

NATIONAL COMPANY LAW APPELLATE TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

Comp. App. (AT) (Ins) No. 1643 of 2026

IN THE MATTER OF:

Ravi Dhiman

...Appellant(s)

Versus

Ritu Rastogi/Resolution Professional
Present:

...Respondent(s)

For Appellant(s) : Mr. Setu Niket, Ms. Esha Mazumdar, Advocates.

For Respondent(s) : Mr. Harshit Khare, Mr. Praful Saini, Mr. Ayuj Agrawal,
Mr. Bijesh Gupta, Advocates for R-1.

O R D E R
(Hybrid Mode)

[Per: Justice Mohd. Faiz Alam Khan, Member (Judicial)]

Instant appeal has been filed under section 61 of the Insolvency and Bankruptcy Code, 2016 (Code) assailing the order dated 14.07.2026 (Impugned Order) passed by National Company Law Tribunal, Mumbai ((Adjudicating Authority) in I.A. No. 5866/2025 in C.P.(IB)No. 96/MB/2024, Ravi Dhiman v. Ritu Rastogi, Resolution Professional, whereby the Adjudicating Authority has disposed of the I.A. No. 5866/2025 filed by the Appellant.

2. Ld. Counsel for the Appellant submits that Appellant is the owner of the Licensed Premises A-140, Sector-80, Noida, Uttar Pradesh – 201306 and entered into a registered Leave and License Agreement dated 06.09.2022 with the Corporate Debtor for a term of 3 years i.e. from 01.09.2022 to 31.08.2025, at a monthly license fee of Rs. 2,62,500/-, subject to 5% annual escalation, plus payment of maintenance and electricity charges. The Corporate Debtor

stopped paying maintenance and electricity charges and the monthly license fee from March 2023 and May 2023 respectively.

3. It is further submitted that vide order dated 09.05.2024 in Arb No. 428/2024 titled Super Engineering Works vs. Syska LED Lights Pvt Ltd, sole arbitrator was appointed, however by initiation of CIRP against the CD on imposition of moratorium under Section 14 of IBC, 2016 vide order dated 08.10.2024, the arbitration proceedings were adjourned sine die.

4. It is further submitted that under para 15(d)(e) of the CIRP initiation order dated 08.10.2024 it was directed that supply of essential goods and services to the Corporate Debtor shall not be terminated, suspended or interrupted during the moratorium period.

5. It is further submitted that the Leave and License Agreement had expired on 31.08.2025, however, despite expiry, the Corporate Debtor, through the erstwhile IRP and thereafter through the RP, continued to remain in possession of the Licensed Premises without renewal, extension or the Appellant's consent and the appellant was compelled to issue an eviction notice dated 11.09.2025 and legal notice dated 10.12.2025 claiming outstanding dues of Rs. 52,16,485/- for the CIRP period from 08.10.2024 till December 2025, with 24% p.a. interest, plus ongoing monthly dues of Rs. 3,58,574/- (license fee), Rs. 10,929/- (maintenance) and Rs. 4,500/- (electricity). However, both notices were not answered by the corporate debtor.

6. It is further submitted that the Appellant filed I.A. No. 5866/2025 seeking payment of CIRP-period dues of Rs. 52,16,485/-, continuing monthly dues from January 2026 till handover of the possession of the premises, and also possession of the Licensed Premises. However, by passing the impugned

order, it has been directed that the outstanding rental dues of the appellant shall be considered and dealt with in accordance with law.

7. It is further submitted that since during the course of CIRP of the CD, the Resolution Professional was in possession of the said property and by virtue of the order dated 08.10.2024, there was direction of the Learned Adjudicating Authority to supply essential goods and services to the corporate debtor. Therefore, the resolution professional is liable to pay the license fee as well as the charges for maintenance and electricity used for the period of the CIRP and also for the period till the premises were vacated by the RP.

8. It is further submitted that the impugned order has failed to decide the main issue as it neither considers whether the dues are CIRP costs nor granted any effective relief despite recording that the application stands allowed. While the RP is in possession of the premises and still claims that the Appellant is not entitled to CIRP Costs. The RP still falsely claims that he was not in possession despite admitting that the licenced premises was in possession of CD and keys were with employees of CD.

9. It is vehemently submitted that RP of the CD be directed to pay the license fee, maintenance charges and electricity charges of the Premises for the period 08.10.2024 to 02.06.2026 as CIRP Costs and sum of Rs. 73,11,432/- (Rent: Rs. 70,07,559/-, Maintenance: Rs. 2,13,573/-, Electricity: Rs. 90,300/-) as CIRP cost, together with interest at 24% p.a. from the respective due dates till the date of actual payment.

10. Learned Counsel for the RP on the other hand submits that the instant appeal has been filed by concealing the material facts and is liable to be dismissed with heavy costs.

11. It is submitted that the RP was never in possession of the licensed premises and whatever claim of the appellant is, the same could only be dealt with under the scheme of the IBC.

12. It is also submitted that the appellant has concealed that the RP had earlier tried to take goods belongs to the CD, out of the licensed property, the appellant prevented him and after filing of application by the appellant being IA number 5866 of 2025, when it was informed by the RP to the Learned Adjudicating Authority that despite their effort, the Appellant did not permit them to take custody of goods of the CD lying in the licenced property, the Learned Adjudicating Authority has passed an order on 26.03.2026 authorising the RP to break open the lock of the property in question and thereafter the sealed premises may be sealed and the appellant may put his lock on the property.

13. It is further submitted that appellant may never be aggrieved by the impugned order as the application has been disposed of by the Learned Adjudicating Authority by observing that the claim of the appellant with regard to outstanding dues of the CD shall be considered in accordance with law.

14. It is further submitted that a mechanism has been provided under the IBC for dealing with the claims of various types of creditors and any creditor who is willing to satisfy its claim can file the same in accordance with law, and the same may be taken care of under the scheme of the code and not otherwise.

15. We have heard Learned Counsel for the parties and have perused the record.

16. We notice that IA number 5866 of 2025 was filed by the appellant with the following prayers: -

(a) Direct the Resolution Professional to pay the monthly license fee, maintenance charges, electricity charges and other charges due to the Applicant accrued during the CIRP process since 08.10.2024 till December 2025 i.e. Rs. 52,16,485/- for the premises of the Applicant in use and possession of the Corporate Debtor;

(b) Direct the Resolution Professional to pay the monthly license fee of Rs. 3,58,574/- and monthly maintenance charges of Rs. 10,929/-, monthly electricity charges of Rs. 4500/- from the month of January, 2026 onwards for the premises of the Applicant in use and possession of the Corporate Debtor till the handover of possession of the Licensed premises;

(c) Direct the Resolution Professional to handover the possession of the Licensed Premises i.e. second floor of A - 140, Sector-80, Noida, UP-201305 measuring 10,500 Sq Ft of the Applicant in possession of the Resolution Professional and the Leave and Licence Agreement dated 06.09.2022 has already been terminated by the Applicant;

17. We also notice that Learned Adjudicating Authority has recorded in the impugned order that the Resolution Professional has informed that the property has already been handed over to the appellant and appellant has claimed outstanding rent dues which shall be considered and dealt with in accordance with law.

18. During the course of hearing, Learned Counsel for the Appellant has provided a copy of the order passed by the Learned Adjudicating Authority in IA number 5866 of 2025, on 26.03.2026. The said order is reproduced as under: -

“IA 5866/2025-

1.This matter was heard for some time.

2.The present application has been filed by the Applicant, Mr. Ravi Dhiman, seeking payment of rentals in respect of the property in question, contending that the Resolution Professional (RP) is in possession of the said property and that the goods belonging to the Corporate Debtor are lying therein. It is submitted that the property is presently being used as a storage facility by Syska LED Lights Pvt. Ltd. Ld. Counsel for the RP submitted that they tried to take custody of goods but they were not allowed by the Applicant.

3.Ld. Counsel for the Applicant submits that his client is ready and willing to permit access to the property now so that the Ld. Resolution Professional may remove the goods belonging to the corporate debtor. It is further submitted that immediately upon removal of the said goods, the Applicant will issue a letter confirming the same.

4.In our considered view, the RP may take possession movable goods belonging to the CD at the earliest possible that is within a week time from today.

5.The Applicant/Petitioner is also directed to issue appropriate instructions to the person(s) in charge of the premises (including the security personnel, etc.) so that the necessary access and assistance can be provided to the Resolution Professional for removal of the goods.

6.We hereby authorize the Resolution Professional (RP) to break open the lock of the property in question, if required. Thereafter, the premises may be sealed and the Petitioner, namely Mr. Ravi Dhiman, may put his own lock on the property.

7.In the event police protection is required for carrying out the aforesaid exercise, the same shall be provided. The concerned SHO is directed to provide necessary police protection to ensure compliance with this order, considering that substantial public money is involved in the present case.

*8. List this application for further consideration on **23.04.2026.**".*

19. Learned Counsel for the Appellant has also provided a copy of the communication written by the RP to the Appellant of date 02.06.2026, which

shows that the licensed premises has been vacated and have been handed over to the landlord appellant on 02.06.2026.

20. Perusal of the order dated 26.03.2026 passed by the Learned Adjudicatory Authority would reveal that during the course of the hearing it was the Resolution Professional who has provided the information to the Ld. Adjudicating Authority that the RP has tried to take custody of the goods belongs to the CD but he was not allowed by the Appellant. On this, Learned Counsel for the appellant had submitted that the appellant is ready and willing to permit RP to access the property now, so that the Resolution Professional may remove the goods belonging to the Corporate Debtor and it was further acknowledged that immediately upon removal of the goods, the appellant will issue a letter confirming the same. It is thereafter, the Learned Adjudicating Authority has authorized the Resolution Professional to break open the lock of the property in question, if required, and thereafter the premises was directed to be sealed and the appellant was directed to put his lock thereon.

21. Therefore, it is evident that the RP was never in possession of the licensed premises and it was only on account of the order passed on 26.03.2026 he was able to take out the goods belonging to the CD on 2.06.2026 and thereafter the premises was given under the custody and control of the appellant. It is to be recalled that under various provisions of the IBC, scheme has been given as to in what manner the claims submitted by various type of creditors would be dealt with, and therefore the outstanding dues of the applicant would also be dealt with under the provisions contained in the IBC. The Ld. Adjudicating Authority has also observed that outstanding

dues of the Appellant would be dealt with in accordance with law. We do not find any illegality in this observation of the Adjudicating Authority.

22. In view of above facts and circumstances, we do not find any illegality in the impugned order passed by the Learned Adjudicating Authority, and we also do not find any good ground to interfere therein. The appeal filed by the appellant appears to be without merits and is **dismissed** as such.

23. There is however no order as to costs. The pending IAs are also disposed of.

[Justice Mohammad Faiz Alam Khan]
Member (Judicial)

[Naresh Salecha]
Member (Technical)

New Delhi
14.10.2026
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