

**IN THE NATIONAL COMPANY LAW TRIBUNAL**  
**NEW DELHI BENCH (COURT- II)**

**Item No. 203**  
**(IB)-195/ND/2022**  
**IA-4486/2022**

**IN THE MATTER OF:**

**PNB Housing Finance Ltd.**

... **Applicant/Petitioner**

**Versus**

**Pramod Kumar Gupta**

...

**Respondent**

**Under Section: 95(1) of IBC, 2016**

**Order delivered on 04.06.2024**

**CORAM:**

**SH. ASHOK KUMAR BHARDWAJ**  
**HON'BLE MEMBER (J)**

**SH. SUBRATA KUMAR DASH**  
**HON'BLE MEMBER (T)**

**PRESENT:**

**For the RP**

: Adv. Anil Kumar, Adv. Gunjesh Ranjan, Adv.  
Prabhat Ranjan, Adv. Sidharth Jaiswal

**Hearing Through: VC and Physical (Hybrid) Mode**

**ORDER**

**IA-4486/2022:** Ld. Counsel appearing for the Personal Guarantor submitted that with reference to CIRP commenced qua Principal Borrower, the matter is pending before the Hon'ble NCLAT, and the Creditor and Principal Borrower are in talks to arrive at some settlement regarding the amount of financial facility/debt, qua which the Respondent herein before us stood as Personal Guarantor. According to him, the next date of hearing before Hon'ble NCLAT is 03.07.2024. In the wake, let the present application be listed on 16.07.2024.

It is made clear that no request for adjournment to be entertained on the next date of the hearing, for the simple reason that in terms of the Judgment of Hon'ble Supreme Court in ***Lalit Kumar Jain Vs. Union of India [(2021) 9 SCC 321]***, the settlement entered into by the Principal Borrower may not be ground to absolved the Personal Guarantor from his liabilities.

List on 16.07.2024.

**Sd/-**  
**(SUBRATA KUMAR DASH)**  
**MEMBER (T)**

**Sd/-**  
**(ASHOK KUMAR BHARDWAJ)**  
**MEMBER (J)**