

CONFIDENTIAL

DISCIPLINARY COMMITTEE [BENCH – IV (2025-2026)]

[Constituted under Section 21B of the Chartered Accountants Act, 1949]

Findings under Rule 18(17) and Order under Rule 19(2) of the Chartered Accountants (Procedure of Investigations of Professional and Other Misconduct and Conduct of Cases) Rules, 2007.

File No.: - [PR/40/2018-DD/66/2018/DC/1806/2023]

In the matter of:

**Mr. Gagan Parasher
Managing Director of M/s. Shanivi Construction Pvt. Ltd.
306, SGL Plaza,
Near DC Chowk, Sector-9,
Rohini,
New Delhi – 110085**

.... Complainant

Versus

**CA. Neeraj Goel (M. No. 099514)
Partner, M/s. Walker Chandiook & Co. LLP (FRN. 001076N/N500013)
Chartered Accountants
Office No 604 605b, 6th Floor,
Worldmark 2,
Indira Gandhi International Airport Area,
New Delhi - 110075**

.... Respondent

MEMBERS PRESENT (in person):

**CA. Prasanna Kumar D, Presiding Officer (In person)
Ms. Dakshita Das, IRAS (Retd.), Government Nominee (In person)
Adv. Vijay Jhalani, Government Nominee (In person)
CA. Mangesh P Kinare, Member (In person)
CA. Satish Kumar Gupta, Member (In person)**

DATE OF FINAL HEARING : 07th November 2025

PARTIES PRESENT:

Counsel(s) for Respondent: CA. A.P. Singh along with CA Utsav Hirani

1. Background of the Case:

The Complainant was the Managing Director of **M/s. Shanivi Construction Private Limited** (i.e., Complainant Company / MSME) which was registered as Small Enterprise under Micro Small and Medium Enterprise Development Act, 2006 bearing memorandum Number DL06E0003422. The MSME was providing various services to M/s. Indraprastha Gas Ltd.

(hereinafter referred to as "IGL / Company"). During financial years 2012-13 and 2013-14, the Complainant Company had provided services to IGL based on written orders placed by it vide purchase order number 6500002021 under various invoices for which payment of Rs. 2,52,77,567/- towards principal amount and Rs. 5,64,03,490/- towards interest (as on 31.05.2017) was not made to the Complainant Company. It was stated that from the Audit Report and financial statements of IGL for financial year 2016-17, it was surprising to note that IGL had not shown the amount due to MSME. However, as per MSMED Act 2006, it is a statutory requirement to show any disputed amount due with the MSME and the accrued interest thereon. The Complainant had also filed a separate case against IGL, which was pending with Delhi Arbitration Council and also in Delhi High Court. The Respondent was the Statutory Auditor of IGL for the financial year 2016-17.

2. **Charges in brief:**

- 2.1 The Complainant alleged that the principal amount of Rs. 2,52,77,567/- and the interest amount of Rs. 5,64,03,490/- was due on IGL as on 31st May 2017 for payment to MSME / Complainant Company. However, the same was not disclosed separately under notes to accounts of financial statements of IGL for financial year 2016-17 as per the requirement of MSMED Act 2006. The Respondent had not made the said disclosure in his audit report with mala-fide intentions to avoid any unnecessary audit questions from investors, bankers, and shareholders.

3. **The relevant issues discussed in the Prima Facie Opinion dated 14th February 2023 formulated by the Director (Discipline) in the matter in brief, are given below:**

- 3.1 It was noted that the legal case had already been filed by the Complainant Company against IGL which was pending with Delhi International Arbitration Centre. Further, the attorney for the IGL, through her email dated 10.05.2017 had also estimated the amount of liability involved to be Rs. 2.63 crores in the instant matter. Moreover, on 01.08.2016, IGL had also filed a Writ Petition (WP No. 6813 of 2016) in the Hon'ble High Court of Delhi challenging the MSMED status of Complainant Company. In the Written Statement, the Respondent had argued that the alleged amount of Rs. 2.52 crores along with interest thereon was not required to be disclosed in the financial statements as per provisions contained in Section 22 of MSMED Act as IGL had never accepted its liability for the disputed amount and also in terms of disclosure requirement contained in the said Section 22 of MSMED Act, the requirement was to disclose the unpaid amount to MSME supplier and interest payable on that unpaid amount. In this regard, even if the said contention of the Respondent was accepted to be correct, even then looking to the afore-mentioned case filed by the Complainant Company

pending with Delhi International Arbitration Centre and other information available on record, it is viewed that contingent liability of alleged amount (i.e., principal along with interest thereon) should have been disclosed in the financial statements of the Company for FY 2016-17 in terms of requirements of Ind-AS-37 and in the absence of such disclosure, the same should have been reported by the Respondent in his audit report pertaining to the said period. However, the Respondent has failed to report the same in his audit report. Thus, it was viewed that he had failed to apply required due diligence while auditing the financial statements of the Company for FY 2016-17 and merely relied upon the information given to him by the management of the Company.

- 3.2 Accordingly, the Director (Discipline) in his Prima Facie Opinion dated 14th February 2023 opined that the Respondent was Prima Facie **Guilty** of Professional Misconduct falling within the meaning of Clause (7) of Part I of the Second Schedule to the Chartered Accountants Act, 1949. The said Clause of the Schedule to the Act, states as under:

Clause (7) of Part I of the Second Schedule:

"A Chartered Accountant in practice shall be deemed to be guilty of professional misconduct if he:

(7) does not exercise due diligence or is grossly negligent in the conduct of his professional duties."

- 3.3 The Prima Facie Opinion formed by the Director (Discipline) was considered by the Disciplinary Committee in its meeting held on 17th July 2023. The Committee on consideration of the same, concurred with the reasons given against the charge(s) and thus, agreed with the Prima Facie opinion of the Director (Discipline) that the Respondent was **GUILTY** of Professional Misconduct falling within the meaning of Clause (7) of Part-I of Second Schedule to the Chartered Accountants Act, 1949 and accordingly, decided to proceed further under Chapter V of the Chartered Accountants (Procedure of Investigations of Professional and Other Misconduct and Conduct of Cases) Rules, 2007.

4. **Date(s) of Written submissions/Pleadings by parties:**

The relevant details of the filing of documents in the instant case by the parties are given below:

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S. No.	Particulars	Dated
1.	Date of Complaint in Form 'I' filed by the Complainant	14 th March 2018
2.	Date of Written Statement filed by the Respondent	29 th May 2018
3.	Date of Rejoinder filed by the Complainant	22 nd June 2018
4.	Date of Prima Facie Opinion formed by Director (Discipline)	14 th February 2023
5.	Written Submissions filed by the Respondent after Prima Facie Opinion	15 th March 2024
6.	Written Submissions filed by the Complainant after Prima Facie Opinion	Not Filed

5. **Written Submissions filed by the Respondent: -**

The Respondent vide letter dated 15th March 2024 has made the following submissions:

- 5.1 That the instant complaint is not maintainable as per requirement of Rule 3(1) as the Complainant has not mentioned the Clauses applicable to the allegations.
- 5.2 In the complaint, there is no allegation with respect to disclosure of any amounts as contingent liabilities by the Complainant. The Director Discipline has extended the ambit of the complaint and used this to arrive at the prima facie conclusion. This is not within the legal framework of the Chartered Accountant Act and the Rules prescribed thereunder. The Director Discipline has acted beyond his jurisdiction.
- 5.3 IGL had awarded a purchase order ('PO') of Rs. 25.19 crores to the Complainant Company on 7 February 2012 and this PO was valid upto 31 March 2014. During this period from 2012 to 2014 in accordance with the PO, several bills were raised by the Complainant Company aggregating to Rs. 25.04 crores.
- 5.4 Against the invoices, IGL recognised expenses and corresponding liability of aggregating to Rs. 22.52 crores and the same was duly paid by IGL. Amounts aggregating to Rs. 2.52 crores (Rs. 25.19 crores less Rs. 22.52 crores) were deducted by IGL on account of poor workmanship, non-payment of statutory dues, etc.
- 5.5 IGL never admitted this liability of Rs. 2.52 crores. It did not carry this liability in its books as payable to the Complainant Company since 2014. The predecessor auditor did not comment on this in their auditor's reports for the years 2013-14, 2014-15 and 2015-16.

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- 5.6 The Complainant Company filed a reference petition with Micro and Small Enterprises Facilitation Council (MSEFC) against IGL on 8 August 2014. Several hearings were conducted by MSEFC to resolve this issue between the parties, however, the parties could not arrive at a resolution.
- 5.7 Further, on 1 August 2016, IGL filed a writ petition (WP No. 6813 of 2016) in the Hon'ble High Court of Delhi challenging the 'Small enterprise' status of the Complainant Company and validity of the order passed by MSEFC.
- 5.8 There was no requirement to disclose disputed unpaid due to MSMEs in the financial statements for the year ended 31/03/2017. It was only vide notification of Ministry of Corporate affairs dated 24/03/2021, prescribed disclosure of 'Disputed Dues to MSME in ageing schedule to trade payables w.e.f. 01/04/2021 was required to be made.

6. **Brief facts of the Proceedings:**

- 6.1 The details of the hearing(s)/ meetings fixed and held/adjourned in said matter is given as under:

S. No.	Date of meeting(s)	Status/remark
1.	17 th May 2024	Adjourned at the request of Respondent
2.	15 th October 2025	Adjourned at the request of Respondent
3.	07 th November 2025	Hearing concluded and decision taken

- 6.2 On the day of hearing held on 17th May 2024, the Committee noted that the Respondent had sought an adjournment, vide email dated 16.05.2024, on account of his engagement in some professional assignment on the day of the hearing. The Committee, acceding to the request of the Respondent, adjourned the case to a future date.
- 6.3 On the day of next hearing held on 15th October 2025, the Committee noted that the Respondent had sought an adjournment vide email dated 10/10/2025 due to Counsel of the respondent sustained a serious injury in an accident and underwent major surgery. Acceding to the request of the Respondent, the Committee adjourned the subject case to a future date. With this, the case was adjourned.

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- 6.4 On the day of hearing held on 07th November 2025, the Committee noted that the Counsel(s) for the Respondent were present. The Counsel for the Respondent stated that the disclosure was not required under the MSME Act, Companies Act, and ICAI Guidance Note, as the liability was disputed and not accepted by the concerned party (IGL). The Director (Discipline) acknowledged this contention but observed on non-disclosure of a contingent liability under Ind AS 37, which was not part of the original complaint. The Counsel contended that the Respondent had exercised due diligence, relying on management information and legal counsel's opinion that the liability was remote. Furthermore, the Counsel highlighted that the transaction in question was a carry-forward balance from prior years, verified by previous auditors, and not a transaction from the year under audit. After recording the submissions of the Counsel for the Respondent, the Committee concluded the hearing in the subject case.
- 6.5 Based on the documents/material and information available on record and the oral and written submissions made by the Respondent, and on consideration of the facts of the case, the Committee concluded the hearing in subject matter and took the decision on the conduct of the Respondent.

7. **Findings of the Committee: -**

- 7.1 The Committee noted that in response to notice of the hearing to the Complainant, it had been informed by Ms. Gunjan Sharma of the Company vide e-mail dated 06/05/2024 that Shri Gagan Parasher (Complainant) left for his heavenly abode about 4 years back on 25th April 2020. She has provided his death certificate for reference and records. In view of this, the Committee decided to proceed ex-parte the Complainant based upon papers/documents on record before it.
- 7.2 The Committee noted that the Respondent has raised objection on maintainability of the instant complaint as applicable Clauses has not been mentioned by the Complainant in his Complaint. The Committee noted that although there is a column in Form I for mentioning of particulars of allegations together with corresponding clause/part of the relevant schedule(s) under which the alleged acts of commissions or omissions or both would fall, but non-mentioning such clauses or wrong mentioning of them in the complaint does not make the complaint defective as being claimed by the Respondent. The Committee was of the view that a Complainant is required to mention the allegations which form factual foundation for the Authority to exercise jurisdiction over the matter. Further, it is now a well settled principle of law that non-mentioning or wrong mentioning of provision(s) of law would not be of any relevance, if the authority/Court had the requisite jurisdiction to pass an order. Hence, mere non-mentioning or wrong

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mentioning of clause(s) by the Complainant in the prescribed Form-I does not absolve the Respondent from charges levelled against him. Accordingly,, the matter has been dealt with on its merits.

- 7.3 The Committee noted that there is one allegation against the Respondent in which he has been held Prima Facie Guilty and has been explained in para 2.1 above.
- 7.4 The Committee perused the submissions of the Respondent and documents brought on record. The Committee noted that the Company had awarded a purchase order (PO) of Rs. 25.19 crores to MSME on 07.02.2012 and this PO was valid up to 31.03.2014. In this regard, several bills were raised by the Complainant Company / MSME aggregating to Rs. 25.04 crores. Against the same, IGL had recognized an expense and corresponding liability of Rs. 22.52 crores and the remaining amount of Rs. 2.52 crores (Rs. 25.04 crores less Rs. 22.52 crores) were deducted by IGL on account of poor workmanship, non-payment of statutory dues, etc. The said amount of Rs. 2.52 crores had never been admitted as liability by IGL and it did not carry this liability in its books as payable to MSME since 2014. Further, the amount of Rs. 2.52 crores were under litigation and several hearings were made at MSEFC Council to resolve the issue, however the same remained unresolved. The Respondent firm was appointed as the Statutory Auditor of IGL for the year ended 31st March 2017. The liability of Rs. 2.52 crores were not recognized in the financial statements for the financial year ended 31st March 2016 as per the grounds mentioned and those financial statements were audited by another firm of Chartered Accountants.
- 7.5 The Committee further noted the submissions of the Respondent wherein, he has stated that the management of IGL evaluated the ongoing litigation with the said MSME / Complainant Company in accordance with Ind AS, as specified under the Companies (Indian Accounting Standards) Rules, 2015 (as amended) mentioned in Section 133 of the Companies Act, 2013 and concluded that no provision was required to be recorded in the financial statements as at 31.03.2017. Further, in terms of disclosure requirement under Section 22 of the MSMED Act, the requirement was to disclose unpaid amount of MSME supplier and related paid / payable interest at the end of the year, however, in the instant matter, IGL had never accepted this liability for the said disputed amount of Rs. 2.52 crores on account of poor workmanship, non-payment of statutory dues etc. Accordingly, IGL had not disclosed the said disputed amount in their financial statements for the year ended on 31.03.2017.
- 7.6 The Committee noted that the Respondent was Statutory Auditor of M/s. IGL for financial year 2016-2017 and has signed the financial statements for said financial year on 27/05/2017. The

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Committee further observed that purchase order for Rs. 25.19 Crores was raised by the Complainant Company on 07/02/2012 and several bills were raised aggregating to Rs.25.02 Crores. IGL had recognized an expense and corresponding liability of Rs. 22.52 crores and the remaining amount of Rs. 2.52 crores (Rs. 25.04 crores less Rs. 22.52 crores) were deducted by IGL on account of poor workmanship, non-payment of statutory dues, etc.

- 7.7 The Committee noted that the original complaint filed against the Respondent pertained solely to the alleged non-disclosure of a transaction under the MSMED Act. The Respondent provided a detailed written statement explaining why such disclosure was not required under the MSMED Act, the Companies Act, and the Guidance Note issued by ICAI. The Committee noted that the Director (Discipline) accepted the Respondent's contention that disclosure under the MSMED Act was not required, however, he made observation on non-disclosure of a contingent liability.
- 7.8 On perusal of Financial Statements of M/s. IGL on record, the Committee noted that during Financial Year 2014-2015 and 2015-2016, the Company has reported that *"based on information available with the Company, the balance due to micro and small enterprises as defined under the MSMED Act 2006 is Rs. Nil. (Previous year Rs. Nil) and interest paid or payable is Rs. Nil. (Previous year Rs. Nil) under the terms of the MSMED act, 2006"* and these financial statements were audited by other Chartered Accountant other than the Respondent.
- 7.9 In view of above noted fact, the Committee was of the view that the Company has not recognised the amount due to the Complainant Company in its financial statements for immediate previous financial years. Further, the Committee was of the view that in respect of said amount, both the Companies had filed litigations against each other, which are still pending and exact amount was not available for making provisions etc.
- 7.10 Thereafter, the Committee referred to the following provisions of Companies Act, 2013 and MSMED Act, 2006, and Ind AS, which are as under:

Section 22 of MSME Act- Requirement to specify unpaid amount with interest in the annual statement of accounts

Where any buyer is required to get his annual accounts audited under any law for the time being in force, such buyer shall furnish the following additional information in his annual statement of accounts, namely: -

(i) the principal amount and the interest due thereon (to be shown separately) remaining unpaid to any supplier as at the end of each accounting year,

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(ii) the amount of interest paid by the buyer in terms of section 16, along with the amount of the payment made to the supplier beyond the appointed day during each accounting year,

(iii) the amount of interest due and payable for the period of delay in making payment (which have been paid but beyond the appointed day during the year) but without adding the interest specified under this Act.

(iv) the amount of interest accrued and remaining unpaid at the end of each accounting year, and

(v) the amount of further interest remaining due and payable even in the succeeding years, until such date when the interest dues as above are actually paid to the small enterprise, for the purpose of disallowance as a deductible expenditure under section 23.

Relevant extracts from Companies Act, 2013 and Schedule III to Companies Act, 2013

129. Financial statement

(1) The financial statements shall give a true and fair view of the state of affairs of the company or companies, comply with the accounting standards notified under section 133 and shall be in the form or forms as may be provided for different class or classes of companies in Schedule III.

SCHEDULE III

Guidance Note on Schedule III to the Companies Act, 2013

"8.4. Other Long-term liabilities This should be classified into.

- a) Trade payables, and
- b) Others."

8.4.1 A payable shall be classified as trade payable' if it is in respect of amount due on account of goods purchased or services received in the normal course of business. As per the Old Schedule VI, the term 'sundry creditors' included amounts due in respect of goods purchased or services received or in respect of other contractual obligations as well. Hence, amounts due under contractual obligations can no longer be included within Trade payables. Such items may include dues payables in respect of statutory obligations like contribution to provident fund, purchase of fixed assets, contractually reimbursable expenses, interest accrued on trade payables, etc. Such payables should be classified as "others" and each such item should be disclosed nature-wise. However, Acceptances should be disclosed as part of trade payables in terms of the Schedule III.

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8.4.2 The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 however, requires specified disclosures to be made in the annual Financial Statements of the buyer wherever such Financial Statements are required to be audited under any law. Though not specifically required by the Schedule III, such disclosures will still be required to be made in the annual Financial Statements.

8.4.3 The following disclosures are required under Sec 22 of MSMED Act 2006 under the Chapter on Delayed Payments to Micro and Small Enterprises

- (a) the principal amount and the interest due thereon (to be shown separately) remaining unpaid to any supplier as at the end of accounting year,
- (b) the amount of interest paid by the buyer under MSMED Act, 2006 along with the amounts of the payment made to the supplier beyond the appointed day during each accounting year,
- (c) the amount of interest due and payable for the period (where the principal has been paid but interest under the MSMED Act, 2006 not paid);
- (d) The amount of interest accrued and remaining unpaid at the end of accounting year; and
- (e) The amount of further interest due and payable even in the succeeding year, until such date when the interest dues as above are actually paid to the small enterprise, for the purpose of disallowance as a deductible expenditure under section 23.

Ind AS-37: Provisions, Contingent Liabilities and Contingent Assets

A contingent liability is

- (a) a possible obligation that arises from past events and whose existence will be confirmed only by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the entity; or
- (b) a present obligation that arises from past events but is not recognised because
 - (i) it is not probable that an outflow of resources embodying economic benefits will be required to settle the obligation, or
 - (ii) the amount of the obligation cannot be measured with sufficient reliability

Provisions and other liabilities

"11. Provisions can be distinguished from other liabilities such as trade payables and accruals because there is uncertainty about the timing or amount of the future expenditure required in settlement.

- (a) trade payables are liabilities to pay for goods or services that have been received or supplied and have been invoiced or formally agreed with the supplier, and

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(b) accruals are liabilities to pay for goods or services that have been received or supplied but have not been paid, invoiced or formally agreed with the supplier, including amounts due to employees (for example, amounts relating to accrued vacation pay). Although it is sometimes necessary to estimate the amount or timing of accruals, the uncertainty is generally much less than for provisions.

Accruals are often reported as part of trade and other payables, whereas provisions are reported separately”

Provisions:

“14 A provision shall be recognised when:

(a) an entity has a present obligation (legal or constructive) as a result of a past event,

(b) it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation, and

(c) a reliable estimate can be made of the amount of the obligation.

If these conditions are not met, no provision shall be recognised.”

Present obligation

“15. In rare cases it is not clear whether there is a present obligation. In these cases, a past event is deemed to give rise to a present obligation if, taking account of all available evidence, it is more likely than not that a present obligation exists at the end of the reporting period.

16. In almost all cases it will be clear whether a past event has given rise to a present obligation. In rare cases, for example in a lawsuit, it may be disputed either whether certain events have occurred or whether those events result in a present obligation.

In such a case, an entity determines whether a present obligation exists at the end of the reporting period by taking account of all available evidence, including, for example, the opinion of experts. The evidence considered includes any additional evidence provided by events after the reporting period. On the basis of such evidence

(a) where it is more likely than not that a present obligation exists at the end of the reporting period, the entity recognises a provision (if the recognition criteria are met); and

(b) where it is more likely that no present obligation exists at the end of the reporting period, the entity discloses a contingent liability, unless the possibility of an outflow of resources embodying economic benefits is remote (see paragraph 86).”

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Contingent liabilities

"28 A contingent liability is disclosed, as required by paragraph 86, unless the possibility of an outflow of resources embodying economic benefits is remote. [emphasis added]"

7.11. In view of above provisions of the laws, the Committee was of the view that on a combined reading of the aforementioned extracts viz. Section 22 of the MSMED Act, Schedule III to the Companies Act, 2013, Guidance Note on Schedule III to the Companies Act, 2013 and Ind AS 37, it is apparent that disclosure requirements with respect to unpaid dues to MSMEs are applicable with respect to liabilities recognized in the financial statements in compliance with the accounting standards. Further, the Committee was of the view that that there was no requirement to disclose disputed unpaid due to MSMEs in the financial statements for the year ended 31 March 2017. It was only vide notification of the Ministry of Corporate Affairs dated 24 March 2021, that certain amendments were made to the Schedule III of the Companies Act, 2013 which, inter alia, prescribed disclosure of 'Disputed Dues to MSME' in the ageing schedule to Trade Payables with effect from 1st April 2021. The Committee noted that these additional requirements are in respect of disputed liabilities which are recognized or recorded in the books of account. However, in instant case the Respondent was auditor for financial year 2016-17 and has signed the audit report on 17/05/2017, when there was no such requirements to disclose the disputed unpaid dues to MSMEs.

7.12. Moreover, the Committee was of the view that in the instant case, IGL made a deduction of Rs. 2.52 crores on account of poor workmanship, non-payment of statutory dues, etc. from the invoices raised by Complainant Company and did not recognise the same as trade payable in their financial statements as it did not believe this to be a present obligation with probable outflow of resources in future Accordingly, no liability was recognised in the financial statements of IGL for the year ended 31st March 2016 which were audited by another firm of Chartered Accountants and there was no qualification or comment with respect to the non-recognition of liability in their auditors' report dated 13th May 2016. Thus, the Committee was of the considered view that there was no disclosure requirement for the Respondent to be made in his Audit Report for financial Year 2016-2017 audited by him.

7.13 The Committee noted that the Respondent has demonstrated that the alleged contingent liability was not material and did not meet the criteria for disclosure under Ind AS 37. The Committee further noted that the Respondent explained the classification of liabilities into "possible," "probable," and "remote" categories and provided evidence that the liability in question was assessed as "remote" by an independent legal counsel. Furthermore, the Respondent

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highlighted that the amount in question, Rs. 2.52 crores, was immaterial in comparison to the overall transactions of the entity, further negating the requirement for disclosure.

7.14 The Committee noted that the Respondent clarified that the transaction in question was not part of the financial year 2016-17 but was a carry-forward balance from earlier years. The Respondent verified the opening balances and confirmed that the amount was not present in the books of accounts for the relevant period. Additionally, other auditors in prior periods had independently assessed the matter and determined that disclosure under the MSMED Act was not required.

7.15 In conclusion, the Committee observed that the Respondent has provided detailed explanations and evidence to demonstrate that the allegations against him are unfounded. The Committee viewed that the absence of materiality, the remote nature of the alleged liability, and the fact that the transaction did not originate during the Respondent's tenure as auditor collectively establish that the Respondent has exercised due diligence.

7.16 In view of the above findings, the Committee held the Respondent **NOT GUILTY** of Professional Misconduct falling within the meaning of Clause (7) of Part I of the Second Schedule to the Chartered Accountants Act, 1949.

8. Conclusion:

In view of the findings stated in above paras, vis-à-vis material on record, the Committee gives its charge wise findings as under:

Charges (as per PFO)	Findings	Decision of the Committee
Para 2.1 as given above	Paras 7.1 to 7.16 as given above	NOT GUILTY - Clause (7) of Part I of the of Second Schedule

9. In view of the above observations, considering the oral and written submissions of the parties and material on record, the Committee held the Respondent **NOT GUILTY** of Professional Misconduct falling within the meaning of Clause (7) of Part-I of Second Schedule to the Chartered Accountants Act, 1949.

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Order

10. Accordingly, in terms of Rule 19(2) of the Chartered Accountants (Procedure of Investigations of Professional and Other Misconduct and Conduct of Cases) Rules, 2007, the Committee passes an Order for Closure of this case against the Respondent.

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Sd/-
(CA. Prasanna Kumar D)
PRESIDING OFFICER

Sd/-
(Ms. Dakshita Das, IRAS {Retd.})
GOVERNMENT NOMINEE

Sd/-
(Adv. Vijay Jhalani)
GOVERNMENT NOMINEE

Sd/-
(CA. Mangesh P Kinare)
MEMBER

Sd/-
(CA. Satish Kumar Gupta)
MEMBER

DATE: 05th January 2026

PLACE: Noida

सत्यापित होने के लिए प्रमाणित / Certified to be True Copy

Anju Grover

अंजू ग़ोवर / Anju Grover

सहायक सचिव / Assistant Secretary

अनुशासनसूचक निदेशालय / Disciplinary Directorate

भारतीय चरितेतर अकौण्टेण्टस संस्थान

The Institute of Chartered Accountants of India

आई सी ए आई, भवन, सी-1, सेक्टर-1, नोएडा-201301 (उ.प्र.)

ICAI Bhawan, C-1, Sector-1, Noida-201301 (U.P.)