The Indian Journal for Research in Law and Management

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Editor-in-Chief – Dr. Muktai Deb Chavan; Publisher – Alden Vas; ISSN: 2583-9896

CASE COMMENT: IDBI BANK LTD. V. JAYPEE INFRATECH LIMITED. (2023)

~DHRUV SINGH

ABSTRACT

This case comment examines the ruling of the Supreme Court of India in IDBI Bank Ltd. V. Jaypee Infratech Ltd.,a landmark and highly prominent proceeding arising out of India's most eminent high-profile insolvency case under the Insolvency and Bankruptcy Code, 2016. This particular case brought to attention a big loophole and a crisis at the same time –myriads of homebuyers and investors decoyed in unfinished housing projects –and at the same time the competing claims of firm and secured financial creditors. The Supreme Court stepped it's foot to resolve a legal deadlock between the rights of institutional lenders, the shielding of homebuyers as financial creditors, and the modus operandi of the committee of creditors. This commentary engagingly and meticulously delves the court's reasoning, its insinuations for insolvency jurisprudence, and the larger policy interrogation points it leaves unreciprocated.

Keywords : Insolvency, Homebuyers, Financial Creditors, Committee of Creditors.

Case Details:

Case Title	IDBI Bank Ltd. V. Jaypee Infratech Ltd. & Ors
Court	Supreme Court of India
Year	2023

Statute Involved	Insolvency and bankruptcy Code, 2016
Key provision	Sections 7,21,25A,28,30,31

INTRODUCTION

A very marginal number of insolvency cases in post-independence India might have an attached value of grief and human suffering, quite like the Jaypee Infratech saga. At its core, this fight was not simply about balance sheets and secured debt. It reached far beyond that. It was about 20,000 dubious families who had aggregated their entire life savings into homes that were assured to them in the first place, built partially, and then abandoned and left frozen in legal chaos and limbo when the developer collapsed under a copious amount of financial obligations.

The Insolvency and Bankruptcy Code, 2016[1]. Was laid down as an instrument of transformative legislation – A staunch promise to the public that commercial failure would be settled swiftly, rationally, and equitably. But the Jaypee legal limbo tested those assurances in a way that the parliamentarians who drafted that particular law would not have anticipated. The tussle between huge institutional banks seeking recovery of myriad secured loans and innocent individual homebuyers seeking simply the homes they had already remunerated for elevated a question that went beyond the doctrine and written statute: whose issues and voice carry a large weight more inside a corporate insolvency resolution process?

IDBI Bank Ltd. V. Jaypee Infratech Ltd[2] came to be a judicial crucible in which these issues and tensions were scrutinised, and this commentary seeks to lay down the court's modus operandi, assess its reasoning, and assess what it means going forward for creditors, homebuyers, and resolution professionals alike.

BACKGROUND AND FACTS OF THE CASE

Jaypee Infratech Limited was a legitimate estate and infrastructure company, an ancillary of the larger Jaiprakash Associates group, principally engaged in building integrated townships

[1] Insolvency and Bankruptcy Code, No. 31 of 2016.
[2] IDBI Bank Ltd. v. Jaypee Infratech Ltd. & Ors., Civil Appeal No. 8512 of 2019.

and expressway projects in the national capital region. The company took a large housing project in Noida and Greater Noida under a substantial advance payment basis over multiple years.

By 2017, the company was unable to serve up or service its debts and IDBI Bank, one of its significant secured lenders, filed an application under Section 7 of the IBC[3] to commence the Corporate Insolvency Resolution Process. The National Company Law Tribunal took up the application, activating a prompt moratorium under Section 14 of the Code[4].

What actually lined up were years of competitively contested proceedings. The acceptance of the insolvency petition itself reached the Supreme Court through a dispute brought by homebuyers, resulting in the landmark decision in Chitra Sharma v. Union of India,[5] where the Supreme Court actually put up a hiatus to CIRP temporarily to shield homebuyer interests. Afterwards, parliament amended the IBC in 2018 by including an explanation to Section 5(8)(f),[6] Solemnly addressing homebuyers as financial creditors entitled to partake in the committee of creditors.

Even after legislative intervention set up homebuyers into the insolvency framework, the way forward remained anything but smooth. The committee of creditors, largely weighted toward safe and secured financial creditors like banks, found themselves embroiled in brokering a resolution that could appease every single one of them, being on the table. An array of staunch resolution applicants – most notable of them being the company Suraksha Realty and NBCC (India) Limited – came forward, but scrutinising their clashing bids while, on the other hand, shielding the interests of myriads of stranded homebuyers and coming equal to the demands of institutional lenders proved to be a near-unattainable balancing task. This strain came to a deadlock when IDBI Bank and secured creditors strained hard for a plan that made good on their financial claims, only at the end to stand in front of a pushback from homebuyers representatives who vowed that any credible and rational resolution had to mean legitimate bricks-and-mortar delivery – finished apartments, not just pecuniary settlements on paper.

[3] Insolvency and Bankruptcy Code § 7 (2016)
[4] Insolvency and Bankruptcy Code § 14
[5] Chitra Sharma v. Union of India, (2018) 18 SCC 575
[6] Insolvency and Bankruptcy Code (Amendment) Act, No. 26 of 2018 (India) (inserting Explanation to § 5(8)(f)).

ISSUES

1. Whether the voting share and quorum division within the committee of creditors truly and rationally portray the interests of homebuyers as a class of financial creditors under Section 21 of IBC?[7]
2. Whether the resolution professional and the COC had an onus to actually ensure that the resolution strategy carried specific provisions for project completion, rather than a marginal financial moratorium to homebuyers?
3. Whether the passed resolution plan met the threshold under Section 30(2) of the IBC,[8]Actually and legitimately, in terms of the treatment of different classes of creditors?
4. Whether the NCLT and NCLAT legitimately legislated their supervisory jurisdiction in allowing the resolution plan, and whether their orders carried weight in the eyes of law?

Judgment

1. The Court assured that homebuyers, classified as pecuniary creditors since the 2018 amendment[9], contain whole participatory rights in the Committee of Creditors (CoC) – not just liturgical ones. Modelling through accredited representatives under Section 25A of the IBC,[10] Their functional leverage remains bounded, but representatives should legitimately present the homebuyer body's will. This lay with Pioneer Urban Land and Infrastructure Ltd. V. Union of India,[11] which sustained homebuyers' image as financial creditors.
2. The Court portrayed a significant doctrinal switch – homebuyers want homes, not just money. Under Section 30(2) of the IBC,[12] Resolution ideas and structuring for real estate developers must provide a genuine, time-centred delivery modus operandi. A plan putting marginal financial compensation without a legitimate completion pledge would be in vain, conveying the message from *Anjali Rathi v. Today Homes and Infrastructure Pvt Ltd.[13]
3. The court upheld the stance that no creditor class should fare worse than in liquidation. Plans on the side of bank claims while homebuyers left with dubious remedies,

[7] Insolvency and Bankruptcy Code § 21 (2016).
[8] Insolvency and Bankruptcy Code § 30(2).
[9] Insolvency and Bankruptcy Code (Amendment) Act, No. 26 of 2018.
[10] Insolvency and Bankruptcy Code § 25A (2016).
[11] Pioneer Urban Land & Infrastructure Ltd. v. Union of India, (2019) 8 SCC 416.
[12] Insolvency and Bankruptcy Code § 30(2) (2016)
[13] Anjali Rathi v. Today Homes & Infrastructure Pvt. Ltd., (2021) SCC OnLine NCLAT 244

blundered this statutory floor, and deciding authorities must break down this intensely. This drew from *Essar Steel*[14], which upheld that CoC's commercial sagacity cannot sanction evidently prejudiced outcomes. Which was scturinized on the anvil of section 30(2) of the IBC.[15]

4. While NCLT and NCLAT, on a serious note, put a hiatus on over putting there feet into commercial decisions, yielding to the CoC has discernible limits where the necessity of sheltering susceptible creditors is involved.[16] On secured creditor preeminence, the Court warned against secured creditors prescribing outcomes at homebuyers' expense, affirming that the plan result on homebuyers stays a legitimate ground for scrutiny under Section 31 of IBC.[17]

ANALYSIS

The Jaypee Infratech judgement portrays itself at an appealing crossroad and junction of law, rationality and economic policy. The court's proclivity to shield the homebuyers is understandable, as these apartments stood as a sign of a decade of savings of these families. Treating them in a callous way might have been both legally dubious and morally unsettling.

Yet the court's modus operandi does raise some query. The IBC was set up as a creditor-centric process, with CoC allotted wide commercial choice to thwart judicial hurdles from undermining timely resolution. When courts started directing how a resolution plan must be – rather than just whether it claims statutory thresholds – the line between judicial check and judicial substitution becomes blurred.

The clash and tension are genuine. Legislation like UNCITRAL's Legislative Guide and the US Bankruptcy Code's chapter 11 generally empower resolution judgment in creditor bodies and put a threshold on court intervention to ensure compliance. India's IBC largely had the same model. The qualm, as Jaypee elucidate, lies in proceedings that sometimes concerns itself with creditor classes with radically different priorities and uneven dimensions for self-protection.

The acknowledgement of homebuyers as financial creditors was a rational legislative move that came to light in Pioneer Urban Land. But their induction within the CoC has not figured

[14] Comm. of Creditors of Essar Steel India Ltd. v. Satish Kumar Gupta, (2020) 8 SCC 531 (India).
[15] Insolvency and Bankruptcy Code § 30(2) (2016)
[16] *See* Constitution of India art. 21 (recognising the right to shelter as a component of the right to life).
[17] Insolvency and Bankruptcy Code pmbl. (2016)

the inner tension between their interest in concluded homes and banks' interest in pecuniary recovery– interests rarely reconcilable through the same resolution plan.

The court deliberately insisted that resolution plans for real estate developers cannot be judged virtuously through a debt-recovery lens. However, decisions and edicts around "realistic" project wrapping up timelines do leave resolution professionals without evident operational and structural guidance.

In conclusion, Jaypee brings to the spotlight a staunch structural gap that judicial back channelling or creativity alone cannot make up for. India needs a sector-specific insolvency framework for huge and wealthy estate developers – one that incorporates flat purchaser interest and priorities by design, drawing on models like the UK's Special Administration Regime, rather than staying on the same page for an undefined period of time on post-hoc judicial elucidation to paper over legislative patchiness.