

S.No.1

**IN THE NATIONAL COMPANY LAW TRIBUNAL  
HYDERABAD BENCH – II  
VC AND PHYSICAL (HYBRID) MODE  
ATTENDANCE CUM ORDER SHEET OF THE HEARING HELD ON  
30.04.2026 AT 10:30 A.M.**

**IA (IBC)/1412/2023, IA (IBC)/804/2023, IA (IBC)/343/2025 in  
CP (IB) No. 402/7/HDB/2020  
U/s 7 of IBC**

**IN THE MATTER OF:**

**Export-Import Bank of India**

**...Petitioner**

**AND**

**DQ Entertainment (International) Ltd**

**...Respondent**

**C O R A M:-**

**SHRI. RAJEEV BHARDWAJ, HON'BLE MEMBER (JUDICIAL)  
SHRI. SANJAY PURI, HON'BLE MEMBER (TECHNICAL)**

**ORDER**

**IA (IBC)/1412/2023**

Orders pronounced, recorded vide separate sheets. In the result, the IA (IBC)/1412/2023 is dismissed.

**IA (IBC)/804/2023**

Orders pronounced, recorded vide separate sheets. In the result, the IA (IBC)/804/2023 is dismissed.

**IA (IBC)/343/2025**

Orders pronounced, recorded vide separate sheets. In the result, the IA (IBC)/343/2025 is dismissed.

**Sd/-**

**MEMBER (T)**

**Sd/-**

**MEMBER (J)**

**IN THE NATIONAL COMPANY LAW TRIBUNAL**

**HYDERABAD BENCH, COURT-II**

**I.A (IBC) No. 804 of 2023 & I.A (IBC) No. 343 of 2025**

**in**

**C.P (IB) No. 402/7/HDB/2020**

**[Under Section 14, 60(5) and 74 of Insolvency and Bankruptcy Code,  
2016]**

**IN THE MATTER OF EXPORT IMPORT BANK OF INDIA vs. DQ  
ENTERTAINMENT (INTERNATIONAL) LIMITED**

**I. I.A (IBC) NO. 804 of 2023**

**Between:**

**Mr. Venka Reddy Bathina**

Liquidator, DQ Entertainment  
(International) Limited, Aurora Colony,  
Road No. 3, Banjara Hills,  
Hyderabad-500034.

.....Applicant

AND

**Dr. Nasreen Hussain,**

Address: H.No. 8-2-268/D/1 Plot No. 554  
Road No. 3, Banjara Hills, Hyderabad-500034

.....Respondent

**II. I.A (IBC) NO. 343 of 2025**

**Between:**

**Mr. Venka Reddy Bathina**

Liquidator, DQ Entertainment  
(International) Limited, Aurora Colony,  
Road No. 3, Banjara Hills,  
Hyderabad-500034.

.....Applicant

AND

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**Dr. Nasreen Hussain,**

Address: H.No. 8-2-268/D/1 Plot No. 554  
Road No. 3, Banjara Hills, Hyderabad-500034.

.....Respondent

**Date of Order: 30.04.2026**

**Coram:**

Hon'ble Shri Rajeev Bhardwaj, Member (Judicial)

Hon'ble Shri Sanjay Puri, Member (Technical)

**Counsels Present**

For Applicant : M. Maharshi Viswaraj, Ld. Advocate

For Respondent : Ms. Amukta Katikaneni, Ld. Advocate

1. Both I.A Nos. 804 of 2023 and 343 of 2025 in C.P. No. 402/7/HDB/2020 filed by Mr. Venka Reddy Bathina, Liquidator of M/s. DQ Entertainment (International) Limited, against Dr. Nasreen Hussain are taken together for decision, as these are interlinked and interconnected.
2. I.A No. 804 of 2023 was initially filed by Mr. Ahalada Rao Vummenthala, Resolution Professional (**RP**) of M/s. DQ Entertainment (International) Limited (**Corporate Debtor/CD**), and is presently being pursued by Mr. Venka Reddy Bathina, Liquidator of the Corporate Debtor seeking the following reliefs:
  - 1.1 Direct the Respondent to handover the physical possession of the **scheduled property**, i.e., 8-2-268/1/A, Road No. 3, Banjara Hills.
  - 1.2 To restrain the Respondent, their men, agents, and their representatives whosoever acts on their behalf from interfering with Peaceful possession and not to disturb the ongoing activities of Corporate Insolvency Resolution Process of the corporate debtor at the premises.

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1.3 To pay the damages/compensation by the respondent in case of any loss/theft/burglary/vandalism by any means to the property of the corporate debtor caused by the respondent/her agents/staff/representatives, situated at the said premises, from 13th of April, 2023 to till the handover of the physical possession to the applicant.

1.4 To Declare that the acts committed by the Respondent are in violation of Section 14 of Insolvency and Bankruptcy Code, 2016, and to punish the Respondent in accordance with the law.

1.5 To Direct the appropriate officer of the Police Department, to provide the police protection to the Resolution Professional and his team, employees of the corporate debtor while discharging their duties till the completion of the CIRP period ongoing concern basis.

1.6 To give the directions to the respondent for the reduction of the monthly rent amount by at least fifty percent (50%) of the existing rent payable per month for the scheduled property from the date of took over the possession of the premises illegally.

3. I.A No. 343 of 2025 is filed by Mr. Venka Reddy Bathina, Liquidator of M/s. DQ Entertainment (International) Limited (**Corporate Debtor/CD**) against Mr. Nasreen Hussain (**Respondent**) seeking the following relief:

*“Direct the Respondent to immediately hand over possession of the Assets belonging to the Corporate Debtor, including but not limited to furniture, computer systems, printers, laptops, batteries, networking materials, hardware, graphic cards, servers, files, confidential data, and all other items as detailed*

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*in Annexure-A, which were lying within the premises located at  
Plot No. 8-2-268/1/A Road No. 3, Banjara Hills, Hyderabad.”*

**Application**

4. It is submitted that this Authority admitted the petition filed by the Financial Creditor vide order dated 17.06.2022 in CP (IB) No. 402/7/HDB/2020 and appointed Mr. Madhusudhan Rao Gonugunta as the Interim Resolution Professional (**IRP**). Subsequently, in the first meeting of the Committee of Creditors (**CoC**), the IRP was replaced by Mr. Ahalada Rao Vummenthala as the Resolution Professional (**RP**), and this Authority, vide order dated 15.09.2022 in I.A. (IBC) No. 943 of 2022, confirmed his appointment.
5. It is submitted that the CD had taken the scheduled property on lease/rent from the Respondent, the arrangement which continued even after the initiation of CIRP. It is further submitted that the Respondent filed O.S. No. 777 of 2013 before the Chief Judge, City Civil Court, Hyderabad, seeking eviction of the Corporate Debtor.
6. It is submitted that a decree in O.S. No. 777 of 2013 was passed on 20.06.2022, partly in favour of the Respondent. It is further submitted that the Respondent filed E.P. No. 801 of 2022, which is pending adjudication.
7. It is averred that the Respondent addressed a letter dated 23.03.2023 requesting the RP to allow the Respondent's men and machinery to clean the bushes lying in the schedule property. The RP conceded to the request but the men engaged by the Respondent threatened the employees of the CD and the staff member of the RP with dire-consequences which made them to leave the premises. It is further

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averred that after coming out of the premises, the Respondent's men forcibly locked the scheduled property and changed the position of the CC cameras placed by the RP.

8. It is contended that the RP's team held discussions with the Respondent's representatives, pursuant to which access was granted to the employees of the Corporate Debtor, who carried out work at the scheduled property for approximately ten (10) days.
9. It is submitted that, as a precautionary measure, the RP intimated the Inspector of Police, Banjara Hills Police Station, on 10.04.2023. However, on 13.04.2023, prior to office hours, the Respondent allegedly took possession of the premises and denied access to the employees of the Corporate Debtor. It is further submitted that despite attempts by the RP to contact the Respondent and amicably resolve the issue, neither the Respondent nor her representatives acknowledged the communications.
10. It is contended that under Section 14(1)(d) of the IBC, the CD cannot be evicted during the moratorium ordered by this Authority. It is submitted that the Hon'ble NCLAT in M/s. Navbharat Castings LLP vs. M/s. Moserbear India Ltd. & Anr. in Company Appeal (AT) (Insolvency) No. 323 of 2018, held that the recovery of property by the owner occupied by the CD is not permissible during the period of moratorium.
11. It is further submitted that the RP made rental payments for the months of January, February, March, and April 2023 and held discussions with the Respondent and her representatives regarding clearance of outstanding dues, which were accepted. The Respondent also acknowledged receipt of the said payments.

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12. It is submitted that the RP offered to hand over rent for an additional month and attempted to contact the Respondent both personally and via email, however, no response was received. It is further submitted that the CIRP costs, including contributions from CoC members, are yet to be received, and upon receipt, the outstanding rent will be cleared.
13. It is contended that statutory records, including registers, books of accounts, and other documents, are located at the premises and are essential for conducting audits of the Corporate Debtor. Any loss or damage to such records would adversely impact statutory compliances with the Ministry of Corporate Affairs, Registrar of Companies, BSE, NSE, Income Tax, and GST authorities.
14. It is further contended that the Respondent is liable for any loss caused to the assets of the Corporate Debtor due to theft, burglary, vandalism, improper maintenance, or any other act attributable to the Respondent or her representatives.
15. It is submitted that movable assets of the Corporate Debtor are situated at the scheduled property, and denial of access or failure to hand over possession would impede the CIRP. It is further submitted that, following the alleged forcible actions by the Respondent, the Applicant lodged a police complaint with the Inspector of Police, Banjara Hills Police Station.
16. Additional facts in **I.A No. 343 of 2025:**
  - 15.1 It is submitted that the Respondent filed execution petition E.P No. 801 of 2022, pursuant to which the decree was executed through the bailiff, and possession of the scheduled property was delivered to the Respondent.

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15.2 It is contended that various movable assets of the Corporate Debtor, including furniture, computer systems, printers, laptops, batteries, networking equipment, hardware, graphic cards, servers, files, confidential data, and other related items, are lying within the scheduled property. It is further contended that non-handing over of such assets would impede the Applicant in completing the liquidation process within the prescribed timelines.

15.3 It is averred that the continued non-cooperation of the Respondent undermines the integrity and efficacy of the insolvency framework. It is further submitted that under Section 35 of the Insolvency and Bankruptcy Code, 2016, the Liquidator is vested with the authority to take custody and control of all assets, properties, actionable claims, and rights of the Corporate Debtor.

**Counter**

17. It is submitted that the Respondent's mother (since deceased) had leased the scheduled property to the Corporate Debtor in the year 2000, and upon renewal, the lease expired in 2010. The scheduled property comprises approximately one acre of land, including a landscaped garden, a three-storey building, and appurtenant structures such as sheds and servant quarters.
18. It is submitted that upon expiry of the lease on 12.05.2010, the Corporate Debtor made unauthorized constructions on the property, following which a quit notice dated 26.09.2010 was issued. It is further submitted that the Corporate Debtor ceased operations after initiation of CIRP and had not conducted any business from the premises since the fire incident in May 2018.

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19. It is submitted that O.S. No. 777 of 2013 was originally filed by the Respondent's mother, and upon her demise, the Respondent was impleaded as owner. Although the matter was reserved for judgment on 14.06.2022, prior to initiation of CIRP, the judgment was pronounced on 20.06.2022. Accordingly, it is contended that the decree is valid and enforceable.
  
20. The Respondent reiterates the averments regarding E.P. No. 801 of 2022. The allegations of threats by the Respondent's representatives are denied. It is submitted that discussions were held with the RP on 31.03.2023, access was granted from 03.04.2023, and the RP was informed to vacate the premises by 12.04.2023.
  
21. It is submitted that the Respondent has no knowledge of any police complaint lodged with the Inspector of Police, Banjara Hills. It is further submitted that the Respondent merely locked the main entrance of the building due to the absence of security arrangements by the Applicant.
  
22. It is contended that under Section 14(2A) of the IBC, the Respondent is entitled to discontinue services in the event of non-payment. While the Respondent admits receipt of rent for January to April 2023, any alleged agreement is denied.
  
23. It is further contended that the Respondent raised an invoice dated 09.03.2023 for outstanding rent from July 2022 to December 2022, however, no payment was made by the RP.
  
24. It is averred that no intangible assets remain at the premises, and that servers were removed by the promoter, Mr. Tapaas Chakravarthi, prior to the intentional fire incident caused in 2018. It is further averred that

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no independent valuation of alleged intangible assets has been conducted by the RP, and reliance is placed on inflated book values. Any computers which are of 5 years old are stated to be obsolete and of scrap value.

25. It is submitted that, vide email dated 24.03.2023, the Respondent informed the RP that no assets of the Corporate Debtor had been disturbed and requested removal of such assets within ten (10) days. It is further submitted that the RP's team inspected the premises on 13.06.2023 and again on 15.06.2023, and an inspection report dated 19.06.2023 was shared, indicating the deteriorated condition of the scheduled property.
26. It is submitted that the condition of the scheduled property has significantly deteriorated due to lack of maintenance, including damage caused by rodent infestation and termites, as communicated to the RP vide notice dated 21.03.2023, however, no remedial action was taken.
27. Respondent's submissions in **I.A No. 343 of 2025:**
- 27.1 It is submitted that the Resolution Professional and subsequently the Liquidator had access to the scheduled property until the eviction decree was executed by the Chief Judge, City Civil Court on 27.09.2024.
- 27.2 It is further submitted that the only movable items remaining at the scheduled property comprised unused, damaged, and obsolete computers, office furniture, generators, and similar materials, located both within the building and in the surrounding premises, which were gradually removed by the erstwhile Resolution Professional over a period of time.

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27.3 It is submitted that E.P. No. 801 of 2022 was executed through the bailiff, and possession of the scheduled property was delivered to the Respondent on 13.09.2024. It is further submitted that, as per the bailiff's report, the premises were found vacant at the time of execution, and no articles were present when the bailiff, along with the panchas, entered the scheduled property.

27.4 In view of the above, it is contended that the question of taking custody or preserving any assets of the Corporate Debtor at the scheduled property does not arise.

**Findings**

28. The Corporate Debtor was admitted into Corporate Insolvency Resolution Process (CIRP) by this Authority on 17.06.2022, and an Interim Resolution Professional (**IRP**) was appointed. Subsequently, the Committee of Creditors (**CoC**) appointed Mr. Ahalada Rao Vummenthala as the Resolution Professional (**RP**). It is not in dispute that the Corporate Debtor was in possession of the premises bearing No. 8-2-268/1/A, Road No. 3, Banjara Hills (**scheduled property**) as a lessee under the Respondent, and such possession continued as on the insolvency commencement date.
29. Prior to initiation of CIRP, the Respondent had instituted O.S. No. 777 of 2013 seeking eviction of the Corporate Debtor. A decree was passed on 20.06.2022, partly in favour of the Respondent, and execution proceedings in E.P. No. 801 of 2022 were initiated which is stated to be pending.
30. The record further reflects that the Respondent, vide email dated 23.03.2023, sought access to the premises for carrying out certain

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works, including cutting of trees. Subsequent correspondence dated 24.03.2023 indicates that such work was to be carried out over a period of 8 to 10 days by a small crew.

31. The RP, vide email dated 24.03.2023, requested the Respondent to permit access to the premises, stating that the premises had been locked and that certain belongings of Mr. Tapaas Chakravarthi were in the process of being packed when access was restricted. The RP further sought cooperation on the ground that certain assets, including servers, computers, and other equipment allegedly valued at Rs. 2 Crores, were located at the premises, and emphasized that the Corporate Debtor was undergoing CIRP, with the RP acting as an officer of this Authority.
32. The RP further indicated that rental arrears would be paid upon receipt of funds in the CIRP account and stated that the premises would be vacated on or before 13.06.2023. It was also asserted that employees could not be removed without notice, as their assistance was necessary for identification and handling of the assets situated at the premises.
33. Thereafter, vide email dated 28.03.2023, the RP stated that the Respondent would be responsible for maintenance of servers and CCTV cameras and cautioned that non-restoration of possession may impact payments due to the Respondent. It is pertinent to note that rental payments for the period January 2023 to April 2023 were made by the RP and acknowledged by the Respondent. The Applicant has also stated that outstanding dues would be cleared upon receipt of contributions from the CoC.
34. In the meanwhile, the Corporate Debtor was ordered into liquidation by this Authority vide order dated 20.12.2023 in I.A. (IBC) No. 1485 of 2023, and Mr. Venka Reddy Bathina was appointed as the Liquidator.

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35. Subsequently, in Execution Petition No. 801 of 2022, the competent civil court issued a warrant for delivery of possession, which was executed by the bailiff on 13.09.2024, resulting in handing over of possession of the scheduled property to the Respondent. The executing court, vide order dated 27.09.2024, recorded the execution of the warrant and delivery of possession.
36. It is the case of the Applicant that during the subsistence of the moratorium under Section 14 of the Code, the Respondent interfered with the possession of the Corporate Debtor and, on 13.04.2023, allegedly took forcible possession of the premises and denied access to the RP and employees.
37. The Applicant further contends that the acts of the Respondent, including locking of the premises and restricting access, are in violation of the moratorium provisions and have impeded the conduct of CIRP, particularly as books of account, records, and movable assets of the Corporate Debtor were located therein.
38. Per contra, the Respondent contends that the eviction decree is valid and enforceable in accordance with law and submits that rental dues were outstanding. It is further contended that, in terms of Section 14(2A) of the Code, services could be discontinued in the event of non-payment.
39. In view of the aforesaid factual matrix, the issues that arise for consideration are: (i) whether the actions of the Respondent constitute a violation of the moratorium imposed under Section 14 of the Code; and (ii) whether the Applicant is entitled to restoration of possession of the scheduled property and other consequential reliefs.

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40. At the outset, it is necessary to examine the scope of the moratorium under Section 14(1)(d) of the Code, which expressly prohibits recovery of any property by an owner or lessor where such property is occupied by, or in the possession of, the Corporate Debtor during the subsistence of the moratorium.
41. In the present case, it is not in dispute that the Corporate Debtor was in possession of the scheduled property as on the insolvency commencement date, i.e., 17.06.2022. The mere existence of an eviction decree or the pendency of execution proceedings does not dilute or override the statutory protection afforded under Section 14, so long as the moratorium remains in force.
42. The contention of the Respondent that the lease had expired and that the Corporate Debtor was in unauthorised occupation cannot prevail over the mandate of Section 14, the object of which is to preserve the status quo of the assets of the Corporate Debtor and ensure that the CIRP proceeds without disruption.
43. The material placed on record, particularly the correspondence exchanged between the parties, establishes that the Resolution Professional was exercising constructive possession and control over the premises during the CIRP period. The emails dated 23.03.2023, 24.03.2023, and 28.03.2023 reflect ongoing engagement concerning access, maintenance, and use of the premises.
44. The allegation that the Respondent, on 13.04.2023, took forcible possession and denied access has not been effectively rebutted. The act of locking the premises and restricting access amounts to dispossession of the Corporate Debtor during the moratorium.

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45. Such conduct clearly falls within the prohibition contained in Section 14(1)(d), as it results in recovery of possession by the lessor during the moratorium period. The reliance placed on Section 14(2A) is misplaced, as the said provision pertains to essential services and does not extend to repossession of immovable property.
46. Non-payment of rent, though a contractual issue, does not entitle the Respondent to evict or dispossess the Corporate Debtor during the moratorium. Denial of access to premises housing books of accounts and assets would materially impede the CIRP and defeat the objectives of the Code.
47. The Hon'ble Supreme Court in **Rajendra K. Bhutta vs. Maharashtra Housing and Area Development Authority and Another (2020) ibclaw.in 27 SC**, it was observed that:

*“This is for the very good reason that when a moratorium is spoken of by Section 14 of the Code, the idea is that, to alleviate corporate sickness, a statutory status quo is pronounced under Section 14 the moment a petition is admitted under Section 7 of the Code, so that the insolvency resolution process may proceed unhindered by any of the obstacles that would otherwise be caused and that are dealt with by Section 14.”*

48. Similarly, the Hon'ble NCLAT in **Navbharat Castings LLP vs. Moser Baer India Ltd. and Anr. (2018) ibclaw.in 148 NCLAT**, it was observed that:

*“3. On hearing the learned counsel for the appellant and in view of sub-clause (1) of clause (d) of Section 14 of the Insolvency and Bankruptcy Code, 2016, the recovery of property by the owner*

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*occupied by the ‘Corporate Debtor’ is not permissible during the  
period of moratorium.”*

49. At this juncture, it becomes necessary to examine the subsequent developments placed on record in I.A. No. 343 of 2025, particularly with respect to the execution of the eviction decree through due process of law and the bailiff’s report.
50. The record indicates that possession of the scheduled property was delivered to the Respondent on 13.09.2024 through execution proceedings conducted by the competent civil court. The bailiff’s report particularly records that the premises were found vacant and no articles were found therein. **(page 19-20 of the Counter in I.A No. 343 of 2025).**
51. It is significant to note that the said execution was carried out subsequent to the liquidation order dated 20.12.2023. Upon commencement of liquidation, the moratorium under Section 14 ceases to operate, and the affairs of the Corporate Debtor are thereafter governed by the provisions of Chapter III of the Code, including Section 35 of the Insolvency and Bankruptcy Code, 2016, which vests the Liquidator with the authority to take custody and control of the assets and to represent the Corporate Debtor in legal proceedings.
52. In this regard, we refer to the order of this Hon’ble High Court of Delhi in ***Elecon Engineering Company Ltd. v. Energo Engineering Projects Ltd. & Ors, (2022) ibclaw.in 221 HC***, it was observed that:

*“13. From the language of Section 33(5) of the IBC, it is clear that the bar/moratorium is only in respect of fresh suits or legal proceedings. Unlike the moratorium under Section 14 of the IBC,*

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*where it is clearly noted that the moratorium is in respect of institution of suits or continuation of pending suits or proceedings against corporate debtor, the words “continuation of pending suits or proceedings” are conspicuously absent in Section 33(5) of the IBC*

.....

16. A similar view was taken by Kerala High Court in *The Liquidator of **The Corporate Debtor, Viz., Orion Kuries And Loans Private Limited v. The State of Kerala And Ors. MANU/KE/1245/2022.*** It was specifically observed in the said judgment that unlike Section 14(1)(a) of the IBC, under Section 33(5) of the IBC there is no prohibition for continuance of already instituted suits and proceedings. The moment the liquidation proceedings commence, there would be a bar only in respect of fresh suits or proceedings in terms of Section 33(5) of the Code. However, the pending suits and proceedings shall continue. In view thereof, the Kerala High Court upheld the order passed by the Controlling Authority under the Minimum Wages Act, 1948 even though the same was passed during the liquidation process.

.....

26. *In light of the aforesaid legal principles, even if it is assumed that there was an omission on behalf of the legislature in not applying the moratorium under Section 33(5) of the IBC to pending suits, the same cannot be supplied by the Courts. It is for the legislature to amend the statute.”*

53. From the above, it is understood that Section 33(5) does not bar continuation of pending suits and Section 63 bars only fresh suits, not those already pending before liquidation.

**Case Citation: (2026) ibclaw.in 1348 NCLT**  
**IN THE NATIONAL COMPANY LAW TRIBUNAL**  
**HYDERABAD BENCH, COURT-II**

**I.A (IBC) No. 804 of 2023 &**  
**I.A (IBC) No. 343 of 2025**  
**in**

**C.P (IB) No. 402/7/HDB/2020**  
**Date of Order: 30.04.2026**

54. In view of the foregoing, it is held that the execution proceedings, arising out of O.S. No. 777 of 2013 and instituted prior to the commencement of liquidation, are legally maintainable and are not hit by Section 33(5) of the Insolvency and Bankruptcy Code, 2016. Consequently, execution of the decree through due process of law does not amount to a violation of the Code and cannot be equated with impermissible acts of dispossession during the subsistence of the moratorium under Section 14.
55. In light of the aforesaid findings and the subsequent developments on record, particularly the execution of the decree and delivery of possession through the process of the executing court after the commencement of liquidation, the reliefs sought in I.A. No. 804 of 2023, insofar as they relate to restoration of possession of the scheduled property, do not survive for consideration and are accordingly declined.
56. Further, in view of the bailiff's report recording that, at the time of execution, the premises were found vacant and no movable assets of the Corporate Debtor were found therein, no direction can be issued for handing over of any assets. In the absence of any material to establish the existence or possession of such assets with the Respondent, the relief sought in I.A. No. 343 of 2025 also does not survive for consideration.

Accordingly, both **I.A (IBC) No. 804 of 2023 & I.A (IBC) No. 343 of 2025** in C.P (IB) No. 402/7/HDB/2020 are **dismissed** and disposed of.

Sd/-

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

Sd/-

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