

IN THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH, COURT – 1, AHMEDABAD



ITEM No.301
IA/129(AHM)2025
in
CP/33(AHM)2025

Under Rule 11 of NCLT Rules, 2016

IN THE MATTER OF:

Catalyst Trusteeship Limited(Acting in the Capacity as the
Debenture Trustee)

.....Applicant

V/s

.....Respondent

Union of India Ministry of Corporate Affairs Through Regional
Director (Northwestern Region) & Ors

Order delivered on: 11/06/2026

C O R A M:

MR. SHAMMI KHAN, HON'BLE MEMBER (J)
MR. SANJEEV SHARMA, HON'BLE MEMBER (T)

ORDER
(Hybrid Mode)

The case is fixed for pronouncement of order. The order is pronounced in the open court, vide separate sheet.

Sd/-

SANJEEV SHARMA
MEMBER (TECHNICAL)

Sd/-

SHAMMI KHAN
MEMBER (JUDICIAL)



**BEFORE THE ADJUDICATING AUTHORITY
NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH, COURT- I, AHMEDABAD**

**IA No. 129 of 2025
In
CP No. 33 of 2025**

(An application filed under Rule 11 of NCLT Rules, 2016, seeking vacation/modification of the ex-parte order passed by this Hon'ble Tribunal)

In the matter of: Catalyst Trusteeship Limited, (acting in the capacity as the Debenture Trustee)

Catalyst Trusteeship Limited, (acting in the capacity as the Debenture Trustee)

Having its registered office at:
GDA House, Plot No. 85, S. No. 94 & 95,
Bhusari Colony (Right), Paud Road,
Pune - 411038

.... Objector/Applicant

Versus

1. Union of India, Ministry of Corporate Affairs through Regional Director (Northwestern Region)

ROC Bhavan, Opposite Rupal Park Society,
Behind Ankur Bus Stand,
Naranpura, Ahmedabad-380013, Gujarat

2. Gensol Engineering Limited,

Having its registered office at:
15th Floor, A Block,
Westgate Business Bay,
SG Road, Ahmedabad City,
Gujarat-380051

3. Blu-Smart Charge Private Limited,

Having its registered office at
15th Floor, A Block,
Westgate Business Bay,
SG Road, Ahmedabad 380051



- 4. Blu-Smart Fleet Private Limited,**
Having its office at:
15th Floor, A Block,
Westgate Business Bay,
SG Road, Ahmedabad City,
Gujarat – 388051

- 5. Blu-Smart Mobility Limited,**
Having its office at:
15th Floor, A Block,
Westgate Business Bay, SG Road,
Ahmedabad City,
Gujarat - 380051

- 6. Blu-Smart Mobility Tech Private Limited,**
Having its office at:
15th Floor, A Block,
Westgate Business Bay,
SG Road, Ahmedabad City,
Gujarat – 380051

- 7. Blu-Smart Premium Private Limited,**
Having its office at:
15th Floor, A Block,
Westgate Business Bay,
SG Road, Ahmedabad City,
Gujarat – 380051

- 8. Gensol Electric Vehicle Private Limited,**
Having its registered office at:
GAT No. 877,
Next To Mahindra Towers Khed,
Nighoje, Chakan, Pune,
Maharashtra- 410501

- 9. Gensol EV Lease Limited,**
Having its office at:
Westgate Business Bay,
Floor 15, A Block Makarba,
Jodhpur Char Rasta,
Ahmedabad, Gujarat- 380051



10. Go Auto Private Limited,

Having its registered office at:
231, Okhla Industrial Area Phase 1,
South Delhi, New Delhi,
Delhi, India-110220

11. Capbridge Ventures LLP,

Having its office at:
15th Floor, A Block,
Westgate Business Bay, SG Road,
Ahmedabad City,
Gujarat-380051

12. Wellray Solar Industries Private Limited (Ultravera Industries Private Limited),

Having its office at:
C205, Siddhivinayak Business Tower,
Near Kataria Arcade,
Behind DCP Office, Makarba,
S.G. Highway,
Ahmedabad-380051

13. Matrix Gas and Renewable Limited (earlier known as Gensol Renewables Private Limited),

Having its office at:
15th Floor, A Block,
Westgate Business Bay,
SG Ahmedabad City, Road,
Gujarat - 380051

14. Scorpius Trackers Private limited,

Having its registered office at:
Plot No.34J and 34K, Gut No.-
729, Jaywant Estate, Velu,
Taluka Bhor, District
Pune 412205, Maharashtra

15. Param Renewable Energy Private Limited,

Having its registered office at:
15th Floor, A Block,
Westgate Business Bay, SG Road,



Ahmedabad City, Gujarat380051

6. Gensol Utilities Private Limited,

Having its office at:
15th Floor, A Block,
Westgate Business Bay,
SG Road, Ahmedabad City,
Gujarat-380051

17. Go-Solar Ventures Private Limited,

Having its office at:
C-204, Siddhivinayak Tower-C,
Behind DCP Office, Makarba,
Jivraj Park, Ahmedabad City,
Gujarat - 380051

18. Gensol Consultants Private Limited,

Having its registered office at:
Plot No.90 B, Sector-18,
Gurgaon, Haryana-122008

19. Mrs. Jasminder Kaur,

Having its office at:
B-1203, Sorrel Towers,
Apple Woods Township,
S.P. Road, Santhal,
Ahmedabad, Gujarat- 380058

20. Shri Anmol Singh Jaggi,

Having its office at:
B-1203, Sorrel Towers,
Apple Woods township,
S.P. Road, Santhal,
Ahmedabad, Gujarat- 380058

21. Shri Puneet Singh Jaggi,

Having its registered office at:
B-1203, Sorrel Towers,
Apple Woods township,
S.P. Road, Santhal,
Ahmedabad, Gujarat- 380058



- 22. Shri Kuljit Singh Popli,**
Having its registered office at:
11/1, Nehru Enclave,
Kalkaji Extension,
New Delhi- 110019.
- 23. Shri Rajesh Kantilal Parmar (Company Secretary),**
Having its registered office at:
Bungalow No.1/A,
Rudrabag Coop. Housing Society,
Near Madhur-Laxmi Society,
Opposite, Venus parkland,
Vejalpur, Ahmedabad City- 380051.
- 24. Jabir Mahendi M Aga (CFO),**
Having its registered office at:
45N, Fuzail Park,
Behind Canal, Opp. Amber Tower,
Sarkhej, Juhapura Road
Ahmedabad-380055
- 25. Shri Kamlesh Kumar P. Parmar,**
Having its registered office at:
Sangam Park Society,
Padamala, Vadodara-391350
- 26. Shri Rajesh Jain,**
Having residence at-
48, Sector 15, Part-1,
Sardar Bazar,
Haryana-122001
- 27. Shri Ali Imran Naqvi,**
Having residence at-
44N (Mehdi Manzil), Fuzail Park,
adjacent to Ayesha Masjid,
behind Fateh Wadi Canal,
100 Ft Road, Opp. Ambar Tower,
Ahmedabad-380055



- 28. Shri Arun Menon,**
Having residence at-
304, Block B, Purva White Hall,
Sarjapur Road,
Bangalore-560035
- 29. Ms. Vibhuti Patel,**
Having residence at-
Tower 1516 B, the Magnolias DLF City Golf
Links, Sector-42, VTC,
Galleria, DLF-IV,
Haryana- 122009
- 30. Shri Harsh Singh,**
Having residence at-
214-A, Sri Krishna Puri,
Sahdeo Mahto Marg, Patna GPO,
Philwari - 800001, Bihar
- 31. Shri Gaurav Kharbanda,**
Having residence at-
House No. 2218, 2nd Floor,
E Block, Palam
Vihar, Gurgaonpalam Vihar, 122017
- 32. Shri Chintan M. Doshi,**
K.C. Parikh and Associates
Chartered Accountants (Auditors),
Having residence at- 907,
Colonnade Li, Near Cheers Restaurant,
Opposite Municipal Parking Plot,
Bodakdev, Ahmedabad-380054.
- 33. CS Jatin H. Kapadia,**
K Jatin & Co. (Secretarial Auditor),
Having residence at- 307,
Abhijyot Square, Behind Divya Bhaskar,
S.G. Highway, Ahmedabad-380051
- 34. Talati and Talati LLP,**



Chartered Accountants (Internal Auditor),
Having its Office at- Ambika Chambers,
Old High Court Road, Near Old High Court,
Shreyas Colony, Navrangpura,
Ahmedabad- 380009

35. Mr. Ankit Jain, CFO (KMP)

Having residence at-
House No.302, Tower-C,
Freedom Park Lifesector-57, S
hamshpur (92), Gurgaon-122003

36. Ms. Shalmali Kaur Jaggi,

Having residence at- 304,
Samarthya Heights, 100 Ft. Road,
Satellite, Ahmedabad-380015

37. Ms. Mugdha Kaur Jaggi,

w/o Anmol Singh Jaggi,
Having residence at - B-1203,
Sorrel Towers, Apple Woods Township,
S.P. Road, Sanathal,
Ahmedabad- 380058

38. Ms. Shreya Sood,

Having residence at-
House No. 1210, Sector 21,
Panchkula, Haryana- 134116

.... Respondents

Order Pronounced on: 11.06.2026

C O R A M :

SH. SHAMMI KHAN, HON'BLE MEMBER (JUDICIAL)

SH. SANJEEV SHARMA, HON'BLE MEMBER (TECHNICAL)

A P P E A R A N C E :

For the Applicant

: Mr. Rashesh Sanjanwala, Sr. Adv
a.w. Mr. Jay Kansara, Adv.



For the Respondent : Mr. Meghav Gupta, Special Counsel for
MCA a.w. Mr. Shiv pal Singh, Deputy
Director.
: Mr. Narinder Singh Adv a.w.
Mr. Ritesh Aditya RP of R-3

ORDER
(Per: Bench)

1. The present Interlocutory Application No. 129 of 2025 filed on 03.11.2025 vide Inward Diary No. 2816 has been filed by the Applicant herein, seeking intervention/vacation/modification of the ex-parte order dated 28.05.2025 passed by this Adjudicating Authority in Company Petition No. 33 of 2025, to the extent the said order restrains release of the amount of Rs.9,15,00,000/- lying in the DSRA account maintained with ICICI Bank Limited and lien-marked in favour of the Applicant under the Debenture Transaction Documents, and seeking the following reliefs:

- a. *This Hon'ble Tribunal may be pleased to allow the present Intervention Application;*
- b. *This Hon'ble Tribunal may be pleased to Vacate / modify the Ex-Parte Order dated 28th May 2025 passed by this Hon'ble Tribunal in the Company Petition No. 33 of 2025, to the limited extent of permitting the Account Bank of Opponent No. 3 i.e., ICICI Bank Limited to release the lien-marked DSRA amount of INR 9,15,00,000 (Indian Rupees*



Nine Crores Fifteen Lacs Only) lying in the DSRA Account of Opponent No. 3 in favor of the Applicant;

c. This Hon'ble Tribunal may be pleased to further clarify that the Ex-Parte Order dated 28th May 2025 passed by this Hon'ble Tribunal in the Company Petition No. 33 of 2025 shall not prejudice or affect any rights of the Applicant as a secured creditor including but not limited to the DSRA Lien amount of INR 9,15,00,000 (Indian Rupees Nine Crores Fifteen Lacs Only) lying in the DSRA Account of Opponent No. 3 in favor of the Applicant;

d. This Hon'ble Tribunal may be pleased to grant such other relief or relief(s) as may deem fit in the interest of justice.

2. The Applicant has placed the facts through this IA in the following manner: -

2.1. The present Intervention Application ("IA") has been filed by the Applicant under Rule 11 of the NCLT Rules, 2016, seeking vacation/modification of the ex-parte Order dated 28.05.2025 passed in Company Petition No. 33 of 2025 filed by Union of India v. Gensol Engineering Limited & Ors. under Sections 241-242 of the Companies Act, 2013, insofar as the said order restrains ICICI Bank Limited from releasing an amount of Rs. 9,15,00,000/- lien-marked in favour of the Applicant under the Debenture Transaction Documents executed with Opponent No. 3 namely Blu-Smart Charge Private Limited.



The Applicant has annexed the copy of the ex-parte Order dated 28.05.2025 as **Annexure “A”**.

- 2.2. It is submitted that the Applicant is represented through its authorized signatory, Ms. Sweeti Suthar, who has been duly authorized by the Board Resolution dated 27th June 2024 to file and pursue the present proceedings on behalf of the Applicant. A copy of the said Board Resolution is annexed hereto and marked as **Annexure “B”**.
- 2.3. It is submitted that Opponent No. 1 is the Original Petitioner No. 1 in the main Company Petition and Opponent No. 2 is the Original Respondent No. 1 in the main Company Petition having common promoters with Opponent Nos. 3 to 5.
- 2.4. It is submitted that Opponent No. 3 i.e. Blu-Smart Charge Private Limited, being the issuer of Senior, Secured, Unlisted, Unrated, Redeemable Non-Convertible Debentures aggregating to Rs. 124,50,00,000/-, is primarily and unconditionally liable for repayment of all amounts due and payable to the Debenture Holders.
- 2.5. It is submitted that Opponent No. 4 (Original Respondent No. 3), being Guarantor No. 2, executed an irrevocable and unconditional Corporate Guarantee dated 07.12.2023 in favour of the Applicant acting as Debenture Trustee for the benefit of the Debenture Holders, which was amended/supplemented vide Amendment Agreement dated 16.01.2024.



- 2.6. It is further submitted that Opponent No. 5 (Original Respondent No. 4), being the sponsor and Guarantor No. 1, also furnished an irrevocable and unconditional Corporate Guarantee dated 07.12.2023 in favour of the Applicant as Debenture Trustee for the benefit of the Debenture Holders, subsequently amended/supplemented vide Amendment Agreement dated 16.01.2024.
- 2.7. It is submitted that Opponent Nos. 6 to 38 are Original Respondent Nos. 5 to 37 in the main Company Petition.
- 2.8. It is submitted that ICICI Bank Limited is the Account Bank maintaining the following accounts of Opponent No. 3 namely Blu-Smart Charge Private Limited:
- i. Account No. 058605005173 termed as “Subscription Account” under Clause 3.1.1(vvvvv) of the Debenture Trust Deed; and
 - ii. Account No. 058605002912 termed as “Designated Account” under Clause 3.1.1(mm) of the Debenture Trust Deed.
- 2.9. It is submitted that security has been duly created over the aforesaid accounts for the benefit and protection of the Debenture Holders through the Debenture Trustee i.e., the Applicant.
- 2.10. It is submitted that Opponent No. 3, being a wholly owned subsidiary of Opponent No. 5 and a group company of Opponent No. 2, required funds for setting up Electric Vehicle



Charging Hubs across India and accordingly approved issuance of up to 1,245 Senior, Secured, Unrated, Unlisted, Redeemable, Non-Convertible Debentures aggregating to Rs. 124,50,00,000/- in favour of the Applicant acting as Debenture Trustee, vide Resolutions dated 27.11.2023 and 15.01.2024 annexed as **Annexure “C (Colly.)”**.

2.11. It is submitted that for the aforesaid transaction, various Debenture Transaction Documents were executed. It is further submitted that a Debenture Trustee Agreement dated 07.12.2023 was executed between Opponent No. 3 and the Applicant whereby the Applicant was appointed as Debenture Trustee to act for and on behalf of the Debenture Holders. A copy of the said agreement is annexed as **Annexure “D”**.

2.12. It is submitted that a Debenture Trust Deed dated 07.12.2023 was executed between Opponent No. 3 as Issuer, Opponent No. 4 as Guarantor No. 2, Opponent No. 5 as Guarantor No. 1/Sponsor and the Applicant as Debenture Trustee, containing the terms and conditions governing the Debentures, which was subsequently amended vide Amendment Deed dated 16.01.2024. Copies thereof are annexed as **Annexure “E (Colly.)”**.

2.13. It is submitted that pursuant to the Debenture Trust Deed and Debenture Trustee Agreement, Opponent No. 3 executed a Deed of Hypothecation dated 07.12.2023 in favour of the Applicant creating a first ranking exclusive and continuing charge over, inter alia, the Subscription Account Assets,



including amounts of Rs. 124,50,00,000/- received towards debenture subscription, Rs. 53,30,00,000/- infused by Opponent No. 5, all monies/investments standing to the credit of the Subscription Account, and DSRA amount of Rs. 9,15,00,000/- maintained in the form of fixed deposits. The said Deed of Hypothecation was subsequently amended vide Amendment Deed dated 16.01.2024. Copies thereof are annexed as **Annexure “F (Colly.)”**.

- 2.14. It is submitted that pursuant to the Deed of Hypothecation, a Hypothecation Power of Attorney dated 07.12.2023 was executed in favour of the Applicant authorising the Applicant to exercise the rights and powers contained therein. A copy thereof is annexed as **Annexure “G”**.
- 2.15. It is submitted that Corporate Guarantees dated 07.12.2023 were executed by Opponent Nos. 4 and 5 in favour of the Applicant as Debenture Trustee in respect of the Debentures, which were subsequently amended vide Amendment Agreements dated 16.01.2024. Copies thereof are annexed as **Annexure “H” (Colly.)**
- 2.16. It is submitted that a Promoter Undertaking dated 07.12.2023 was executed between the Promoter of Opponent No. 3, the Applicant as Debenture Trustee, Opponent No. 3 as Issuer and Opponent No. 5 as Sponsor to ensure infusion of funds by the Promoter into Opponent No. 5 through subscription to equity shares and compulsorily convertible preference shares, which was subsequently amended vide Amendment



Agreement dated 16.01.2024. Copies thereof are annexed as **Annexure “I (Colly.)”**

- 2.17. It is submitted that in furtherance of the Deed of Hypothecation dated 07.12.2023, Opponent No. 3 issued Notices of Charge in respect of the Subscription Account and Designated Account to ICICI Bank Limited, confirming creation of a first-ranking, exclusive and continuing charge in favour of the Applicant over all rights, interests and monies pertaining to the said accounts. It is further submitted that ICICI Bank Limited duly acknowledged receipt of the said Notices of Charge. Copies thereof are annexed as **Annexure “J (Colly.)”**
- 2.18. It is submitted that the aforesaid charge was duly registered on 07.12.2023 with the Ministry of Corporate Affairs under Charge ID No. 100826351. A copy of the Certificate of Registration of Charge is annexed as **Annexure “K”**.
- 2.19. It is further submitted that, insofar as the DSRA is concerned, ICICI Bank Limited vide letter dated 31.01.2024 confirmed that an amount of Rs. 9,15,00,000/- in the form of DSRA Fixed Deposit had been lien-marked in favour of the Applicant and further confirmed that the said amount would be released to the Applicant on demand without awaiting confirmation from Opponent No. 3. A copy of the said communication is annexed as **Annexure “L”**.
- 2.20. It is submitted that during 2024, CARE Ratings Limited and ICRA downgraded the credit rating of Opponent No. 2 to “D”



citing debt servicing defaults and irregularities, pursuant to which SEBI sought information regarding the said downgrade and review of ratings.

- 2.21. It is submitted that from January–February 2025, Opponent Nos. 2 to 5 and their promoters came under scrutiny of SEBI, media and the public on account of financial defaults, allegations of fund siphoning, decline in share prices of affiliated entities and suspension of cab services by Opponent No. 5, indicating deteriorating financial condition of the group companies.
- 2.22. It is submitted that on 15.04.2025, SEBI passed an interim order against Opponent No. 2, its promoters, promoters of Opponent No. 5 and certain group/related entities of Opponent No. 3 in relation to rerouting of funds and other financial defaults. A copy of the SEBI Interim Order dated 15.04.2025 is annexed as **Annexure “M”**.
- 2.23. It is submitted that the Default Trigger under the Debenture Trust Deed and the SEBI Interim Order resulted in occurrence of an “Event of Default”, pursuant to which the Applicant, on behalf of the Debenture Holders, exercised its rights under the Transaction Documents including acceleration of the Debentures and enforcement of security interests, rendering the entire outstanding dues of Opponent Nos. 3 to 5 immediately payable.
- 2.24. It is submitted that following the SEBI Interim Order, the Applicant immediately approached ICICI Bank Limited on



17.04.2025 seeking urgent protective measures including debit freeze on the Subscription Account and Designated Account to safeguard the securities created in favour of the Applicant, and further sought details regarding the status of funds/investments and transactions in the said accounts.

2.25. It is submitted that on 17.04.2025, representatives of the Applicant approached ICICI Bank Limited seeking immediate action and disclosure regarding the Subscription Account and Designated Account; however, the Bank initially refused to provide details or take action without written instructions.

2.26. It is further submitted that on 17.04.2025, the Applicant addressed multiple email communications to ICICI Bank Limited requesting urgent debit freeze and stoppage of all movements in the Subscription Account and Fixed Deposit Accounts, informing the Bank about the Hypothecation POA and Notices of Charge acknowledged by the Bank. It is submitted that as per the last available bank statement, the Subscription Account had approximately Rs. 6,988/- and Fixed Deposit Accounts had approximately Rs. 1,74,61,15,055.00/-. Copies of the email communications dated 17.04.2025 are annexed as **Annexure “N”**.

2.27. It is submitted that thereafter the Applicant issued a Notice of Event of Default dated 18.04.2025 to Opponent Nos. 3 to 5 and the Promoter of Opponent No. 3, enumerating the Default Triggers and demanding repayment of Rs. 130,11,73,594/- within one calendar day from issuance of the notice. A copy



thereof along with proof of service is annexed as **Annexure “O (Colly.)”**

- 2.28. It is submitted that the Applicant addressed communications to ICICI Bank Limited seeking liquidation/withdrawal of monies lying in the fixed deposits and investments, including the DSRA amounts standing to the credit of the Subscription Account and Designated Account, towards satisfaction of the Debenture Outstanding, and further requested immediate debit freeze on the said accounts pending completion of such process.
- 2.29. It is submitted that the aforesaid letter dated 18.04.2025 was emailed to ICICI Bank Limited on 18.04.2025 itself and was thereafter hand delivered on 19.04.2025. Copies thereof are annexed as **Annexure “P (Colly.)**
- 2.30. It is submitted that the outstanding debt of Opponent No. 3 is duly reflected in the Record of Financial Information – Form C maintained by National E-Governance Services Limited (NeSL), the designated Information Utility under the Insolvency and Bankruptcy Code, 2016, thereby corroborating the liability of Opponent No. 3 towards the Applicant. A copy thereof is annexed as **Annexure “Q”**.
- 2.31. It is submitted that despite receipt of the Notice of Event of Default dated 18.04.2025, Opponent Nos. 3 to 5 neither denied nor objected to the contents thereof and failed to repay the Debenture Outstanding.



2.32. It is further submitted that upon receiving no response from ICICI Bank Limited, representatives of the Applicant met the Branch Manager on 22.04.2025, wherein it was orally confirmed that pursuant to the Applicant's letter dated 18.04.2025, a debit freeze had been imposed on the accounts on 21.04.2025.

2.33. It is submitted that during the meeting dated 22.04.2025, the Branch Manager of ICICI Bank Limited informed the Applicant that certain fixed deposits had been prematurely liquidated, though no withdrawals had been made therefrom, and further indicated that funds of approximately Rs. 174.61 Crores were available in the Subscription Account as on 31.03.2025. A copy of the Bank Statement dated 31.03.2025 is annexed as **Annexure "R"**.

2.34. It is submitted that while the Applicant was awaiting written confirmation from ICICI Bank Limited, the Bank vide email dated 23.04.2025 informed that only approximately Rs. 9,15,00,000/- remained available in the accounts and that Fixed Deposits aggregating to approximately Rs. 166,00,00,000/- were no longer available in the Subscription Account. It is further submitted that despite its earlier letter dated 30.01.2024 confirming release of the DSRA amount on demand, ICICI Bank Limited refused to release the said amount without confirmation from Opponent No. 3. A copy of the email communication dated 23.04.2025 is annexed as **Annexure "S"**.



- 2.35. It is submitted that on 24.04.2025, the Applicant addressed a response to ICICI Bank Limited raising concerns and queries regarding the aforesaid communication dated 23.04.2025. A copy thereof is annexed as **Annexure “T”**.
- 2.36. It is submitted that upon failure of ICICI Bank Limited and Opponent Nos. 3 to 5 to comply with the Applicant’s requests, the Applicant filed Commercial Civil Suit No. 113 of 2025 before the Hon’ble Commercial Court at Ahmedabad on 01.05.2025 against ICICI Bank Limited and Opponent Nos. 3 to 5 for recovery and enforcement of its security interest. It is further submitted that the Applicant also sought exemption from pre-litigation mediation under Section 12-A of the Commercial Courts Act, 2015, which was allowed considering the urgency and nature of interim reliefs sought.
- 2.37. It is submitted that on 03.05.2025, the Commercial Suit was listed before the Hon’ble Commercial Court for urgent ex-parte ad-interim reliefs, whereupon ICICI Bank Limited entered appearance despite no caveat or prior notice. After hearing the parties, the Hon’ble Commercial Court granted ex-parte ad-interim reliefs restraining Opponent Nos. 3 to 5 from dealing with the hypothecated assets and further directed ICICI Bank Limited to file an affidavit disclosing details sought by the Applicant in its email dated 24.04.2025. A copy of the Order dated 03.05.2025 is annexed as **Annexure “U”**.
- 2.38. It is submitted that pursuant to the Order passed by the Hon’ble Commercial Court, ICICI Bank Limited filed an affidavit dated 09.05.2025 disclosing that after infusion of



approximately Rs. 170 Crores into the Subscription Account, the said funds were invested by Opponent No. 3 into different Fixed Deposit Receipts (FDRs). It is further submitted that no supporting documents were produced by ICICI Bank Limited explaining liquidation of the secured and hypothecated assets of the Applicant.

2.39. It is further submitted that upon learning before the Hon'ble Commercial Court that ICICI Bank Limited was refusing to release the DSRA amount, Opponent No. 3 vide email dated 07.09.2025 conveyed its consent to ICICI Bank Limited for release of the DSRA amount of Rs. 9,15,00,000/- in favour of the Applicant. A copy thereof is annexed as **Annexure "V"**.

2.40. It is submitted that upon learning about the email sent by Opponent No. 3 to ICICI Bank Limited for release of the DSRA amount, the Applicant addressed follow-up communications dated 17.09.2025 and 24.09.2025 to ICICI Bank Limited seeking status of release of the said funds; however, no response was received from the Bank. Copies thereof are annexed as **Annexure "W (Colly.)"**

2.41. It is submitted that vide letter dated 26.09.2025, ICICI Bank Limited informed the Applicant that pursuant to the Interim Order dated 28.05.2025 passed by this Tribunal in Company Petition No. 33 of 2025, a debit freeze had been imposed on all accounts linked with the parties to the said petition, including accounts of Opponent No. 3, and consequently ICICI Bank Limited was restrained from releasing the DSRA amount in favour of the Applicant. A copy thereof is annexed as




Annexure “X”.

- 2.42. It is submitted that in response to the letter dated 26.09.2025 issued by ICICI Bank Limited, the Applicant vide communication dated 17.10.2025 stated that the conduct of ICICI Bank Limited was prejudicial to the legitimate interests of the Applicant and Debenture Holders. A copy thereof is annexed as **Annexure “Y”**.
- 2.43. It is submitted that the conduct of ICICI Bank Limited reflects deliberate non-compliance with its admitted obligations under the Transaction Documents to the prejudice of the Applicant and Debenture Holders. Despite having agreed vide letter dated 30.01.2024 to release the DSRA amount on demand without requiring confirmation from Opponent No. 3, ICICI Bank Limited subsequently refused release of the said amount.
- 2.44. It is submitted that only vide letter dated 26.09.2025, ICICI Bank Limited sought to justify such non-release by relying upon the ex-parte order dated 28.05.2025 passed by this Tribunal and an alleged communication of the Indian Banks’ Association, though no such ground had ever been disclosed in its earlier pleadings before the Hon’ble Commercial Court.
- 2.45. It is further submitted that even after Opponent No. 3 expressly consented on 07.09.2025 to release of the DSRA amount in favour of the Applicant, ICICI Bank Limited failed to act upon the same.



- 2.46. It is submitted that ICICI Bank Limited has deliberately withheld the alleged communication of the Indian Banks' Association and is attempting to evade its admitted obligation of releasing the DSRA amount in favour of the Applicant.
- 2.47. It is submitted that although the Applicant was not a party to Company Petition No. 33 of 2025, the ex-parte order dated 28.05.2025 passed therein has adversely affected the Applicant by restraining release of the lien-marked DSRA amount of Rs. 9,15,00,000/- held in favour of the Applicant under the Debenture Transaction Documents, thereby entitling the Applicant to seek intervention and appropriate reliefs before this Tribunal.
- 2.48. It is further submitted that the DSRA amount of Rs. 9,15,00,000/- constitutes a specifically secured amount held for the benefit of the Debenture Holders and does not form part of the free assets of the Opponents. It is submitted that the Applicant's rights over the said amount are prior in time and superior in law to any competing claim in the main Company Petition, and further that the Hon'ble Commercial Court's ad-interim order dated 03.05.2025 precedes the ex-parte order dated 28.05.2025 passed by this Tribunal.
- 2.49. It is submitted that the Applicant had already invoked its security and initiated recovery proceedings before the Hon'ble Commercial Court prior to passing of the ex-parte order dated 28.05.2025 and therefore seeks limited intervention for modification/vacation of the said order to the extent of permitting release of the lien-marked DSRA amount of Rs.



9,15,00,000/- in favour of the Applicant, without prejudice to any other claims or proceedings.

2.50. It is further submitted that the present IA is within limitation and the Applicant craves leave of this Tribunal to amend/add to the present IA and file further applications/documents as may be required during the course of proceedings.

3. In response to the above averments made by the Applicant a **reply** was filed by the Respondent/Union of India on 11.02.2026 vide Inward Diary No. 1283 thereby denying all the averments and making following submissions:

3.1. It is submitted that all statements, allegations, averments and submissions made in the Application are denied. Nothing contained therein is admitted save and except what is specifically admitted herein, and all allegations not specifically dealt with are denied as false and contrary to record.

3.2. It is submitted that Company Petition No. 33 of 2025 has been filed by the Union of India, Ministry of Corporate Affairs under Sections 241, 242, 246 read with Section 339 of the Companies Act, 2013 seeking interim reliefs against Gensol Engineering Limited and its related/connected/associate entities.

3.3. The said Company Petition was filed pursuant to the SEBI Interim Order dated 15.04.2025 and confirmatory order



dated 30.07.2025, recording findings of fund diversion, falsification of documents, corporate governance violations and fraudulent conduct by Gensol Engineering Limited and its promoters Mr. Anmol Singh Jaggi and Mr. Puneet Singh Jaggi.

- 3.4. Pursuant thereto SEBI found that out of borrowings of Rs. 977.75 Crores availed from IREDA and PFC, an amount of Rs. 829.86 Crores, including 20% margin contribution, was intended for purchase of 6,400 Electric Vehicles for leasing to Blu-Smart Mobility; however, only 4,704 Electric Vehicles were procured for Rs. 567.73 Crores, leaving approximately Rs. 262.13 Crores unaccounted for.
- 3.5. The SEBI's examination revealed multiple instances of default by Gensol in servicing loans from IREDA and PFC, with the first default occurring on 31.12.2024, despite which Gensol continued to submit false No Default Statements to credit rating agencies and forged Comfort/Conduct Letters purportedly issued by IREDA and PFC.
- 3.6. It is further submitted that the SEBI orders recorded a complete breakdown of internal controls and corporate governance norms in Gensol, observing that "the promoters were running a listed company as if it were a proprietary firm. The Company's funds were routed to related parties and used for unconnected expenses, as if the Company's funds were promoters' piggybank."




- 3.7. It is submitted that pursuant to the SEBI Interim Order, the Union of India vide order dated 28.04.2025 under Section 210(1)(c) of the Companies Act, 2013 directed investigation into the affairs of Gensol Engineering Ltd., Blu Smart Charge Private Limited, Blu Smart Fleet Private Limited, Blu-Smart Mobility Limited, Blu-Smart Mobility Tech Private Limited and Blu Smart Premium Fleet Private Limited.
- 3.8. It is further submitted that the Status Report dated 13.05.2025 filed by the Investigating Officers disclosed massive misappropriation including diversion of related party funds of approximately Rs. 205 Crores, misstatement of revenue, improper capitalization, omission of defaults and overstatement of assets, apart from violations of Sections 129, 134(5), 166(5), 185, 188 read with Sections 177 and 67 of the Companies Act, 2013. It is further recorded that the Directors/Promoters of the Gensol group had availed various credit facilities from 13 financial institutions including IREDA and PFC aggregating to approximately Rs. 2,385 Crores and utilized public funds for self-serving interests.
- 3.9. It is submitted that thereafter, vide order dated 15.05.2025 passed under Section 219 of the Companies Act, 2013, the Union of India expanded the investigation to 12 additional companies mentioned in **Annexure-A** to the said order.
- 3.10. It is submitted that considering the gravity of the fraudulent conduct and its impact on public interest, this Tribunal vide ex-parte ad-interim order dated 28.05.2025 directed freezing



of assets of all respondents to CP 33/2025, including freezing of bank accounts and restraining disposal, alienation or transfer of assets.

- 3.11. It is further submitted that the said order applies to all respondents named in CP 33/2025, including operating companies, associated entities and individual respondents forming part of the Gensol/Blu Smart ecosystem, for preservation of assets towards eventual restitution to affected stakeholders.
- 3.12. It is submitted that prior to passing the ex-parte order dated 28.05.2025, this Tribunal had considered the gravity of the alleged fraudulent conduct, the substantial public interest involved, and the imminent possibility of dissipation of assets by the respondents, and accordingly granted interim protection to preserve assets during the pendency of investigation so as to safeguard meaningful relief for affected stakeholders and prevent miscarriage of justice.
- 3.13. It is submitted that the grant of interim relief is governed by the settled principles of prima facie case, balance of convenience and irreparable injury, and that at the stage of interim relief, the Court is not required to conduct a mini trial. It is further submitted that the Hon'ble Supreme Court has held that while considering temporary injunctions, the Court must also consider the larger public interest and consequences of refusal of injunction. [**Zenit Mataplast Pvt. Ltd. vs State of Maharashtra & Ors.; (2009) 14**



(ADDL.) S.C.R. 403, Colgate Palmolive (India) Ltd. vs Hindustan Lever Ltd. AIR 1999 SC 3105].

- 3.14. It is submitted that investigation into the affairs of Gensol Engineering Ltd. and its related/associate/connected entities under Section 210 of the Companies Act, 2013 is presently on-going. It is further submitted that the SEBI Interim Order dated 15.04.2025 has recorded grave corporate governance failures, fraudulent acts and defaults committed by the respondent entities, adversely affecting public investors and public interest, thereby justifying grant of interim reliefs by this Tribunal in the Company Petition.
- 3.15. It is submitted that the present Intervention Application has been filed by Catalyst Trusteeship Limited, a SEBI-registered Debenture Trustee, under Rule 11 of the NCLT Rules, 2016 seeking vacation/modification of the ex-parte order dated 28.05.2025 passed in Company Petition No. 33 of 2025.
- 3.16. It is submitted that Catalyst Trusteeship Limited is acting as Debenture Trustee for NCDs issued by Blu-Smart Charge Private Limited and that under the Debenture Trust Deed and security documents, a charge of Rs. 124.50 Crores was created in its favour on 07.12.2023 and duly registered with the MCA.
- 3.17. It is submitted that pursuant to the Debenture Trust Deed, security documents and occurrence of events of default, Catalyst issued a Notice of Event of Default dated



18.04.2025 to Blu-Smart Charge Private Limited, Blu-Smart Mobility Limited and Blu-Smart Fleet Private Limited demanding repayment of approximately Rs. 130.11 Crores, initiated Commercial Suit proceedings seeking enforcement of its security interest over the Subscription and Designated Accounts wherein ex-parte ad-interim reliefs including directions to ICICI Bank Limited for disclosure and protection of funds were granted on 03.05.2025, and further addressed multiple communications to ICICI Bank Limited and Blu Smart entities asserting its security interest and seeking disclosure/release of DSRA and other secured funds.

3.18. It is submitted that the limited relief sought in the present Intervention Application is modification/vacation of the ex-parte order dated 28.05.2025 to the extent of permitting ICICI Bank Limited, as Account Bank of Blu-Smart Charge Private Limited, to release the lien-marked DSRA amount of Rs. 9,15,00,000/- lying in the DSRA account in favour of Catalyst Trusteeship Limited for the benefit of the Debenture Holders.

3.19. It is submitted that as per the bank statement furnished by ICICI Bank Limited as on 04.04.2025, fixed deposits aggregating to approximately Rs. 174,61,15,055/- were available; however, vide email dated 23.04.2025, ICICI Bank Limited informed that only approximately Rs. 9.15 Crores remained available and fixed deposits aggregating to



approximately Rs. 166 Crores were “no longer available” in the Subscription Account.

- 3.20. It is further submitted that the Union of India has obtained specific inputs from the Investigating Officers on the present Intervention Application filed by Catalyst. A copy of the status note received from the Investigating Officers is annexed as **Annexure “R-1”**.
- 3.21. It is submitted that the Investigating Officers have reported that a registered charge bearing Charge ID No. 100826351 for Rs. 124.50 Crores in favour of Catalyst Trusteeship Limited exists since 07.12.2023 and continues to remain unsatisfied as per MCA records, and further that although Annexure “V” reflects consent dated 07.09.2025 given by Mr. Puneet Singh Jaggi on behalf of Blu-Smart Charge Private Limited to ICICI Bank Limited for release of the DSRA funds, in view of this Hon’ble Tribunal’s order dated 28.05.2025, he had no authority to direct or consent to release of such lien-marked funds.
- 3.22. It is submitted that the Investigating Officers have noted discrepancies between the bank statements obtained from ICICI Bank Limited relating to Account No. 058605005173 and the figures disclosed in the Intervention Application regarding availability/exhaustion of funds and fixed deposits aggregating to Rs. 124.50 Crores, and accordingly ICICI Bank Limited has been directed to clarify the present status of the said fixed deposits.



- 3.23. It is respectfully submitted that as per the Intervention Application and the submissions of the Investigating Officers, fixed deposits aggregating to approximately Rs. 166 Crores are no longer available in the Subscription Account and ICICI Bank Limited has been called upon to disclose particulars regarding release of such fixed deposits and beneficiaries thereof.
- 3.24. It is further submitted that considering the registered charge of Rs. 124.50 Crores and the Notice of Event of Default dated 18.04.2025 for outstanding dues of approximately Rs. 130.11 Crores, Catalyst may be permitted to intervene in the main petition to a limited extent and ICICI Bank Limited may be directed to release the lien-marked DSRA amount of Rs. 9.15 Crores in favour of Catalyst, subject to disclosure of further developments and clarification regarding the missing fixed deposits aggregating to approximately Rs. 166 Crores.
- 3.25. It is submitted that the Union of India has no objection to limited impleadment of Catalyst as a party respondent in Company Petition No. 33 of 2025 to the limited extent of protecting and preserving its security interest in the DSRA and other lien-marked amounts, without prejudice to the underlying contractual disputes between Catalyst, Blu Smart entities and ICICI Bank Limited, and subject to the limitations recorded therein.
- 3.26. It is submitted that the Union of India has noted that the DSRA amount of Rs. 9.15 Crores continues to remain lien-marked in favour of Catalyst with ICICI Bank Limited, that a



duly registered charge for Rs. 124.50 Crores exists in favour of Catalyst as part of the debenture security structure, and that the DSRA constitutes a ring-fenced fund earmarked exclusively for servicing obligations under the debentures and does not ordinarily form part of the free disposable assets of the issuer.

3.27. It is submitted that the Union of India, subject to strict safeguards, does not oppose limited modification of the ex-parte order dated 28.05.2025 for permitting release/utilization of the DSRA amount of Rs. 9.15 Crores in accordance with the Debenture Trust Deed and security documents, strictly for the benefit of the debenture holders under the concerned ISIN/issue.

3.28. It is respectfully submitted that any permission for release/utilization of the DSRA amount should be subject to safeguards including:

- a. prompt disclosure to the Union of India of all actions relating to the DSRA and other secured funds;
- b. maintenance and production of complete records relating to the DSRA, FDs and investments created from subscription proceeds, including reconciliation regarding the FDs aggregating to approximately Rs. 166 Crores stated to be “no longer available”;
- c. disclosure of the email dated 07.09.2025 and related correspondence concerning consent for release of DSRA funds;



d. periodic status reporting regarding utilization/distribution of DSRA funds and outstanding debenture dues; and

e. full cooperation by Catalyst and ICICI Bank Limited with the Investigating Officers by furnishing transaction records, bank statements, security documents and related materials required for the on-going investigation.

3.29. It is respectfully submitted that Catalyst's intervention be confined to protection and enforcement of its security interest under the debenture transaction documents, seeking limited modification of the ex-parte order dated 28.05.2025 only to the extent necessary for lawful utilization/release of the DSRA amount of Rs. 9.15 Crores in favour of the debenture holders, and obtaining directions regarding disclosure and cooperation by ICICI Bank Limited, Blu-Smart entities and investigating agencies in relation to the DSRA and associated fixed deposits.

3.30. It is further submitted that Catalyst's intervention ought not to extend to challenging or diluting the substantive reliefs sought in the main Company Petition, interfering with the on-going investigation into Gensol and Blu Smart entities, or seeking any order that may legitimize or regularize diversion/misuse of ring-fenced funds or prejudice recovery rights of public sector creditors and shareholders.



- 3.31. It is respectfully submitted that any permission for release/utilization of the DSRA amount shall be without prejudice to adjudication of the main Company Petition, the on-going SEBI proceedings including directions relating to disgorgement, debarment or restitution, and the rights of the Union of India to seek further reliefs against promoters, group entities and intermediaries upon completion of investigation.
- 3.32. It is further submitted that the present Company Petition has been instituted in public interest under Section 241(2) of the Companies Act, 2013 in view of large-scale diversion and misapplication of public funds, fraudulent conduct affecting public shareholders and lenders, and the pattern of diversion of ring-fenced borrowings to promoter-related entities as recorded in the SEBI orders and investigation reports.
- 3.33. It is submitted that permitting limited enforcement/release of the ring-fenced DSRA amount for the benefit of debenture holders, subject to transparency and cooperation safeguards, would not prejudice the on-going investigation or adjudication in the main Company Petition and SEBI proceedings.
4. To the above averments made by Respondent No. 1/Union of India, a **rejoinder** affidavit was filed by the Applicant on



24.02.2026 vide Inward Diary No. D-1637 stating following submissions:

- 4.1. It is submitted that the Applicant seeks only a limited modification/vacation of the ex-parte order dated 28.05.2025 to the extent of permitting release of the lien-marked DSRA amount of INR 9.15 Crores in favour of the Applicant, without prejudice to the main Company Petition, investigation, or any other proceedings.
- 4.2. It is submitted that the Applicant's entitlement to the DSRA amount flows from the Transaction Documents and the first ranking charge created in its favour, and is not dependent upon any promoter consent or subsequent email communications issued by Opponent No. 3.
- 4.3. It is submitted that ICICI Bank Limited informed the Applicant vide communication dated 26.09.2025 that, pursuant to the ex-parte order dated 28.05.2025 and communications circulated through the Indian Banks' Association, the Bank was restrained from permitting debit, transfer, or release of funds from the DSRA account.
- 4.4. It is submitted that the Applicant consistently addressed communications to ICICI Bank Limited seeking release of the DSRA amount and clarification regarding the status of the secured funds, however the Bank failed to act in accordance with its admitted obligations under the Transaction Documents.



- 4.5. It is submitted that Opponent No. 3 had issued secured non-convertible debentures aggregating to INR 124.50 Crores in favour of the Applicant as Debenture Trustee and the subscription monies were deposited in Subscription Account No. 058605005173 maintained with ICICI Bank Limited. As per the bank statement dated 31.03.2025, Fixed Deposits aggregating to INR 174.61 Crores were reflected in the said account structure.
- 4.6. It is submitted that immediately upon passing of the SEBI Interim Order dated 15.04.2025, the Applicant requested ICICI Bank Limited to ensure that no debit transactions were permitted in the Subscription Account and sought disclosure regarding the Fixed Deposits and secured assets.
- 4.7. It is submitted that the Applicant issued a Notice of Event of Default dated 18.04.2025 to Opponent Nos. 3 to 5 and the promoters, demanding repayment of outstanding dues amounting to INR 130.11 Crores and simultaneously called upon ICICI Bank Limited to freeze the accounts and release the DSRA amounts to the Debenture Holders.
- 4.8. It is submitted that during a meeting held on 22.04.2025, the Branch Manager of ICICI Bank Limited orally confirmed that debit freeze had been placed on the relevant accounts and also disclosed that certain Fixed Deposits had been prematurely liquidated.
- 4.9. It is submitted that vide email dated 23.04.2025, ICICI Bank Limited informed the Applicant that only approximately INR



9.15 Crores remained available and that Fixed Deposits aggregating to approximately INR 166 Crores were no longer available in the Subscription Account structure.

- 4.10. It is submitted that the Applicant has consistently maintained that there is no discrepancy in the figures disclosed in the Application and that the apparent inconsistency arises solely due to the unexplained liquidation/disappearance of Fixed Deposits aggregating to approximately INR 166 Crores.
- 4.11. It is submitted that the Applicant has limited knowledge regarding the internal transactions between ICICI Bank Limited and the Opponents, except to the extent disclosed by the Bank in its affidavit before the Commercial Court.
- 4.12. It is submitted that the Applicant had instituted Commercial Civil Suit No. 113 of 2025 before the Hon'ble Commercial Court, Ahmedabad seeking enforcement of its security interest, wherein ex-parte ad-interim reliefs were granted restraining Opponent Nos. 3 to 5 from dealing with hypothecated assets and directing ICICI Bank Limited to disclose details regarding the Fixed Deposits and secured funds.
- 4.13. It is submitted that in its affidavit dated 09.05.2025 before the Commercial Court, ICICI Bank Limited disclosed details of 32 Fixed Deposit Receipts created from the subscription proceeds, out of which only the DSRA Fixed Deposit of INR



9.15 Crores remained open and lien-marked in favour of the Applicant.

Sr. No.	FD No.	FD Value (INR)	FD Creation Date	FD Closure Date
1.	058613030037	5,10,00,000.00	25-01-2024	16-04-2025
2.	058613030038	5,10,00,000.00	25-01-2024	16-04-2025
3.	058613030039	5,10,00,000.00	25-01-2024	16-04-2025
4.	058613030040	5,10,00,000.00	25-01-2024	16-04-2025
5.	058613030041	5,10,00,000.00	25-01-2024	16-04-2025
6.	058613030042	5,10,00,000.00	25-01-2024	16-04-2025
7.	058613030043	5,10,00,000.00	25-01-2024	16-04-2025
8.	058610010219	5,10,00,000.00	29-01-2024	16-04-2025
9.	058610010220	5,10,00,000.00	29-01-2024	16-04-2025
10.	058610010221	5,10,00,000.00	29-01-2024	16-04-2025
11.	058610010222	5,10,00,000.00	29-01-2024	16-04-2025
12.	058610010223	5,10,00,000.00	29-01-2024	16-04-2025
13.	058610010224	5,10,00,000.00	29-01-2024	16-04-2025
14.	058613031496	5,10,00,000.00	14-06-2024	05-04-2025
15.	058613031497	5,10,00,000.00	14-06-2024	05-04-2025
16.	058613031498	5,10,00,000.00	14-06-2024	05-04-2025
17.	058613031499	5,10,00,000.00	14-06-2024	05-04-2025
18.	058613031500	5,10,00,000.00	14-06-2024	05-04-2025
19.	058613031501	5,10,00,000.00	14-06-2024	05-04-2025
20.	058613031502	5,10,00,000.00	14-06-2024	05-04-2025
21.	058613031503	5,10,00,000.00	14-06-2024	05-04-2025
22.	058613031504	5,10,00,000.00	14-06-2024	05-04-2025
23.	058613031505	5,10,00,000.00	14-06-2024	05-04-2025
24.	058613031506	5,10,00,000.00	14-06-2024	05-04-2025
25.	058613031507	5,10,00,000.00	14-06-2024	05-04-2025
26.	058613031769	5,10,00,000.00	05-07-2024	05-04-2025
27.	058613031770	5,10,00,000.00	05-07-2024	05-04-2025
28.	058613031771	5,10,00,000.00	05-07-2024	05-04-2025
29.	058613031772	5,10,00,000.00	05-07-2024	05-04-2025
30.	058613031773	5,10,00,000.00	05-07-2024	05-04-2025
31.	058613031774	4,50,00,000.00	05-07-2024	05-04-2025
32.	058610010232	9,15,00,000.00	30-01-2024	Open

4.14. It is submitted that ICICI Bank Limited further disclosed that overdraft facilities had been extended not only to Opponent No. 3 but also to Gensol Consultants Private



Limited and Param Cars Private Limited, against the Fixed Deposits created from the subscription proceeds.

- 4.15. It is submitted that the said affidavit of ICICI Bank Limited disclosed that various Fixed Deposits were liquidated between 05.04.2025 and 16.04.2025 for squaring off overdraft facilities granted to Opponent No. 3, Gensol Consultants Private Limited and Param Cars Private Limited.
- 4.16. It is submitted that the Applicant contends that the conduct of ICICI Bank Limited in dealing with the funds and Fixed Deposits over which the Applicant held a registered first ranking exclusive charge was illegal and unauthorized.
- 4.17. It is submitted that Opponent No. 1 itself has admitted that the Applicant seeks only a limited modification of the ex-parte order dated 28.05.2025 for release of the lien-marked DSRA amount of INR 9.15 Crores.
- 4.18. It is submitted that by order dated 16.01.2026 passed in CP (IB) No. 483 of 2025, CIRP has already been initiated against Blu-Smart Charge Private Limited and an Interim Resolution Professional has been appointed. The copy of the said order attached as **“Annexure-A”**.
- 4.19. It is reiterated that ICICI Bank Limited, vide its letter dated 30.01.2024, had expressly confirmed that the DSRA amount of INR 9.15 Crores was lien-marked in favour of the Applicant and would be released immediately upon demand without requiring confirmation from Opponent No. 3.



4.20. It is submitted that the Applicant has consistently maintained that no embargo or adverse inference should be imposed upon release of the DSRA amount merely on account of alleged non-compliances by ICICI Bank Limited, which are beyond the control of the Applicant.

4.21. In light of the aforesaid submissions, the Applicant has prayed for allowing the Intervention Application and permitting release of the lien-marked DSRA amount in favour of the Debenture Holders.

5. Further, the Applicant has filed **written submissions** on 25.02.2026 vide Inward Diary No. D 1848. The same has been taken on record.


6. This Adjudicating Authority, vide order dated 26.02.2026, recorded the submission of the Union of India that certain comments had been received from the Investigating Officer on the Rejoinder filed by the Applicant/Respondent No. 27 and that liberty was sought to file an additional affidavit incorporating the said comments. Pursuant thereto, the **additional affidavit** came to be filed on 12.03.2026 vide Inward Diary No. D-2201, the relevant extracts whereof are reproduced hereinbelow:-

6.1. It is submitted that the present Additional Affidavit has been filed by the Union of India pursuant to liberty granted by




this Adjudicating Authority vide order dated 26.02.2026, to supplement the Affidavit-in-Reply dated 09.02.2026 filed in the captioned IA.

- 6.2. It is submitted that by way of the present Additional Affidavit, the Union of India has placed on record the further input note dated 27.02.2026 received from the Investigating Officers after examination of the submissions made by the Applicant in its Rejoinder dated 19.02.2026, annexed as **Annexure “B-1”**.
- 6.3. It is submitted that the Union of India reiterates and relies upon the contents of its earlier Affidavit-in-Reply dated 09.02.2026 along with the supplementary input note of the Investigating Officers dated 27.02.2026.
- 6.4. It is submitted that, as per the Investigating Officers’ input note read with the Applicant’s submissions in the Rejoinder, there exists limited knowledge regarding the internal transactions and communications between ICICI Bank Limited, the Gensol/BluSmart group entities and their promoters.
- 6.5. It is further submitted that despite repeated reminders, ICICI Bank Limited has allegedly failed to cooperate with the ongoing investigation being conducted by the Investigating Officers.
- 6.6. It is submitted that the pending requisitions issued by the Investigating Officers to ICICI Bank Limited assume critical importance in the context of investigation into diversion and



misuse of public funds within the Gensol/Blu Smart group entities.

- 6.7. It is further submitted that the Union of India has sought specific directions against ICICI Bank Limited to promptly respond to all pending and future requisitions of the Investigating Officers so that investigation into utilization/diversion of funds in the Gensol/BluSmart group is not impeded.
- 6.8. It is submitted that the Investigating Officers, in their input note dated 27.02.2026, recorded that ICICI Bank Limited vide reply dated 31.12.2025 stated that Blu Smart Charge Private Limited had opened Account No. 058605005173 on 29.11.2023 and subsequently availed fixed deposit-backed credit facilities.
- 6.9. It is submitted that the said reply of ICICI Bank Limited further disclosed that credit facilities had been extended not only to Blu Smart Charge Private Limited but also to group companies namely Gensol Consultants Private Limited and Param Care Private Limited against the said fixed deposits.
- 6.10. It is further submitted that ICICI Bank Limited stated that it had received letters dated 05.04.2025 from Gensol Consultants Private Limited and Param Care Private Limited seeking set-off of exposure against the fixed deposits and another letter dated 15.04.2025 from the account holder requesting set-off of FDs against overdraft facilities,



pursuant to which the Bank adjusted the fixed deposits on 05.04.2025 and 16.04.2025.

6.11. It is submitted that the Investigating Officers thereafter sought further particulars from ICICI Bank Limited regarding the amounts adjusted against different entities and copies of the communications/letters forming the basis of such set-offs; however, despite reminder emails dated 29.01.2026 and 13.02.2026, no response had been received from ICICI Bank Limited till the date of filing of the input note.

7. Furthermore, the Respondent/Union of India has also filed their **written Submissions** on 12.03.2026 vide Inward Diary No. D - 2220, the same is taken on record.
8. It is pertinent to note that vide order dated 12.03.2026, notice came to be issued to the RP of Blu-Smart Charge Private Limited i.e. NPV Insolvency Professionals Private Limited, with directions to file a response regarding the remaining amount of Rs. 9,15,00,000/- lying with ICICI Bank Limited claimed by the present Applicant and as to whether the Applicant had submitted any claim before the RP in respect of the said amount. Pursuant thereto, the **RP of Blu-Smart Charge Private Limited** filed **reply** on 08.04.2026. the relevant extract of the said reply is



reproduced herein below:-

- 8.1. It is submitted that the Applicant had filed its claim in Form C on 29.01.2026 for an amount of Rs. 146,35,45,652/-, which was admitted by the RP except for an amount of Rs. 22,439/- that came to be rejected for the reasons communicated to the Applicant vide email dated 03.02.2026. Copies of the Form C dated 29.01.2026 and email dated 03.02.2026 have been annexed as **Annexure “R-1”**.
- 8.2. It is further submitted that the RP had updated the composition of the Committee of Creditors and filed the requisite report in IA No. 207/AHM/2026, which came to be taken on record by this Adjudicating Authority with all just exceptions. Copy of the order dated 13.02.2026 passed in IA No. 207/AHM/2026 has been annexed as **Annexure “R-2”**.
- 8.3. It is submitted that the amount of Rs. 9,15,00,000/- is presently lying in the ICICI Bank account of the Corporate Debtor with lien of the Applicant marked over the said amount.
- 8.4. It is further submitted that the Applicant’s claim in Form C pertains to debenture dues arising under the Debenture Trust Deed, Debenture Trustee Agreement, Deed of Hypothecation and related security documents executed in respect of the secured non-convertible debentures issued by Blu-Smart Charge Private Limited.



- 8.5. It is submitted that the Applicant has claimed security interest over, inter alia, the Subscription Account assets, Designated Account assets and DSRA maintained with ICICI Bank Limited, including fixed deposits and monies standing to the credit of the said accounts.
- 8.6. It is further submitted that as per the claim documents, the debenture facilities were secured by first ranking exclusive charge over the secured assets together with corporate guarantees issued by Blu-Smart Mobility Private Limited and other obligors.
- 8.7. It is submitted that the RP has prayed that appropriate orders be passed by this Adjudicating Authority in light of the facts stated in the affidavit.
9. However, this Adjudicating Authority vide order dated 09.04.2026 observed that the reply filed by the RP did not clarify whether the amount claimed by the Applicant had any nexus with the assets of the Corporate Debtor. Accordingly, the RP was directed to file an **additional affidavit of clarification**. Pursuant thereto, the same came to be filed on 28.04.2026 vide Inward Diary No. D-3739. the relevant extracts whereof are reproduced hereinbelow: -
- 9.1. The present affidavit has been filed by the RP of Blu-Smart Charge Private Limited pursuant to the directions issued by this Adjudicating Authority vide order dated 09.04.2026 seeking clarification regarding the nexus of the DSRA



amount of Rs. 9.15 Crores with the assets of the Corporate Debtor.

- 9.2. The audited financial statements of the Corporate Debtor reflect the DSRA amount as part of its “Non-Current Financial Assets”, copies whereof are annexed as **Annexure “R-1”**, and that the bank records of ICICI Bank Limited reflect the said amount as lien-marked in favour of Catalyst Trusteeship Limited, copies whereof are annexed as **Annexure “R-2”**.
- 9.3. It is further submitted that ICICI Bank Limited vide letter dated 31.01.2024 confirmed that the DSRA Fixed Deposit of Rs. 9.15 Crores stood lien-marked in favour of the Applicant and would be released upon demand without requiring confirmation from the Corporate Debtor.
- 9.4. It is submitted that the records of the Ministry of Corporate Affairs reflect a registered first ranking exclusive and continuing charge in favour of the Applicant over the Subscription Account, Designated Account and DSRA amount under Charge ID No. 100826351 pursuant to the Deed of Hypothecation dated 07.12.2023.
- 9.5. It is submitted that the DSRA amount constituted a specifically earmarked and ring-fenced fund created for the benefit of the debenture holders under the Debenture Trust Deed.
- 9.6. It is further submitted that the RP has admitted the Applicant’s claim of Rs. 146,35,45,652/-, including the



amount secured by the DSRA Fixed Deposit, subject to the Applicant reducing/updating its claim in CIRP in the event the DSRA amount is released.

9.7. It is submitted that the Learned Commercial Court, Ahmedabad, in Commercial Civil Suit No. 113 of 2025, vide order dated 20.04.2026 directed maintenance of status quo in respect of the subject amount and restrained transfer or alienation thereof pending disposal of the suit, copy whereof is annexed as **Annexure “R-3”**.

10. The Applicant has further filed **Additional Written Submissions** on 04.05.2026 vide Inward Diary No. D-3868, wherein reliance has been placed upon the following judgments/case laws:-

- i. *Durdana Aabid Ali Versus Vijay Kumar V Iyer; 2024 SCC OnLine NCLAT 549 [Para No. 30]*
- ii. *Weather Makers Pvt. Ltd Versus Parabolic Drugs Ltd.: 2019 SCC OnLine NCLT 34903 [Para Nos. 17,18]*

11. The Respondent No. 3 i.e. Blu Smart Charge Private Limited has also filed **written submissions** on 06.05.2026 vide Inward Diary No. D-3944. The same has been taken on record.

ANALYSIS AND DECISION

12. We have heard the learned Sr. Counsel appearing for the Applicant, Ld. Counsel for the Respondent No. 1 (Union of India),



and Respondent No. 3, (Blue Smart Charge Private Limited) through Resolution Professional, perused the pleadings, affidavits, written submissions and material placed on record.

- 13.** This Interlocutory Application No. 129 of 2025 has been preferred by the Applicant i.e. Catalyst Trusteeship Limited, acting in the capacity of Debenture Trustee, inter alia seeking modification/vacation of the ex-parte ad-interim order dated 28.05.2025 passed by this Tribunal in Company Petition No. 33 of 2025 to the limited extent of permitting release of an amount of Rs. 9,15,00,000/- (Indian Rupees Nine Crores Fifteen Lakhs only) lying in the Debt Service Reserve Account (“DSRA”) / Subscription Account maintained with ICICI Bank Limited and stated to be lien-marked in favour of the Applicant under the Debenture Transaction Documents executed with Respondent No. 3 namely Blu-Smart Charge Private Limited.
- 14.** The Applicant has contended that Respondent No. 3 namely Blu-Smart Charge Private Limited had issued Senior, Secured, Unlisted, Unrated, Redeemable Non-Convertible Debentures aggregating to Rs.124,50,00,000/- pursuant to the Debenture Trust Deed dated 07.12.2023 executed in favour of the Applicant



acting as Debenture Trustee for the benefit of debenture holders.

- 15.** It has been submitted that under the transaction documents, a first ranking exclusive charge was created over the Subscription Account bearing No. 058605005173 and a first ranking pari passu charge was created over the Designated Account maintained with ICICI Bank Limited. It is further the case of the Applicant that Charge ID No. 100826351 came to be registered with the Ministry of Corporate Affairs on 07.12.2023 in respect of the aforesaid security structure.
- 16.** The Applicant has further relied upon the communication dated 30.01.2024 issued by ICICI Bank Limited [Annexure-L at Page Nos. 410-412 of the Intervention Application], wherein ICICI Bank Limited allegedly acknowledged creation of a lien over the Debt Service Reserve Account (“DSRA”) Fixed Deposit amounting to INR 9,15,00,000/- in favour of the Applicant i.e. Catalyst Trusteeship Limited acting in the capacity of Debenture Trustee and further recording that the said amount would be released by ICICI Bank Limited to the Applicant upon demand without awaiting confirmation from Respondent No. 3.
- 17.** The Applicant has specifically relied upon the contents of the said



communication to contend that ICICI Bank Limited had expressly confirmed that the DSRA Fixed Deposit was lien-marked in favour of the Applicant pursuant to the Debenture Transaction Documents and further agreed that upon invocation/enforcement under the said transaction documents, the DSRA amount would be released/remitted by ICICI Bank Limited to the account designated by the Applicant without requiring any separate confirmation, consent or authorization from Respondent No. 3 namely Blu-Smart Charge Private Limited.

18. The Applicant has therefore contended that ICICI Bank Limited had unequivocally acknowledged the Applicant's exclusive security interest and enforcement rights over the said DSRA amount much prior to the passing of the ex-parte ad-interim order dated 28.05.2025 passed by this Tribunal.

19. It has been contended on behalf of the Applicant that upon occurrence of events of default under the Debenture Transaction Documents, the Applicant issued a Notice of Event of Default dated 18.04.2025 [Annexure-O of the IA] to Respondent Nos. 3 to 5 inter alia recalling the outstanding debenture dues aggregating to INR 130,11,73,594/-. The Applicant has further contended



that vide email communications dated 17.04.2025 and letters/emails dated 18.04.2025 addressed to ICICI Bank Limited [Annexure-N], the Applicant specifically called upon ICICI Bank Limited to not permit any debit transactions in the Subscription Account and Designated Account, to disclose the status of the fixed deposits created from the subscription proceeds and to release the lien-marked DSRA amount in favour of the Applicant in view of invocation of the security created under the Debenture Transaction Documents.

- 20.** The record further reflects that upon failure of ICICI Bank Limited to release the lien-marked DSRA amount despite invocation of the security interest by the Applicant, the Applicant instituted Commercial Civil Suit No. 113 of 2025 before the Learned Commercial Court at Ahmedabad against ICICI Bank Limited and Respondent Nos. 3 to 5 inter alia seeking protection and enforcement of its security interest over the secured account structure including the DSRA amount.
- 21.** The Applicant has relied upon the ex-parte ad-interim order dated 03.05.2025 passed by the Learned Commercial Court [Annexure-U of the IA], whereby interim protection came to be



granted in relation to the subject secured amounts/accounts. The Applicant has further relied upon the subsequent order dated 20.04.2026 passed below Exhibit-5 in the said Commercial Suit, as referred to in Paragraph 11 of the Written Submissions filed on behalf of Respondent No. 3/RP, whereby the Learned Commercial Court directed that the amount in question shall not be transferred, alienated or otherwise dealt with and the parties were directed to maintain status quo in respect thereof pending disposal of the suit.

- 22.** This Adjudicating Authority is conscious of the status quo order dated 20.04.2026 passed by the Learned Commercial Court. Any direction issued herein shall operate subject to orders passed by the competent Commercial Court or upon appropriate clarification/modification obtained therefrom.
- 23.** Per contra, the Union of India has opposed the present Application by contending that the issues arising in the present proceedings cannot be adjudicated merely as an inter se contractual dispute between the Debenture Trustee and the Account Bank, inasmuch as the subject matter forms part of a larger investigation concerning serious allegations of diversion,



siphoning and misuse of funds involving the Gensol/Blu Smart group entities.

- 24.** The material placed on record indicates that SEBI, vide interim order dated 15.04.2025 and confirmatory order dated 30.07.2025, recorded prima facie findings regarding diversion of funds, falsification of records, misuse of corporate structure and routing of funds to related entities and promoters. The record further indicates that investigation orders dated 28.04.2025 under Section 210(1)(c) and dated 15.05.2025 under Section 219 of the Companies Act, 2013 came to be issued in relation to Gensol Engineering Limited and associated entities.
- 25.** This Adjudicating Authority is also required to examine the effect of commencement of CIRP against Blu-Smart Charge Private Limited vide order dated 16.01.2026. The issue which arises is whether the DSRA amount constitutes an asset over which the Corporate Debtor retains beneficial ownership or whether the same stands ring-fenced and exclusively charged in favour of the Debenture Trustee and Debenture Holders. The answer to this issue has direct bearing upon applicability of Sections 14, 18 and 25 of the Insolvency and Bankruptcy Code, 2016. It is not in



dispute that Charge ID No.100826351 stands registered in favour of the Applicant and continues to be reflected as subsisting and unsatisfied in MCA records. Neither Union of India nor the Resolution Professional has disputed existence of the charge.

- 26.** It further emerges from the record that considering the gravity of allegations, possible dissipation of assets and public interest implications, this Adjudicating Authority passed the ex-parte ad-interim order dated 28.05.2025 in Company Petition No. 33 of 2025 freezing/protecting movable and immovable assets including bank accounts linked with the respondent entities.
- 27.** It is settled that while considering interlocutory relief, the Court is not expected to undertake a detailed adjudication on disputed questions of fact or conduct a mini trial. At such stage, considerations relating to preservation of the subject matter, balance of convenience, possibility of irreparable prejudice and larger public interest assume considerable significance. Reference in this regard may be made to the decisions of the Hon'ble Supreme Court in *Zenit Mataplast Pvt. Ltd. v. State of Maharashtra* and *Colgate Palmolive (India) Ltd. v. Hindustan Lever Ltd.*




- 28.** The principal issue requiring consideration in the present Application is whether this Adjudicating Authority, pending completion of investigation into the affairs of the respondent entities and pending further clarity regarding movement/utilization of funds and pending Commercial Suit No. 113 of 2025, ought to permit release of the lien-marked DSRA amount of INR 9,15,00,000/- in favour of the Applicant.
- 29.** At the outset, this Adjudicating Authority notes that certain facts emerging from the pleadings are not seriously disputed. Firstly, the existence of Charge ID No. 100826351 in favour of the Applicant for INR 124,50,00,000/- stands reflected in the MCA records. Secondly, the material on record including the communication dated 30.01.2024 issued by ICICI Bank Limited as well as the bank statement referred to in the Affidavit dated 25.04.2026 filed by the Resolution Professional prima facie indicates that the amount of INR 9,15,00,000/- presently lying in the ICICI Bank account is lien-marked in favour of the Applicant. Thirdly, the Resolution Professional appointed in the CIRP proceedings of Respondent No. 3 (Blue Smart Charge (P) Ltd has, in its affidavits dated 07.04.2026 and 28.04.2026, stated that the



Applicant has lodged its claim in Form-C amounting to INR 146,35,45,652/- and that the said claim has substantially been admitted in the CIRP process. The said affidavits further indicate that the DSRA amount was created for securing obligations arising under the Debenture Trust.

- 30.** However, the matter does not end there. The record simultaneously reveals serious unresolved issues concerning disappearance/premature liquidation and alleged set-off of fixed deposits aggregating to approximately INR 166,00,00,000/- which were allegedly created out of the subscription monies lying in Subscription Account No. 058605005173 maintained with ICICI Bank Limited.
- 31.** In this regard, the Applicant itself has relied upon the bank statement [Annexure-R filed with the IA] reflecting that as on 31.03.2025, fixed deposits aggregating to INR 174,61,15,055/- were stated to be available in the said account structure, whereas subsequently, vide email communication dated 23.04.2025 issued by ICICI Bank Limited [Annexure-S], the Applicant was informed that only approximately INR 9.15 Crores remained available and that fixed deposits aggregating to approximately



INR 166,00,00,000/- were “no longer available”.

- 32.** The pleadings and affidavits filed on behalf of the Union of India further indicate that during the course of investigation, ICICI Bank Limited allegedly informed the Investigating Officers vide communication dated 31.12.2025 that certain fixed deposits had been adjusted/set-off against overdraft and credit facilities of group entities namely Gensol Consultants Private Limited and Param Care Private Limited purportedly on the basis of letters dated 05.04.2025 and 15.04.2025, though complete particulars and supporting documents concerning such transactions are still stated to be awaited by the Investigating Officers.
- 33.** However, it further emerges from the pleadings and the Additional Affidavit filed on behalf of the Union of India that despite repeated requisitions dated 08.01.2026, 29.01.2026 and 13.02.2026, complete particulars concerning:
- i. the exact amounts adjusted/set-off;
 - ii. the authority and basis under which such set-offs were effected
 - iii. the identities of ultimate beneficiaries;
 - iv. copies of instructions/communications relied upon by ICICI Bank Limited; and



v. the nexus of such transactions with the overall fund trail under investigation,

have not yet been furnished by ICICI Bank Limited to the Investigating Officers.

- 34.** The factual position regarding the precise manner in which the fixed deposits came to be adjusted/released and the exact nature of instructions, authorizations and communications relied upon by ICICI Bank Limited still remains insufficiently clarified on the basis of the material presently available before this Adjudicating Authority.
- 35.** At the same time, it also emerges from the Affidavit-in-Reply, Additional Affidavit and Written Submissions filed on behalf of the Union of India that, without commenting upon the inter se contractual merits between the parties and subject to appropriate safeguards, the Union of India has stated that it does not oppose limited modification of the order dated 28.05.2025 to permit utilization/release of the lien-marked DSRA amount of INR 9,15,00,000/- strictly for the benefit of the concerned debenture holders.
- 36.** Merely because the Union of India has expressed a limited and



conditional no-objection regarding possible utilization/release of the DSRA amount, this Tribunal is not denuded of its independent obligation to examine whether release of the said amount at the present stage may prejudice the ongoing investigation or affect preservation of the larger fund trail presently under scrutiny or will be inconsistent with the provisions of IBC, 2016.

- 37.** However, the Union of India has simultaneously maintained that serious concerns continue to subsist regarding the alleged diversion, adjustment and misuse of funds within the Gensol/BluSmart group entities, including disappearance/premature liquidation of fixed deposits aggregating to approximately INR 166,00,00,000/- and the alleged non-cooperation by ICICI Bank Limited in furnishing complete particulars/documents sought during investigation.
- 38.** This Adjudicating Authority is therefore confronted with a situation where substantial sums aggregating to approximately INR 166,00,00,000/-, allegedly forming part of the secured account structure arising out of subscription proceeds, are presently subject matter of on-going investigation and factual



scrutiny. The movement, utilization and release of such amounts have not yet attained final clarity.

39. The Applicant has placed reliance upon the judgment of the Hon'ble NCLAT in ***Durdana Aabid Ali v. Vijay Kumar V. Iyer 2024 SCC OnLine NCLAT 549*** regarding exclusion of third-party assets from the CIRP estate are distinguishable at this stage since the present controversy arises within the context of an on-going investigation concerning the very account structure from which substantial amounts are alleged to have already been adjusted/set-off and where the factual position has admittedly not attained final clarity. Further, the said amount of Rs 9,15,00,000 has been shown as a non-current financial asset of the Respondent No.3 (paragraph 9.2 page 45). Therefore, the said money is the asset of the Corporate Debtor and not a third-party asset. Therefore, the authority cited by the Applicant is not applicable to the facts of the case.
40. Reliance has also been placed upon the decision in ***Weather Makers Pvt. Ltd. v. Parabolic Drugs Ltd. 2019 SCC OnLine NCLT 34903*** concerning release of third-party assets held under contractual arrangements does not conclusively assist the



Applicant for the reasons stated above that the money legally belongs to the Respondent No.3.

41. Reliance has also been placed by Respondent No. 1/Union of India upon the decisions in ***Zenit Mataplast Pvt. Ltd. v. State of Maharashtra (2009) 14 (ADDL.) S.C.R. 403*** and ***Colgate Palmolive (India) Ltd. v. Hindustan Lever Ltd. AIR 1999 SC 3105*** to contend that while considering interim relief, the Court is also required to keep in view the larger public interest and consequences likely to ensue from grant or refusal of such relief. At the stage of interim protection, the Court is not expected to conduct a mini trial and the considerations of balance of convenience, irreparable prejudice and larger public interest assume significance.
42. Prima facie, the material presently available before this Adjudicating Authority indicates that while the DSRA amount of INR 9,15,00,000/- is asserted to be a specifically earmarked and lien-marked amount created under the Debenture Transaction Documents, the unresolved circumstances surrounding disappearance/set-off/release of approximately INR 166,00,00,000/- from the broader secured account structure are



still subject matter of investigation and factual scrutiny. In such circumstances, this Adjudicating Authority is of the view that permitting release of the remaining amount at this stage may potentially affect the ongoing investigative exercise concerning the overall fund trail and related transactions.

43. This Adjudicating Authority is also unable to overlook the categorical stand taken by the Union of India that investigation into the role of ICICI Bank Limited and related entities remains incomplete on account of non-furnishing of requisite information/documents despite repeated requisitions issued by the Investigating Officers. The unresolved factual position regarding release/set-off of the fixed deposits assumes significant importance while considering the discretionary relief sought in the present Application.

44. Though the Applicant has sought to contend that the present Application seeks only a limited modification of the ex-parte order dated 28.05.2025 and does not affect the larger investigation, this Tribunal is of the view that any release of the subject amount at this stage would necessarily impact the protective framework created by the ex-parte order which was passed specifically with



a view to preserve assets pending investigation into alleged large-scale financial irregularities.

- 45.** This Adjudicating Authority also notes from the record that the Applicant has already filed its claim in Form C on 29.01.2026 for Rs 146,35,45,652 before the Resolution Professional in the CIRP of Respondent No. 3 and has asserted its security interest over the DSRA/FDR structure on the basis of the Debenture Trust Deed and related financing documents. The Applicant's claim regarding entitlement, priority and enforcement of security is therefore already subject matter of consideration within the CIRP framework.
- 46.** This Adjudicating Authority further notes that the Resolution Professional has substantially admitted the Applicant's claim and has stated that the DSRA amount of Rs. 9,15,00,000/- forms part of the security package underlying the said claim. The Resolution Professional has also clarified that release of the DSRA amount would necessitate corresponding adjustment of the admitted claim in the CIRP. This indicates that the subject DSRA amount is intrinsically linked with the Applicant's admitted financial debt and the on-going insolvency resolution process of



Respondent No. 3.

- 47.** The material presently placed on record, including the correspondence and account-related documents annexed with the pleadings, indicates that the remaining amount of approximately INR 9,15,00,000/- constitutes the balance presently available within the broader secured account structure from which substantial fixed deposits are alleged to have already been adjusted/released.
- 48.** In such circumstances, this Adjudicating Authority is of the considered view that preservation of the remaining balance which is an asset of the Corporate Debtor and corresponding claims concerning unpaid NCDs that led to creation of the asset is already filed with the Resolution Professional, and acceding to the request of the Applicant would be contrary to the provisions of the IBC, 2016. The balance lying the fixed deposit with lien of the Applicant also requires to be preserved pending further clarity regarding the larger fund trail and related transactions and acceding to the request of the Applicant would not be appropriate at this interlocutory stage.
- 49.** Accordingly, this Adjudicating Authority does not consider it




appropriate, at this interlocutory stage, to modify the order dated 28.05.2025.

50. Accordingly, having regard to:

- i. the fact that the sum of Rs 9,15,00,000 is non-current financial asset of the Corporate Debtor and the Applicant has filed its claim of Rs 146,35,45,652 as a secured creditor, arising as the dues against the Corporate Debtor, with the Resolution Professional in the CIRP of the Corporate Debtor;
- ii. the Learned Commercial Court, Ahmedabad, in Commercial Civil Suit No. 113 of 2025, vide order dated 20.04.2026 directed maintenance of status quo in respect of the subject amount and restrained transfer or alienation thereof pending disposal of the suit;
- iii. the on-going investigation initiated under Section 210(1)(c) of the Companies Act, 2013 and extended under Section 219 thereof into alleged diversion and misuse of funds within the Gensol/Blu Smart group;

This Adjudicating Authority is of the considered opinion that, notwithstanding the limited and conditional no-objection expressed by the Union of India regarding possible release of the DSRA amount subject to safeguards, the prayer of the Applicant cannot be granted.



51. The present Interlocutory Application therefore deserves to be rejected at this stage. However, it is clarified that the observations recorded herein are prima facie in nature and confined to adjudication of the present Application and shall not prejudice the rights and contentions of any party in the pending investigation, CIRP proceedings, commercial proceedings or any other proceedings before a competent forum.

52. Accordingly, **IA No. 129 of 2025** in CP No. 33 of 2025 stands **dismissed** in the aforesaid terms. No order as to costs.

Sd/-

SANJEEV SHARMA
MEMBER (TECHNICAL)
Aditi/LRA

Sd/-

SHAMMI KHAN
MEMBER (JUDICIAL)