior to the commencement of the corporate insolvency resolution process shall cease, and the corporate debtor shall not be prosecuted for such an offence from the date the resolution plan has been



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approved by the Adjudicating Authority under Section 31, if the resolution plan results in the change in the management or control of the corporate debtor to a person who was not—

(a) a promoter or in the management or control of the corporate debtor or a related party of such a person; or

(b) a person with regard to whom the relevant investigating authority has, on the basis of material in its possession, reason to believe that he had abetted or conspired for the commission of the offence, and has submitted or filed a report or a complaint to the relevant statutory authority or Court:

Provided that if a prosecution had been instituted during the corporate insolvency resolution process against such corporate debtor, it shall stand discharged from the date of approval of the resolution plan subject to requirements of this sub-section having been fulfilled:

Provided further that every person who was a “designated partner” as defined in clause (j) of Section 2 of the Limited Liability Partnership Act, 2008 (6 of 2009), or an “officer who is in default”, as defined in clause (60) of Section 2 of the Companies Act, 2013 (18 of 2013), or was in any manner in charge of, or responsible to the corporate debtor for the conduct of its business or associated with the corporate debtor in any manner and who was directly or indirectly involved in the commission of such offence as per the report submitted or complaint filed by the investigating authority, shall continue to be liable to be



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prosecuted and punished for such an offence committed by the corporate debtor notwithstanding that the corporate debtor's liability has ceased under this sub-section.

(2) No action shall be taken against the property of the corporate debtor in relation to an offence committed prior to the commencement of the corporate insolvency resolution process of the corporate debtor, where such property is covered under a resolution plan approved by the Adjudicating Authority under Section 31, which results in the change in control of the corporate debtor to a person, or sale of liquidation assets under the provisions of Chapter III of Part II of this Code to a person, who was not—

(i) a promoter or in the management or control of the corporate debtor or a related party of such a person; or

(ii) a person with regard to whom the relevant investigating authority has, on the basis of material in its possession reason to believe that he had abetted or conspired for the commission of the offence, and has submitted or filed a report or a complaint to the relevant statutory authority or Court.

Explanation. — For the purposes of this sub-section, it is hereby clarified that,—

(i) an action against the property of the corporate debtor in relation to an offence shall include the attachment, seizure, retention or confiscation of such property under such law as may be applicable to the corporate debtor;



(ii) nothing in this sub-section shall be construed to bar an action against the property of any person, other than the corporate debtor or a person who has acquired such property through corporate insolvency resolution process or liquidation process under this Code and fulfils the requirements specified in this section, against whom such an action may be taken under such law as may be applicable.

(3) Subject to the provisions contained in sub-sections (1) and (2), and notwithstanding the immunity given in this section, the corporate debtor and any person who may be required to provide assistance under such law as may be applicable to such corporate debtor or person, shall extend all assistance and co-operation to any authority investigating an offence committed prior to the commencement of the corporate insolvency resolution process.”

**15.** Furthermore, the legislative scheme vests the IBC with an overriding effect over all other statutes. Section 238 of the IBC, 2016 is reproduced below :-

“238. Provisions of this Code to override other laws.—

The provisions of this Code shall have effect, notwithstanding anything inconsistent therewith contained in any other law for the time being in force or any instrument having effect by virtue of any such law.”



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**16.** A conjoint reading of Sections 31, 32A, and 238 makes it unequivocally clear that once a Resolution Plan is approved by the NCLT, the Corporate Debtor undergoes a "clean slate" transition. The intent of the legislature is to ensure that a Successful Resolution Applicant is not saddled with surprise claims, prior liabilities, or legacy litigations that could frustrate the very objective of reviving the Corporate Debtor. The continuation of pre-resolution claims in collateral forums directly militates against this statutory protection.

**17.** This Court finds substantial merit in the reliance placed by the petitioner on the authoritative pronouncements of the Hon'ble Supreme Court in **Ghanshyam Mishra and Sons Private Limited vs Edelweiss Asset Reconstruction Company Limited - (2021) 9 SCC 657, JSW Steel Limited vs Pratishta Thakur Haritwal & Ors - 2025 SCC OnLine SC 672, and Vaibhav Goel vs Deputy Commissioner of Income Tax and Another - 2025 SCC OnLine SC 592.** These decisions categorically hold that all claims and dues not forming part of the approved Resolution Plan stand unconditionally extinguished, and no person is entitled to initiate or continue any proceedings in respect thereof.

**18.** Furthermore, the initiation and continuation of civil and revenue proceedings across various forums, post the approval of the



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Resolution Plan, constitute an impermissible indirect challenge to the finality of the NCLT's order. As rightly relied upon by the petitioner in **National Spot Exchange Ltd v. Anil Kohli, Resolution Professional for Dunar Foods Limited - (2022) 11 SCC 761**, the Hon'ble Supreme Court has settled the position that "what cannot be done directly considering the statutory provisions cannot be permitted to be done indirectly".

19. The law in this regard is well settled by the Hon'ble Supreme Court. In **Ghanashyam Mishra & Sons (P) Ltd. v. Edelweiss Asset Reconstruction Co. Ltd., (2021) 9 SCC 657**, the Hon'ble Supreme Court held:

*“68. All these details are required to be contained in the information memorandum so that the resolution applicant is aware as to what are the liabilities that he may have to face and provide for a plan, which apart from satisfying a part of such liabilities would also ensure, that the corporate debtor is revived and made a running establishment. The legislative intent of making the resolution plan binding on all the stakeholders after it gets the seal of approval from the adjudicating authority upon its satisfaction, that the resolution plan approved by CoC meets the requirement as referred to in sub-section (2) of Section 30 is that after the approval of the resolution plan, no surprise claims should be flung on the successful resolution applicant. The dominant purpose is that he should start with fresh slate on the basis of the resolution plan approved.*



*69. This aspect has been aptly explained by this Court in Essar Steel (India) Ltd. (CoC) [Essar Steel (India) Ltd. (CoC) v. Satish Kumar Gupta, (2020) 8 SCC 531 : (2021) 2 SCC (Civ) 443] : (SCC p. 616, para 107)*

*“107. For the same reason, the impugned NCLAT judgment in Standard Chartered Bank v. Satish Kumar Gupta [Standard Chartered Bank v. Satish Kumar Gupta, 2019 SCC OnLine NCLAT 388] in holding that claims that may exist apart from those decided on merits by the resolution professional and by the adjudicating authority/Appellate Tribunal can now be decided by an appropriate forum in terms of Section 60(6) of the Code, also militates against the rationale of Section 31 of the Code. A successful resolution applicant cannot suddenly be faced with “undecided” claims after the resolution plan submitted by him has been accepted as this would amount to a hydra head popping up which would throw into uncertainty amounts payable by a prospective resolution applicant who would successfully take over the business of the corporate debtor. All claims must be submitted to and decided by the resolution professional so that a prospective resolution applicant knows exactly what has to be paid in order that it may then take over and run the business of the corporate debtor. This the successful resolution applicant does on a fresh slate, as has been pointed out by us hereinabove. For these reasons, NCLAT judgment [Standard Chartered Bank v. Satish Kumar Gupta, 2019 SCC OnLine NCLAT 388] must also be set aside on this count.”*



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20. Further, reiterating this definitive legal framework, the Hon'ble Supreme Court in **JSW Steel Ltd. v. Pratishtha Thakur Haritwal, (2025) 9 SCC 673, observed:**

*“27. Though the judgment is titled as “Ghanashyam Mishra & Sons (P) Ltd. through the Authorised Signatory v. Edelweiss Asset Reconstruction Co. Ltd. through the Director & Others”, this Court was seized of a batch of cases and the case of the present petitioner was very much up for consideration in the said batch of cases.*

*28. The petitioner Company had filed Writ Petition (Civil) No. 1177 of 2020 (Monnet Ispat & Energy Ltd. & Another v. State of Odisha & Another). This Court after considering various judgments of this Court, at length, on the issue answered the questions as under: (Ghanashyam Mishra case [Ghanashyam Mishra & Sons (P) Ltd. v. Edelweiss Asset Reconstruction Co. Ltd., (2021) 9 SCC 657 : (2021) 4 SCC (Civ) 638 : (2021) 91 GSTR 28 : (2021) 227 Comp Cas 251] , SCC p. 716, para 102)*

*“102. In the result, we answer the questions framed by us as under:*

*102.1. That once a resolution plan is duly approved by the adjudicating authority under sub-section (1) of Section 31, the claims as provided in the resolution plan shall stand frozen and will be binding on the corporate debtor and its employees, members, creditors, including the Central Government, any State Government or any local authority, guarantors*



*and other stakeholders. On the date of approval of resolution plan by the adjudicating authority, all such claims, which are not a part of resolution plan, shall stand extinguished and no person will be entitled to initiate or continue any proceedings in respect to a claim, which is not part of the resolution plan.*

*102.2. The 2019 Amendment to Section 31 of the I&B Code is clarificatory and declaratory in nature and therefore will be effective from the date on which the I&B Code has come into effect;*

*102.3. Consequently all the dues including the statutory dues owed to the Central Government, any State Government or any local authority, if not part of the resolution plan, shall stand extinguished and no proceedings in respect of such dues for the period prior to the date on which the adjudicating authority grants its approval under Section 31 could be continued.*

*(emphasis supplied)*

*29. It is thus clear that this Court in unequivocal terms held that all such claims which are not a part of the resolution plan, shall stand extinguished and no person will be entitled to initiate or continue any proceedings in respect to a claim, which is not part of the resolution plan. The Court further held that the 2019 Amendment to Section 31 of the Code is clarificatory and declaratory in nature and therefore will be effective from the date on which the Code has come into effect. The Court clearly held that all the dues including the statutory dues owed to the Central Government, or any State Government or any local*



*authority, if not part of the resolution plan, shall stand extinguished and no proceedings in respect of such dues for the period prior to the date on which the adjudicating authority grants its approval under Section 31 could be continued.*

**30.** *Insofar as the present petitioner is concerned, the Court considered its case in paras 133 to 140. It will be relevant to refer to para 140, which reads as under: (Ghanashyam Mishra case [Ghanashyam Mishra & Sons (P) Ltd. v. Edelweiss Asset Reconstruction Co. Ltd., (2021) 9 SCC 657 : (2021) 4 SCC (Civ) 638 : (2021) 91 GSTR 28 : (2021) 227 Comp Cas 251] , SCC p. 727)*

*“140. ... We hold and declare, that the respondents are not entitled to recover any claims or claim any debts owed to them from the corporate debtor accruing prior to the transfer date. Needless to state, that the consequences thereof shall follow.”*

**34.** *It can thus be seen that in view of clear pronouncement of law by this Court, all the dues of any of the stakeholders including the statutory dues owed to the Central Government, any State Government or any local authority, which were not part of the resolution plan, stood extinguished from the date on which the resolution plan stood approved.*

**35.** *It is to be noted that even much prior to the judgment of this Court in Ghanashyam Mishra [Ghanashyam Mishra & Sons (P) Ltd. v. Edelweiss Asset Reconstruction Co. Ltd., (2021) 9 SCC 657 : (2021) 4 SCC (Civ) 638 : (2021)*



*91 GSTR 28 : (2021) 227 Comp Cas 251] , a three-Judge Bench of this Court in Essar Steel India Ltd. (CoC) v. Satish Kumar Gupta [Essar Steel India Ltd. (CoC) v. Satish Kumar Gupta, (2020) 8 SCC 531 : (2021) 2 SCC (Civ) 443 : (2020) 219 Comp Cas 97] has observed thus: (Satish Kumar Gupta case [Essar Steel India Ltd. (CoC) v. Satish Kumar Gupta, (2020) 8 SCC 531 : (2021) 2 SCC (Civ) 443 : (2020) 219 Comp Cas 97] , SCC p. 616, para 107)*

*“107. For the same reason, the impugned NCLAT judgment [Standard Chartered Bank v. Satish Kumar Gupta, (2020) 219 Comp Cas 15 : 2019 SCC OnLine NCLAT 388] in holding that claims that may exist apart from those decided on merits by the resolution professional and by the adjudicating authority/Appellate Tribunal can now be decided by an appropriate forum in terms of Section 60(6) of the Code, also militates against the rationale of Section 31 of the Code. A successful resolution applicant cannot suddenly be faced with “undecided” claims after the resolution plan submitted by him has been accepted as this would amount to a hydra head popping up which would throw into uncertainty amounts payable by a prospective resolution applicant who would successfully take over the business of the corporate debtor. All claims must be submitted to and decided by the resolution professional so that a prospective resolution applicant knows exactly what has to be paid in order that it may then take over and run the business of the corporate debtor. This the successful resolution applicant does on a fresh slate, as has been pointed out by us hereinabove. For these*



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*reasons, NCLAT judgment [Standard Chartered Bank v. Satish Kumar Gupta, (2020) 219 Comp Cas 15 : 2019 SCC OnLine NCLAT 388] must also be set aside on this count.”*

*(emphasis supplied)*

**21.** It can thus be seen that in view of clear pronouncement of law by this Court, all the dues of any of the stakeholders including the statutory dues owed to the Central Government, any State Government or any local authority, which were not part of the resolution plan, stood extinguished from the date on which the resolution plan stood approved.

**22.** In view of the clear legal position established by the Hon’ble Apex Court, the following is observed :-

(i) The Corporate Debtor in its new Avatar with new management/control enjoys the protection available under Section 31 (more particularly sub-section 5 and 6), 231 and 238 IBC, 2016.

(ii) Order dated 09/03/2026 passed by NCLT of approval of resolution plan no proceeding is maintainable for ascertaining prior plans over the assets of the Corporate Debtor whether pending or fresh within the prescribed time as contemplated under



the IBS, 2016.

(iii) These statutory protection extends even to the permissions already obtained by the Corporate Debtor prior to the approval.

(iv) Scheme of law upon approval of resolution plan is aimed for revival of the Corporate Debtor as an on-going concerned on a clean slate basis. Resultantly, the resolution plan is binding on all the Government Statutory Authorities as well and effective steps may be taken by such Authority in order to assist in the implementation of the plan to revive the Corporate Debtor which may include speedy approvals as and when required.

(v) In Collateral proceedings instead of filing an appeal under IBC, 2016 or subjecting the Corporate Debtor in its new Avatar to multiply proceedings lacking in *bonafide* are abuse of process of law.

(vi) Without first ascertaining the primary issue of maintainability of any such proceedings, any interim order including observing applicability of *lis pendens*, if passed in any proceedings concerning the effect of



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Corporate Debtor in its new Avatar shall be illegal and void.

**23.** Accordingly, without expressing any opinion on merits of the present petition, the petition is **disposed of** with the following directions:

(i) The concerned Courts/Authorities before whom the impugned proceedings are instituted or pending shall first consider the issue of maintainability in light of the provisions of IBC, 2016 including limitation at the first instance before proceeding further in the matter, in accordance with law and the observation made herein above.

(ii) Liberty is granted to the petitioner to approach the concerned Court/Authority for vacation of adverse interim orders, if any, already passed contrary to the law.

(iii) It is clarified that this Court has not expressed any opinion on merits of the proceedings or order impugned by the petitioner, which shall be decided, in accordance with law and the observation made herein above, in its own merits.

**24.** With the said observation, petition stands **disposed of**.

**25.** Pending applications, if any, shall be **disposed of**

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accordingly.

**(Jai Kumar Pillai)**  
**Judge**

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