



SL. No.2

**NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH
COURT HALL NO: II**

Hearing Through: VC and Physical (Hybrid) Mode

CORAM: SHRI. RAJEEV BHARDWAJ, HON'BLE MEMBER (J)

CORAM: SHRI. SANJAY PURI, - HON'BLE MEMBER (T)

**ATTENDANCE-CUM-ORDER SHEET OF THE HEARING OF NATIONAL COMPANY LAW TRIBUNAL,
HYDERABAD BENCH, HELD ON 28.11.2024 AT 10:30 AM**

TRANSFER PETITION NO.	
COMPANY PETITION/APPLICATION NO.	IA (IBC)/1616/2023, IA (IBC)/554/2024 in CP(IB) No.402/7/HDB/2020
NAME OF THE COMPANY	DQ Entertainment (International) Ltd
NAME OF THE PETITIONER(S)	Export-Import Bank of India
NAME OF THE RESPONDENT(S)	DQ Entertainment (International) Ltd
UNDER SECTION	7 of IBC

ORDER

IA (IBC)/1616/2023

Orders pronounced, recorded vide separate sheets. In the result, this application is disposed of.

IA (IBC)/554/2024

Orders pronounced, recorded vide separate sheets. In the result, this application is disposed of.

Sd/-
MEMBER (T)

Sd/-
MEMBER (J)



**IN THE NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH, COURT – II**

**IA No. 554/2024 in
CP (IB) NO. 402/7/HDB/2020**

**Section 60(5) (c) of Insolvency and Bankruptcy Code,
2016 R/w Rule 11 of NCLT Rules, 2016**

**IN THE MATTER OF M/s.DO ENTERTAINMENT (INTERNATIONAL)
PRIVATE LIMITED**

BETWEEN:

Ms.G. Swathi

Rep., by her GPA holder Mr.G. Linga Reddy

..... Applicant

Versus

1. Mr.Bathina Venka Reddy

Liquidator of

M/s DQ Entertainment (International) Private Limited

Address: H.No.8-2-603/1/10, Second Floor, Krishnapuram,
Road No. 10, Banjara Hills, Hyderabad, Telangana-500034.

2. Dr CS Ahlad Rao,

Resolution Professional of

M/s DQ Entertainment (International) Private Limited

Flat No. 113, Block - B,

Sri Datta Sai Complex,

Opp. Sapthagiri Theatre, RTC 'X' Road,
Hyderabad 500020

3. M/s Export- Import Bank of India

Having its head office at

Floor 21, Centre one Building,

World Trade Centre Complex,



IA No. 554/2024 in
CP (IB) NO. 402/7/HDB/2020

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Cuffe Parade, Mumbai-400005
And is acting through its Regional Office at
6-3-639/640, 2nd Floor, Golden Edifice,
Raj Bhavan Road, Khairatabad,
Khairatabad Mandal, Hyderabad - 500004, Telangana

..... Respondent

In the matter of:

M/s Export-Import Bank of India
Khairatabad Mandal, Hyderabad 500004, Telangana

.....Petitioner/Financial Creditor

And

M/s.DQ Entertainment (International) Private Limited
Reg. Office: #644, Aurora Colony,
Road No.3, Banjara Hills, Shaikpet,
Hyderabad-500034, Telangana India

.....Respondent/Corporate Debtor

Date of order: 28.11.2024

Coram:

Sri Rajeev Bhardwaj, Hon'ble Member (Judicial)
Sri Sanjay Puri, Hon'ble Member (Technical)

Counsels:

For Applicant : Ms. Amuktha Rao
For Respondent : Mr. Maharshi Viswaraj

Per: Sri Rajeev Bhardwaj, Hon'ble Member (Judicial)

ORDER



Order dated: 28 .11.2024

1. The present application is filed by Ms.G.Swathi, represented by her GPA holder Mr.G. Linga Reddy (Applicant), praying:

- a) To direct Respondent No.1/Liquidator to consider the lease amounts payable to the applicant herein as CIRP costs.
- b) To direct Respondents to pay the lease amounts to a tune of Rs.49,68,561/- that are accrued during the CIRP period to the applicant herein as they form part of the CIRP Costs along with interest @ 12% per annum.

2. **Applicant's case:**

- i. The applicant, Ms.G.Swathi, entered into a lease agreement¹ with M/s.DQ Entertainment (International) Limited (the Corporate Debtor) on 14.05.2015 for a term of eight years from 26.04.2015 to 26.04.2023. The lease stipulates a monthly rent of Rs.2,65,000 and includes a lock-in period of 12 months. The leased property is located at Plot No. 5, Sy. No. 403/151/2 in Banjara Hills, Hyderabad, encompassing a built-up area of 10,000 sq. ft and an additional 2,500 sq. ft for parking.
- ii. Due to defaults in payment by the Corporate Debtor, the Applicant issued a legal notice on 15.06.2020 terminating the tenancy as per Clause 12 of the said lease agreement² and demanded the vacation of the premises and

¹ Registered Document Bearing No.2275/2015, Pg Nos.19-24 Of the Application

² Pg No.23 Of the Application



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payment of arrears. Subsequently, Suit OS No. 215/2021³ was filed before the City Civil Court, Hyderabad which was decreed in favor of the applicant on 21.06.2022⁴.

- iii. The Corporate Debtor was ordered to vacate the property within two months and to pay a sum of Rs.47,58,459/- with regard to arrears and a sum of Rs.7,91,270/- towards arrears of electricity bill and a sum of Rs.41,560/- towards arrears of water bill in total to a tune of Rs.55,91,289/-.
- iv. On 17.06.2022, the Corporate Insolvency Resolution Process (CIRP) was initiated against M/s.DQ Entertainment by this Tribunal, and Mr.G. Madhusudan Rao was appointed as Interim Resolution Professional (IRP). Subsequently, the IRP paid Rs.9,33,306/- as lease rentals for the period from June, 2022 to August, 2022 as CIRP costs.
- v. Despite repeated demands from the Applicant through her General Power of Attorney (GPA) holder for payment of outstanding lease amounts during the CIRP period, no payments have been made by the Resolution Professional (Respondent No. 2). Since the CD herein vacated the premises on 10.09.2023, the CD is liable to pay the lease amounts from 01.09.2022 to 10.09.2023 cumulatively amounting to Rs.49,68,561/- including various costs.

³ Pg Nos.27-39 Of the Application

⁴ Pg Nos.40-43 Of the Application



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- vi. Furthermore, due to non-payment of lease amounts by the Corporate Debtor during this period, the Applicant is facing difficulties in meeting her financial obligations related to loans secured against the leased property.
- vii. In the light of these facts and following the liquidation order issued by this Tribunal on 21.12.2023 (IA No.1485 of 2023), the Applicant filed this application seeking directions to be issued to the Liquidator for payment of all lease amounts due. The lease amounts which became due during the CIRP period should be considered as CIRP costs and be paid accordingly.

3. **Respondent No.1's Case:**

The Respondent by filing counter has contended and contested the averments of the Application and submitted that :

- a. Upon the commencement of the liquidation and the verification of records of the CD handed over by the RP (R2 herein), it was observed that in the CIRP Costs Sheet filed along with the application for liquidation of the Corporate Debtor, an amount of Rs.62,94,637/- was mentioned as an expense incurred towards "Rent HoA". Out of this, Rs.8,54,212/- (before adding GST and after deducting TDS) was paid to the Applicant. The balance amount of Rs.54,40,425/- (as specified in the application for liquidation) is pending for payment to the Applicant which is part of the CIRP costs.



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- b. It is claimed that in addition to Rs.54,40,425/-, as per information received from Respondent No.2, an additional amount of Rs.1,99,871/- (which belongs to the period post-filing application for liquidation) shall be paid to the Applicant, which also forms part of the CIRP costs, bringing the total balance amount to Rs.56,40,296/-.
 - c. An amount of Rs.56,40,296/- towards Rent-HoA was already considered under the CIRP Costs by Respondent No.2 and therefore, prayer to consider the lease amounts payable under the CIRP costs is baseless.
4. Heard the submissions made by the Counsel for both the parties and perused the file including the documents placed on record.

5. **Findings :**

- a) Indisputably, the CP(IB) No.402/7/HDB/2020 was admitted in CIRP vide order dated 17.06.2022 and further liquidation order was passed on 21.12.2023.
- b) There is also no dispute that the Applicant has rented out the property comprising Plot No.5, Sy.No.403/151/2, situated at Women Cooperative Housing Society, Road No.2, Banjara Hills, Hyderabad vide Lease Agreement dated 14.05.2015 at a monthly rent of Rs.2,65,000/- plus taxes. For the vacation of the said property and recovery of arrears of rent, the Applicant filed Civil Suit bearing OS No.215 of 2021 against the CD. This suit was decreed and the CD was directed to deliver the vacant possession



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of the said property and also pay a sum of Rs.47,58,459/- as arrears of rent, Rs.1,62,469/- as municipal taxes and Rs.7,91,270/- as electricity charges and Rs.41,560/- as water charges.

- c) The CIRP cost has been defined in Section 5(13) of the IBC and Regulation 31(b) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, which are reproduced below:

Section 5(13) – Insolvency Resolution Process Costs

- a) *the amount of any interim finance and the costs incurred in raising such finance;*
- b) *the fees payable to any person acting as a resolution professional;*
- c) *any costs incurred by the resolution professional in running the business of the corporate debtor as a going concern;*
- d) *any costs incurred at the expense of the Government to facilitate the insolvency resolution process; and*
- e) *any other costs as may be specified by the Board*

Regulation 31(b) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016

31. “Insolvency resolution process costs” under Section 5(13)(e) shall mean-

- (a) *amounts due to suppliers of essential goods and services under Regulation 32;*
- 2[(aa) *fee payable to authorised representative under sub-regulation (8) of regulation 16A;*
- (ab) *out of pocket expenses of authorised representative for discharge of his functions under section 25A;*
- (b) *amounts due to a person whose rights are prejudicially affected on account of the moratorium imposed under section 14(1)(d);*
- 5(ba) *fee payable to the Board under regulation 31A;*
- (c) *expenses incurred on or by the interim resolution professional to the extent ratified under Regulation 33;*
- (d) *expenses incurred on or by the resolution professional fixed under Regulation 34; and*
- (e) *other costs directly relating to the corporate insolvency resolution process and approved by the committee.*



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- d) The rental claims of the Applicant do not fall within any of the clauses (a) to (e) of Section 5(13). It is only Regulation 31(b) which is relevant when the rights of a person are prejudicially affected because of moratorium under Section 14(1)(d) as the Applicant could not recover rent during the said period. However, the claim of the Applicant does not fall under Section 14(1)(d), but under Section 14(1)(a) as he has filed civil suit for the recovery of possession etc.
- e) The decree of Civil Court has already been passed in favour of the Applicant vide judgment dated 21.06.2022 in Civil Suit bearing No.215 of 2021. The decree of the Civil Court is sufficient to put the claim for arrears of rent under Clause 14(1)(a) and not under 14(1)(d). Hence the judgement of in ***Prerna Singh vs Committee of Creditors, Xalta Food and Beverages Pvt Ltd and Others (2021 SCC OnLine NCLAT 428)*** on which the Applicant has placed reliance is not applicable in the present case. On the contrary, we place reliance on the Hon'ble NCLAT in ***Mr.A.Guham and Anr vs Ms.Sunita Umesh, Company Appeal (AT) (Insolvency) No.1095 of 2023 & IA No.3782 of 2023*** decided on 29.10.2024 where the facts are similar to the present case.
- f) However, the payment of rent post-CIRP is considered as CIRP costs by the Liquidator/RP and accordingly an amount of Rs.8,54,212/- has already been paid. In para 3 of the counter, it is clarified that a total amount of Rs.56,40,296/- is to be paid to the Applicant as part of CIRP costs.



IA No. 554/2024 in
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- g) In view of the admission of the Respondent No.1 that amount is due to the Applicant as CIRP costs, there is no merit in the Application. Before parting with the Application, it is clarified that the Applicant is entitled to those taxes which the Lessee/CD has agreed to pay vide Lease Agreement dated 14.05.2015. The Applicant has claimed GST etc, but this was not to be paid by the CD in view of the terms & conditions of the Lease Agreement, especially, Clauses No.2, 3 and 11.
6. In view of the aforesaid observations, **IA No.554/2024 in CP(IB) No.402/7/HDB/2020 is disposed of.**

Sd/-

(SANJAY PURI)
MEMBER (TECHNICAL)

Sd/-

(RAJEEV BHARDWAJ)
MEMBER (JUDICIAL)



**IN THE NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH, COURT – II**

**IA No.1616/2023 in
CP (IB) NO.402/7/HDB/2020**

**Section 60(5) (c) of Insolvency and Bankruptcy Code,
2016 R/w Rule 11 of NCLT Rules, 2016**

**IN THE MATTER OF : M/s.DQ ENTERTAINMENT
(INTERNATIONAL) LIMITED**

Between:

Dr. Nasreen Hussain,
R/o.8-2-268/D/1, Plot no.554,
Road No.3, Banjara Hills,
Hyderabad-500034

..... Applicant/Resolution Applicant

Versus

Mr. Venka Reddy Bathina

In the Matter of

M/s.DQ ENTERTAINMENT (INTERNATIONAL) LIMITED

Company under CIRP

Regd. No. IBBI/IPA-002/IP-N00645/2018-2019/12032

Address: H.No.8-2-603/1/10, Second Floor, Krishnapuram,

Road No. 10, Banjara Hills, Hyderabad, Telangana-500034.

(Amended as per Order dated: 26.06.2024 in I.A (IBC)/1306/2024)

...Respondent/Liquidator

Date of order: 28.11.2024

Coram:

Sri Rajeev Bhardwaj, Hon'ble Member (Judicial)

Sri Sanjay Puri, Hon'ble Member (Technical)

Counsels:

For Applicant : Ms. Amuktha Rao

For Respondent : Mr. Maharshi Viswaraj



Per: Sri Rajeev Bhardwaj, Hon'ble Member (Judicial)

ORDER

1. The present application is filed by Dr. Nasreen Hussain (**Applicant**) praying for the following reliefs:
 - a. Order and declare that the Applicant is eligible for monthly lease amount in the form of Insolvency Resolution Process Costs under Regulation 31 of The IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 for the period from June 2022 until the Premises are vacated by Respondent and Corporate Debtor;
 - b. Order and declare that Applicant is eligible for monetary damages due to the damage caused to the Premises by Corporate Debtor and Respondent.
 - c. Direct and order the Respondent to pay the outstanding rents for the period July 2022 to December 2022 and for the period May 2023 to August 2023, i.e., for 10 months, total amounting to Rs.26,50,000/- (Twenty-nine Lakhs Fifteen Thousand Only).
2. **Applicant's Case:**
 - i. The lease agreement has been entered between the Applicants' mother and M/s.DQ Entertainment (International) Limited (Corporate Debtor), vide lease deed initially executed in the year 2000 and later renewed on 11.09.2008. The said lease deed expired in 2010. The property is located at 8-2-268/1, Road No.3, Banjara Hills, Hyderabad. Upon the expiry of lease agreement coupled with the reason of unauthorized constructions by the CD, the Applicant has issued the quit notice dated 26.09.2010, but the property has not been vacated.



- ii. The Corporate Debtor has been directed to vacate the leased premises within 45 days from the date of decree vide order dt. 20.06.2022 in O.S. No. 777/2013 by the City Civil Court, Hyderabad seeking eviction of the leased premises, for which the execution petition vide E.P. No. 801/2022 is pending adjudication.
- iii. It is averred that Resolution Professional is in possession of the premises since June 2022 and has not paid any rents, which were due by the Corporate Debtor.
- iv. It is claimed that the applicant has locked the premises on 27.03.2023 and upon this action, the respondent has issued two (02) cheques dated 31.03.2023 and 06.04.2023 towards the rent for two months.

3. **Respondent's Case:**

The Respondent by filing counter has contended and contested the averments of the application and submitted:

- a. The City Civil Court had passed a judgment and decree in OS No. 777/2013 on 20.06.2022, partly decreeing the Suit in favor of the applicant and an execution petition (EP No. 801 of 2022) was filed before the City Civil Court, which is still pending for adjudication due to the moratorium imposed in the present case.
- b. Subsequently, the Applicant addressed a letter dated 23.02.2023 to the Respondent, requesting permission to allow the men and machinery engaged by the Applicant to clear the bushes in the leased property. However, the men engaged for this task created chaos, threatened employees, and forcibly locked the premises, preventing access to the Respondent and employees of Corporate Debtor.
- c. This Authority vide its order dated 25.05.2023, directed the Applicant to provide access to the Resolution Professional to the scheduled property to



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facilitate the Corporate Insolvency Resolution Process (CIRP). Despite this order, the Applicant delayed handing over access by one month.

- d. It is claimed that the Respondent had paid monthly rental dues for four months, from January 2023 to April 2023. However, the Applicant is not entitled to any rental dues beyond April 2023, as the Respondent claims to have vacated the premises and has faced obstructions from the Applicant, hindering the CIRP process.
- e. On 24.03.2023, the Applicant locked the premises and demanded the Respondent to vacate the leased premises within 10 days. The Respondent explained that vacating within this time frame was not feasible due to the ongoing CIRP, as prior bank approval was required for shifting. The Respondent assured the Applicant that the dues would be cleared upon receiving contributions from the Committee of Creditors (CoC).
- f. In April, 2023, the Respondent offered to pay for an additional month of rent, covering the period of May 2023. However, the Applicant did not respond to this offer and limited the Respondent's access to the premises.
- g. In June, 2023, the Respondent raised concerns regarding the continuous interference from the Applicant, which caused significant challenges and inconvenience to the employees engaged in the CIRP. Despite these obstacles, the Respondent maintained control over the property, emphasizing that the Applicant's actions were impeding the resolution process.
- h. The Respondent asserts that the premises were maintained in the same condition as when they were handed over by the Interim Resolution Professional (IRP) to the erstwhile Resolution Professional. The claims made by the Applicant are seen as an afterthought, intended to mislead and influence this Tribunal, without any supporting evidence.
- i. It is alleged that there have been continuous obstructions caused by the applicant, hence not entitled to claim the lease rentals from the month of May 2023, and therefore, there is no need to appoint valuers at this stage, as



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the premises were already in the Applicant's possession. The Respondent requests that this application be dismissed.

- j. The Applicant's claim lacks merit and is not supported by factual evidence. The Applicant's interference has caused significant delays and complications in the CIRP process, and the Respondent respectfully requests the Tribunal to dismiss this application.
 - k. It is submitted that the Applicant's allegations were baseless and aimed at tarnishing the Respondent's reputation. The Respondent maintained a firm position against the Applicant's claims, highlighting the lack of evidence to support the Applicant's assertions.
4. We have heard the learned counsels for both the parties and have gone through the entire records including written submissions of the Applicant.

5. **Findings :**

- a) Indisputably, the predecessor in the interest of the Applicant executed lease deed of the premises bearing No.8-2-268/1/A, Road No.3, Banjara Hills, Hyderabad – 500 034 in favour of the Respondent in the year 2000. When the said premises was not vacated, civil suit bearing No.OS No.777/2013 was filed and it was decreed vide order dated 28.06.2022. Consequently, petition bearing EP No.801 of 2022 was filed for the execution of the decree dated 20.06.2022 in OS No.777/2013.
- b) It is also not disputed that the CD went into CIRP vide order dated 17.06.2022 and the monthly rental from January, 2023 to April, 2023 has already been received by the Applicant and the rental for the month of May, 2023 was sent by the CD vide cheque, **Annexure 3** of the counter.
- c) Now the Applicant seeks the outstanding rent for the period, w.e.f., July, 2022 to December, 2022 and from May, 2023 to September, 2023 and further until the vacation of the premises. The Respondent has not denied



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about the rental liability, but took the plea that the rent is payable only up to the vacation of the premises which was possessed by the Applicant in May, 2023.

- d) Thus, the dispute between the parties has narrowed down as from when the rent is due to the Applicant and further whether the arrears are to be considered as operational debt or CIRP costs.
- e) After the initiation of the CIRP, the Applicant started putting obstructions in the peaceful possession of the CD. The Respondent has levelled allegations of interference by the Applicant and further blocking access to the premises. The Applicant in para No.9 of the Application has admitted that the main door of the premises was locked on 27.03.2023 and thereafter rental due for two months were paid. There is not only admission of the Applicant about disallowing the use of the premises by the Respondent, but the CD has also lodged police complaint **Annexure 4** dated 02.05.2023 of the counter, against the Applicant about illegal dispossession from the premises. Finally, the Respondent approached this Authority by filing IA No.804 of 2023 seeking various reliefs including direction to the Applicant to handover the physical possession of the said property and further restraining him from interfering in its possession. This Authority vide order dated 25.05.2023 issued an interim direction to the Applicant to provide access to the RP to the said property.
- f) Given the available records, it can be said that the possession of the premises was taken over by the Applicant in May, 2023 and the RP was only given limited access to take the possession of the documents etc., lying in the said premises. The Applicant has relied upon the order passed in EP No.801/2022 whereby the possession of the premises was handed over to the Applicant on 13.09.2024 and those documents were attached with the



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written arguments. Perusal of the documents of the Civil Court show that the Bailiff who was sent to take possession of the property gave a report that no article was found inside the premises and it was found vacant. It is to be noted that the Civil Court was not competent to execute the decree in view of the moratorium passed under Section 14. Therefore, the order of the Execution Court is inconsequential and it also shows that the Applicant has least regard to the order of this Authority because the order of this Authority was not brought to the notice of the Civil Court. However, one thing which becomes clear is that there was nothing inside the premises when the Bailiff handed over its possession to the Applicant and it also supports our findings that the premises was in possession of the Applicant since May, 2023.

- g) As already discussed, the Applicant has paid rent for the period from January, 2023 to April, 2023. For the recovery of the rental dues for the pre-CIRP period, the procedure is different as compared to post-CIRP period. The pre-CIRP dues are to be paid as per the approved resolution plan. For the post CIRP dues from 17.06.2022 when the CIRP was initiated, the rent from January, 2023 to April, 2023 has already been paid to the Applicant.
- h) The CIRP cost has been defined in Section 5(13) of the IBC and Regulation 31(b) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, which are reproduced below:

Section 5(13) – Insolvency Resolution Process Costs

- a) *the amount of any interim finance and the costs incurred in raising such finance;*
- b) *the fees payable to any person acting as a resolution professional;*
- c) *any costs incurred by the resolution professional in running the business of the corporate debtor as a going concern;*
- d) *any costs incurred at the expense of the Government to facilitate the insolvency resolution process; and*
- e) *any other costs as may be specified by the Board*

**Regulation 31(b) of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016**

31. "Insolvency resolution process costs" under Section 5(13)(e) shall mean-
(a) amounts due to suppliers of essential goods and services under Regulation 32;
2[(aa) fee payable to authorised representative under sub-regulation (8) of regulation 16A;
(ab) out of pocket expenses of authorised representative for discharge of his functions under section 25A;
(b) amounts due to a person whose rights are prejudicially affected on account of the moratorium imposed under section 14(1)(d);
5(ba) fee payable to the Board under regulation 31A;
(c) expenses incurred on or by the interim resolution professional to the extent ratified under Regulation 33;
(d) expenses incurred on or by the resolution professional fixed under Regulation 34; and
(e) other costs directly relating to the corporate insolvency resolution process and approved by the committee.

- i) The rental claims of the Applicant do not fall within any of the clauses (a) to (e) of Section 5(13). It is only Regulation 31(b) which is relevant when the rights of a person are prejudicially affected because of moratorium under Section 14(1)(d) as the Applicant could not recover rent during the said period. However, the claim of the Applicant does not fall under Section 14(1)(d), but under Section 14(1)(a) as he has filed civil suit for the recovery of possession etc.
- j) The decree of Civil Court has already been passed in favour of the Applicant vide judgment dated 20.06.2022 in Civil Suit bearing No.777 of 2013. The Applicant has not filed copy of the judgement in the said Civil Suit, delineating as what reliefs were claimed and granted. Therefore, adverse inference is to be drawn against the Applicant. Whatsoever, decree of the Civil Court is sufficient to put the claim for arrears of rent under Clause 14(1)(a) and not under 14(1)(d). Hence the judgement of in ***Prerna Singh vs Committee of Creditors, Xalta Food and Beverages Pvt Ltd and Others (2021 SCC OnLine NCLAT 428)*** on which the Applicant has placed reliance is not applicable in the present case. On the contrary, we



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place reliance on the Hon'ble NCLAT in *Mr.A.Guhan and Anr vs Ms.Sunita Umesh, Company Appeal (AT) (Insolvency) No.1095 of 2023 & IA No.3782 of 2023* decided on 29.10.2024 where the facts are similar to the present case.

6. In view of our discussions as above, the arrears of rent are not to be treated as CIRP cost and accordingly **IA No.1616 of 2023 in CP(IB) No.402/7/HBD/2020 is disposed of.**

Sd/-

**(SANJAY PURI)
MEMBER (TECHNICAL)**

Sd/-

**(RAJEEV BHARDWAJ)
MEMBER (JUDICIAL)**