IN THE NATIONAL COMPANY LAW TRIBUNAL

PRINCIPAL BENCH, NEW DELHI

IN

CP(IB)/203(PB)/2026

(Under Section 9 of the Insolvency and Bankruptcy Code, 2016, read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority), Rules, 2016)

IN THE MATTER OF:

Anish Sanghai .... Petitioner/Operational Creditor

Vs.

Ashimara Housing Pvt. Ltd. .... Respondent/Corporate Debtor

Order Reserved On: 24.08.2026

Order Pronounced On: 03.09.2026

CORAM:

JUSTICE ANUPINDER SINGH GREWAL
HON'BLE PRESIDENT

SHRI RAVINDRA CHATURVEDI,
HON'BLE MEMBER (TECHNICAL)

Appearances:

For the Petitioner: Mr. Shashank Bhansali, Advocate along with Mr. Akshat Kulshrestha, Advocate

ORDER

1. This Application has been filed by Mr. Anish Sanghai, who being the power attorney holder, is acting on and for behalf of himself, Ms. Preeti Gautam, Ms. Shruti Jain, and Mr. Divyansh Gautam (**the Applicants / Operational Creditors**), on 25.04.2026 before this Adjudicating Authority under Section 9 of the Insolvency and Bankruptcy Code, 2016 (**IBC or Code**) read with Rule 6 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules, 2016, for initiating the Corporate Insolvency Resolution Process (**CIRP**), declaring moratorium and for appointment of Interim Resolution Professional (**IRP**) for M/s Ashimara Housing Private Limited, the Corporate Debtor (**the Respondent /CD**) on the ground that the Respondent has defaulted in paying an outstanding operational debt of INR 1,99,86,600/- (Rupees One Crore Ninety-Nine Lakhs Eighty-Six Thousand Six Hundred Only). The claimed debt comprises unpaid lease rent arrears accumulated during commercial occupancy and crystallised lock-in rental liabilities under a Registered Lease Agreement dated 31.03.2024, after adjusting the security deposit of INR 15,18,000/-.

2. The present application was filed on 25.04.2026, the matter was taken up on several dates. On 29.04.2026, none appeared for the Petitioner and, in the interest of justice, the matter was adjourned to 03.06.2026. On 03.06.2026, notice was issued to the Respondent, with an opportunity to file its reply, and the matter was listed for 13.07.2026. On 13.07.2026, time was granted to the Petitioner to bring the Affidavit of Service on record, and the matter was listed for 28.07.2026. On 28.07.2026, a further opportunity was granted to place the Affidavit of Service on record, and the matter was listed for 04.08.2026. On 04.08.2026, the Petitioner again undertook to place the Affidavit of

Service on record, and the matter was adjourned to 24.08.2026. On 24.08.2026, arguments were heard, and the matter was reserved for orders. Thus, in the interest of justice, several opportunities were granted to the parties to complete the pleadings and contest the matter.

SUBMISSIONS BY THE PETITIONER / OPERATIONAL CREDITOR

3. The Petitioner / Operational Creditorsare the joint owners and lessors of the commercial residential property situated at Plot No. 6, Tejasvini Greens 1, Dhamikalan, Jaipur, Rajasthan – 303007.

4. The Respondent / Corporate Debtor, M/s Ashimara Housing Private Limited, is a company incorporated under the Companies Act, 2013, having its registered office at 1st Floor, 221, Opposite Ahuja Building, Okhla Phase III, New Delhi – 110020. The Corporate Debtor operate under the name and style of "your space" and was the lessee of the premises situated at Plot No. 6, Tejasvni Greens-1, Dhami Kalan, Jaipur, Rajasthan, 303007. Since the registered office of the Corporate Debtor is situated in New Delhi, this Adjudicating Authority has territorial jurisdiction to entertain and adjudicate upon this Application.

5. That in 2023, the Respondent had approached the Petitioner with a proposal to develop and lease out the aforesaid premises at Jaipur. Pursuant to negotiations, a binding Term Sheet was executed between the parties on 08.09.2023, following which the Operational Creditors developed and customised the building structure and amenities in accordance with the specifications requested by the Corporate Debtor.

6. Subsequently, a formal Registered Lease Agreement was executed on 31.03.2024 for a period of ten (10) years commencing from 01.08.2024 to 31.07.2034 unless terminated earlier in terms of the Lease Agreement.

Parties were also at liberty to renew the contract. Handover date of the premises in was 01.07.2024.

7. Under the terms of the Lease Agreement, the entire period of 10 years of lease was lock-in for lessor, during which lessor could not terminate. Further, the initial four (4) years from 01.08.2024 to 30.06.2028 constituted a Lock-in Period for the Lessee. In the event of default or early termination by the Lessee during the Lock-in Period, Clause 2.4 of the Lease Agreement explicitly stipulates that the Lessee shall be liable to pay 100% of the Lease Rent for the remaining Lock-in Period.

8. The Respondent paid initial security deposits totaling Rs. 15,18,000/- in tranches under the Lease Agreement. Further, advance rent of Rs. 9,10,800/- was paid on behalf of the CD in two tranches on 17.05.2024 and 01.07.2024.

9. As per the lease agreement, monthly lease rent was to the tune of Rs. 5,06,000/- (Rupees Five Lacs Six Thousand) per month from 01.08.2024, for the first three years and thereafter rent shall be escalated by 15 % after every three years. Further, it was agreed between the Parties that the 1st year rent will be 75% of the Monthly Rental amount i.e., Rs. 3,79,500/- or Pro rata of the occupancy, whichever is higher.

10. The Petitioner has submitted that the physical inspection and verification of the premises were conducted by authorized representatives of the Corporate Debtor on 12.07.2024, and the Respondent unequivocally confirmed structural readiness and habitability vide email dated 24.07.2024. On 29.07.2024, the premises were formally handed over. The Respondent thereafter took over possession and commenced

operations from 01.08.2024, operating the premises as a student residential accommodation facility under its brand “Your-Space”.

11. The Petitioners submit that from the very inception of possession, the Corporate Debtor habitually defaulted in paying monthly rental dues. CD failed to clear regular monthly rent instalments. Cheque No. 000438 dated 04.11.2024 drawn on ICICI Bank for Rs. 1,13,850/- towards partial payment of lease rent was dishonoured upon presentation and in this regard, a notice dated 04.11.2024, was also sent.

12. Further Ad-hoc partial payments were made on 04.11.2024 for an amount of Rs. 4,55,400/-, 23.01.2025 for an amount of Rs. 2,70,000/- and further some payments in the months of August to October 2025.

13. The Petitioner has further submitted that in October 2025, the Resondent abruptly abandoned the leased premises without formal contractual handover, leaving resident students unattended, while seeking time to set up an 'Easebuzz' payment gateway.

14. Thereafter, the Petitioner issued legal demand notice dated 12.11.2025. In response thereto the Respondent issued letters dated 15.11.2025 and 01.12.2025 alleging 'material breach' of non-furnishing of Fire NOC, Lift License, and statutory documents, and sought to terminate the lease.

15. The Applicant issued a statutory demand notice dated 22.01.2026 under section 8 of the IBC, to which no reply has been received within the time prescribed.

16. The Petitioners contend that the total operational debt in default stands at INR 1,99,86,600/-, comprising Rs. 49,07,800/- towards accrued unpaid rent and Rs. 1,65,96,800/- towards crystallised lock-in rental

liability, net of security deposit adjustment. Statutory Demand Notice under Section 8 of the IBC was served on 24.01.2026.

17. The matter has been heard on multiple dates. On 03.06.2026, notice on the Application was issued to the Respondent. An affidavit of service was filed on behalf of the Petitioner, as per which notice was delivered to the Respondent. The instant Matter was further listed on 13.07.2026, 28.07.2026, 04.08.2026, and argued on 24.08.2026, however, the Respondent has not been represented on any of these dates. Therefore, after hearing arguments on behalf of the Applicant and considering non-representation of the Respondent despite service of notice and adequate opportunities, the instant petition was reserved on 24.08.2026 in the absence of representation of the Respondent.

ANALYSIS & FINDING

18. We have heard the Learned Counsel for the Petitioner.

19. As per sections 8 and 9 of the IBC, the Applicant must successfully establish essential conditions being 'existence of Operational Debt', there must be an 'Operational debt legally due and payable' by the Corporate Debtor to the Operational Creditor; and occurrence of 'Default' by the CD in payment of the operational debt. Upon occurrence of default, operational creditor is required to serve a Statutory Demand Notice upon the Corporate Debtor. The notice must be issued and served in the prescribed form and manner. Ten-Day Statutory Waiting Period After receiving the demand notice is granted to the Corporate Debtor to respond. There shall be no Pre-existing Dispute having been brought to the notice of the Operational Creditor by the Corporate Debtor, or a pending suit/arbitration concerning the debt which was instituted before receipt of the demand notice. Thus, the Operational Creditor must be able to demonstrate that there is no genuine pre-existing dispute relating

to the operational debt and that the Corporate Debtor has not paid the unpaid operational debt within the statutory period.

20. In the instant case, the Petitioner has served a statutory demand notice on 27.01.2026. Applicant submits that no reply has been received to the notice. Further, there is no representation on behalf of the Respondent in the hearings of this matter. Be that as it may, Petitioner has filed initial correspondence between the parties, including email communications, copy of the reply dated 15.11.2025 by the Corporate Debtor, copy of the Letter of termination dated 01.12.2025 on record.

21. It is the main contention that Respondent has failed to pay monthly lease rentals and is in breach of the agreement, having terminated the lease.

22. The primary satisfaction that this Adjudicating Authority has to record is that there existed operational debt payable by the CD to the Operational Creditor, the debt was due, and default has been committed thereupon, and there exists no pre-existing dispute between the parties.

23. There was a Lease Agreement dated 31.03.2024 executed between the Operational Creditors and the Corporate Debtor. Relevant portions of the Lease Agreement are extracted hereinbelow:

3.1. In consideration of the Lease granted, the Lessee shall pay to the Lessors, the lease rent as specified in **Annexure II** hereto (hereinafter referred to as the **"Lease Rent"**) which shall be net of applicable direct and indirect taxes.

3.2. The Parties have also agreed to pay 3 months rent as advance rent (hereinafter referred to as the "**Advance Rent**") which shall be net of applicable direct and indirect taxes in the manner detailed below:

S.No.	Amount	Date of Payment	Reference
1.	INR. 10,12,000/-	31 March 2024	
2.	INR. 5,06,000 /-	On handover Date	

3.3. The Lessors shall handover the Said Premises along with the Amenities to the Lessee by Handover Date. The Lessors shall ensure to fulfil the handover conditions as specified in **Annexure I**. Further, the Parties have agreed that the Lessors shall give a rent-free period to the Lessee from the Commencement date to the Handover date.

3.4. The Parties have agreed that, in the event the Handover Conditions of the said Premises not being met or Completion Certificate/NOC (If applicable) from the Local Authorities is delayed beyond the Handover Date, i.e., 01/08/2024, the Lessee shall be entitled to pay Lease Rent on pro rata basis till 31/07/2025, linked to the occupancy of the subject Property.

3.5. It is agreed between the Parties that the 1st year rent will be 75% of the Monthly Rental amount i.e Rs. 3,79,500/- or Pro rata of the occupancy, whichever is higher. For clarification; If the occupancy of the beds will be above 75% then the rental shall be increased by the same number of occupancy. This arrangement is for first year of the Lease period.

...

3.7. The Lessee has agreed to pay the Lease Rent for entire year shall be paid in two tranches; Rent for first 6 months shall be paid on 15th of September 2024 and second tranche of rent shall be paid by 15th day of February, 2025 and same structure will be continued during the Term of this Agreement.

...

3.10. During the subsistence of the Lease, the Lessors shall make arrangements for back-up of certain Utilities as specified in **Annexure I**. The charges on the consumption of back-up Utilities shall be borne by the Lessee and shall be paid at actuals.

...

4.1. The Lessee has paid INR.15,18,000 equivalent to three months' rent as interest fee refundable Security Deposit to the Lessors (**"Security Deposit"**) in the manner detailed below:

S. No.	Amount	Date of Payment	Reference
1.	INR 4,94,500/-	28/09/2023 (Paid on Signing of the Term Sheet)	
2.	INR 10,23,500/-	Within 48 hours of execution of this agreement	

5.1. Obligations of the Lessors

5.1.1. Amenities: The Lessors shall provide Amenities in the said Premises in good and workable condition and as per the specifications of the Lessee. In the event, there is any damage caused to the Amenities or the Amenities cease to work properly during the Term then the Lessors shall repair or replace such Amenities at its own cost and expenses, unless the damage is directly attributable to the Lessee due to use or damage to the Amenities. The Lessors shall maintain all applicable licenses and registration required to be obtained and maintained in relation to the Amenities (As applicable), pursuant to the Handover of such Amenities and Lessee occupying the Said Premises upon being satisfied that Lessors have adhered to the conditions cited in **Annexure I**. The Lessors shall maintain all the required Annual Maintenance Contracts as specified in **Annexure III** for the first year of lease period ending on 31/07/2025.

...

5.1.3. Land and Building Structure: The Lessors shall be responsible, at its own expense, to keep the foundation, roof, exterior walls, all load-bearing portions, and other structural construction of the Said Premises ("**Structure of Said Premises**") in good repair and condition throughout the term of this Agreement. The Lessors at its own cost shall resolve any issues arising in the Structure of the Said Premises including any plumbing, electrical seepage & leakage issues which may arise due to faulty or improper construction of the residential building (collectively referred to as "**Structural Issues**") except when caused due to damage to the structure. In the event, there are any Structural Issues, the Lessee shall forthwith inform the Lessors regarding the same. The Lessors shall resolve the Structural Issue within 15 (Fifteen) days of being informed failing which the Lessee may resolve such issues at its own expense and adjust such amount from the Lease Rent. The Lessors shall be responsible for any injury, loss, claims or damages caused to any person or Residents or property of the Lessee or Residents due to any Structural Issues including any faults or omissions in the construction of the Said Premises and shall keep the Lessee indemnified in relation to such damages, loss or injury. The Lessee will examine the property while taking handover for any structural lacunas and highlight, if any.

...

5.2. Obligations of the Lessee:

5.2.1. Use of Said Premises & Amenities: The Lessee shall use the Said Premises for providing long term residential accommodation to the Residents. The Lessee shall use the Said Premises (including the Amenities) with adequate care and caution and shall always maintain the same in good working order (subject to normal wear and tear). If any damage is caused to the Said Premises or the Amenity(ies) due to the fault attributable to the Lessee or the Resident(s), the Lessee shall restore the Said Premises and/or the Amenity(ies) to the original condition by carrying out repairs/replacements at its own cost and expense.

...

8. TERMINATION

8.1. Termination during Lock-in Period

8.1.1. Notwithstanding Clause 2.2 of this Agreement, the Lessee shall be entitled to terminate this Agreement during the Lock-in Period on occurrence of any of the following events ("**Lessors Events of Default**"):

8.1.1.1. The Lessors has been declared insolvent or insolvency proceedings has been initiated against the Lessors as per the applicable Laws;

8.1.1.2. The Lessors has committed breach of material terms and conditions of this Agreement, including and not limited to, the Lessors failure to obtain the relevant licenses or permission from the relevant authorities or in case of structural defects in the Said Premises leading to business disruption to the Lessee.

8.1.1.3. The material representations and warranties of the Lessors as provided in this Agreement are untrue, incorrect and/or misleading;

8.1.1.4. In case any criminal proceedings have been initiated against the Lessors and a charge-sheet in this regard has been filed by the authorities in the court; or

8.1.1.5. An order has been passed by a government authority for the demolition of the building on the Said Premises or acquisition of Said Premises.

8.1.2. Notwithstanding Clause 2.3 of this Agreement, the Lessors shall be entitled to terminate this Agreement during the Lock-in Period on occurrence of any of the following events ("**Lessee Events of Default**"):

8.1.2.1. Insolvency proceedings have been initiated against the Lessee as per the applicable laws;

8.1.2.2. The Lessee has committed breach of material term and condition of this Agreement and has been, unable to cure such breach within 30 days of being informed of such transgression.

8.1.2.3. The material representations and warranties of the Lessee as provided in this Agreement are untrue, incorrect and/or misleading.

8.1.2.4. Non-payment of Lease Rent for 2 (two) or more consecutive months and the same has not been cured within 30 (Thirty) days of Lessors providing written Notice.

8.1.3. Consequences of Termination in Lock-in Period:

8.1.3.1. In the event, the Lessor is required to terminate this Agreement due to Lessee Events of Default or any other reason, then the Lessee shall be liable to pay to the Lessor 100% of the the License Fee for the remaining Lock-in Period of this Agreement.

8.1.3.2. The Lessor shall refund the Security Deposit to the Lessee simultaneously upon receipt of the peaceful and vacant possession of the Said Premises after deducting any un-disputed dues including arrears towards License Fee, utility bills etc.

ANNEXURE II
LEASE RENT

1. Subject to the Agreement being in force, the Lessee shall pay Lease rent of Rs. 5,06,000 (Rupees Five Lacs Six Thousand) per month from 01/08/2024, for the first three years and thereafter rent shall be escalated by 15 % after every three years.

BANK ACCOUNT DETAILS:
- Account Holder' Name – Preeti Gautam
- Bank Name – ICICI Bank
- Account No. – 694301500620
- IFSC Code – ICIC0006943

- Account Holder' Name – Shruti Jain
- Bank Name – ICICI Bank
- Account No. – 678805500632
- IFSC Code –ICIC0006788

24. The lease agreement records corresponding rights and liabilities between the parties, including payment terms of lease rentals. Therefore, is no doubt that there existed an operational debt vis. a claim relating to the provision of services being the lease by lessor, within the meaning of section 5(21) of the IBC.

25. Now we have to see whether record suggests any default by the Corporate Debtor. Legal notice dated 12.11.2025 by the CD to the Applicant is extracted hereinafter:

Date: 12 November 2025

To
Arun Prabhat Singh Bisht/Venayak Gupta/Shubha Lal/Nidhi Kumra
Ashimara Housing Private Limited
First Floor, 221, Opposite Ahuja Building,
Okhla Phase III,
New Delhi – 110020

Subject: Subsequent Legal Notice – Continued Breach of Registered Lease Agreement, Demand for Vacating Premises & Recovery of Outstanding Dues

Dear Ashimara Housing Private Limited Team,

We, Preeti Gautam, Shruti Jain, Anish Sanghai and Divyansh Gautam, the lawful owners/landlords of the premises situated at Plot No. 5B & 6, Dhamikalan, Jaipur, Rajasthan – 303007, issue this subsequent notice to you in continuation of the earlier legal notice dated 16 April 2025 served upon your company, Ashimara Housing Private Limited, in relation to non-payment of rent and breach of your obligations under the registered Lease Agreement dated 31 March 2024 (the "Agreement").

1. Background & Prior Notice: Vide our notice dated 16 April 2025, you were called upon to:
a. Pay the outstanding rent due, then amounting to Rs.30,36,000, or
b. Vacate and hand over peaceful possession of the premises

Within 30 days, failing which we reserved the right to initiate legal remedies including eviction and recovery of damages. Pursuant to said notice, you released only Rs.5,40,000 (net of TDS). This payment was treated as part-payment of overdue rent. However, despite this, your company has again defaulted in payment of monthly rent and no payment has been released against pending Lease rent.

2. Continuing Breach and Outstanding Amounts: As on date, the total unpaid rent amounts to Rs.53,07,838 (Rupees Fifty-Three Lakh Seven Thousand Eight Hundred Thirty-Eight only) despite continuous occupation of the premises. This persistent non-payment is a material breach of the Agreement, including but not limited to Clause 8.1.2.4, which entitles the landlord to terminate the lease and assume immediate possession upon rental default.

3. Lock-In Obligations: As per the Agreement, the lease carries a lock-in period. Since the breach has been solely caused by your non-payment and default, the balance lock-in rent amounting to Rs.1,66,98,000 (Rupees One Crore Sixty-Six Lakh Ninety-Eight Thousand only) has become immediately due and payable.

In light of your continued breach, failure to clear outstanding dues, and violation of the terms of the Agreement, we hereby:

1. Call upon you to vacate the premises and hand over peaceful physical possession of the property to us within 7 days of receipt of this notice; and
2. Pay the following amounts within the same period:
    - Outstanding Rent: Rs.53,07,838
    - Lock-in Rent Liability: Rs.1,66,98,000
    - Any additional contractual and statutory charges

Total presently due: Rs.2,20,05,838 (Rupees Two Crore Twenty Lakh Five Thousand Eight Hundred Thirty-Eight only). Any delay will attract applicable interest.
Should you fail to comply within 7 days of receipt of this notice, we shall be constrained to initiate appropriate legal proceedings at your sole risk, cost and consequence, including but not limited to:

- Recovery of dues,
- Eviction proceedings,
- Claim for damages and applicable interest,
- Recovery of litigation expenses.

Nothing contained herein shall be deemed to prejudice any other rights and remedies available to us under the Agreement and applicable law.

Without Prejudice: This notice is issued without prejudice to all our legal rights and remedies. We expect your immediate compliance.

Kindly govern yourselves accordingly.

Yours faithfully,

Preeti Gautam, Shruti Jain, Anish Sanghai, Divyansh Gautam

26. In response to the above notice, a letter dated 15.11.2025 was sent on behalf of the CD, relevant portion of which is extracted below:

2. It is correct that a Lease deed dated 31.03.2024 was entered between you and Your Space for the lease of Plot No. 5B & 6, Dhamikalan, Jaipur, Rajasthan 303007(hereinafter referred to as "Said Premises"). The said premises were required by Your Space to run a housing facility for students and working professionals. That the lease commenced from 1st August 2024 and was to remain in force up to 10 years i.e., from 1st August 2024 (Rent Commencement Date) up until 31st July 2034, both days being inclusive. A period of 4 years was provided as "Lock-in Period" from the lease commencement date for the Lessee and the entire duration of the Lease Deed i.e. 10 Years has to be treated as Lock-in Period for you (Lessors), wherein it was agreed that subject to the terms of this agreement neither party could terminate the agreement during the said period.

3. That Clause 5 of the Lease Deed provides for the Obligations of the Lessor wherein in terms of sub-clause 5.1.11 it was committed that You will provide the list of Documents mentioned in Annexure-IV more particularly ascribed herein again:

- Latest license to operate lift;
- Fire NOC
- Cancelled Cheques, Aadhar Card and PAN Card of the Lessors;
- BU Permission and Commencement Certificate or any other permission/certificate in relation to the premises;
- Conveyance Agreement in relation to the property;
- Purchase deed/title deed/Property Card of Ownership;
- Approval of sanction plans by the authority in relation to construction of the building;
- Approval of the authority in relation to installation of the electricity meter (temporary or permanent) along with the latest electricity bill and payment challan;
- Electricity Load Sanction Letter;

- Latest gas and water bill and payment challan;
- Non Objection Certificate for using the said Premises Address for GST Registration as specified in **Annexure V**;
- Insurance documents in relation to the land and the building;
- Property Tax Payment Receipts.

4 That numerous times it was communicated to you over calls and via whatsapp. However, despite repeated concerns highlighted to you by the authorized personnel of Your-Space, pertaining to the requirement of the above mentioned documents since most of the documents are required as per the statutory Government requirement and required for the safety purpose of the residents, but the issue in question remains unresolved.

5. It is pertinent to mention here that since you are aware that we are providing hostel services to the Institutes and Universities and in the absence of above documents all the Institutes and Universities denied to obtain the Hostel services from our Company.

6. That due to persistence of the unresolved issue, the designated activities to be carried out at the said premises have been significantly impacted and thus disrupted. Such persistent and repeated failure on your part to address the requirement of the statutory documents have caused severe constraints and losses to Your-Space in carrying out its business. Because without such documents like Fire NOC, Property Tax receipt, Building Permissions, Lift NOC, Building Insurance etc. Your-Space is not able to approach the Universities, Students and working professionals for the sale/rental of the beds which is the basic requirement of our business.

7 That in light of the afore-stated facts please note that Your Space reserve its rights to terminate the agreement in terms of Clause 8.1.1.2 for breach of material terms and conditions of this agreement. Owing to the long standing relationship with You, Your-Space did not exercise its rights but now reserves its rights to legal recourse.

The Respondent in the aforementioned communication has highlighted failure of statutory compliances by the Petitioner/lessor, breach of warranties and obligations on part of the Petitioner/lessor and resultant right ensuing in favor of Lessee to terminate the lease.

27. The above reply is followed by 'Notice of Lease Termination' dated 01.12.2025 by the Respondent/Corporate Debtor to the Petitioner, relevant portion of which is extracted below:

> That Your Space has the right to terminate the agreement in terms of Clause 8.1.1.2 for breach of material terms and conditions of this Agreement and accordingly Your-Space is exercising its right to Terminate the said Lease dated 31.03.2024.
>
> Accordingly, Your Space hereby provides you a termination and Property vacation notice of 30 days and **terminates the Said Lease on 01st December 2025**. Your-Space will vacate the Said Premises on 31st December 2025. You are hereby requested to deduct/adjust the unpaid rental from the security deposit.
>
> It is further made clear that the present notice may be treated as a notice determining the lease under Section 111 of the Transfer of Property Act, 1882.
>
> You are also instructed to acknowledge the receipt of this notice. Further, you are requested to make arrangements for taking over the handover of the property on 31st December 2025, subject to the adjustments as mentioned above.
>
> A copy of this notice has been retained in our office as part of our records.
>
> Sincerely,

28. The above reply and termination notice on behalf of the Respondent suggests a contractual dispute between the parties going to the roots of the underlying lease agreement, and without determination of the same, it cannot be determined whether the default has been committed by the Respondent.

29. The perusal of the above record demonstrates that the communications alleging material breach of contractual covenants and non-compliance with statutory safety requirements were issued by the Corporate Debtor on 15.11.2025 and 01.12.2025, whereas the Section 8 Demand Notice was issued by the Operational Creditor much later on 24.01.2026.

30. The Hon'ble Supreme Court in ***Mobilox Innovations Private Limited v. Kirusa Software Private Limited (2018) 1 SCC 353*** held that all that the Adjudicating Authority has to see at the stage of Section 9 application is whether there is a plausible contention which requires further investigation and that the 'dispute' is not a patently feeble legal argument or an assertion of fact unsupported by evidence. It is not necessary for the Corporate Debtor to show that the defence would ultimate succeed.

31. In the instant case, the dispute regarding statutory non-compliances (Fire NOC, Lift License), structural defects, and material breach leading to lease termination arose in November/December 2025 well prior to the Section 8 Demand Notice of January 2026. This pre-existing dispute is supported by documentary evidence on..

32. In ***Promila Taneja vs. Surendri Design Pvt. Ltd., Company Appeal(AT) (Ins.) No. 459 of 2020,*** the NCLAT held that where the Corporate Debtor had terminated the lease the legality of such termination was an issue requiring trial, thereby constituting a pre-existing dispute; accordingly, the Section 9 application was not maintainable.

33. Furthermore, as per Applicant’s own calculation in the ledger placed on record (Annexure 12 of the Application) states that a substantial portion of the claim of INR 1,99,86,600/- comprises future lock-in rental liability to the tune of INR 1,65,96,800/-. The ledger is extracted hereinafter,

Ashmara Rent Accrual

S. No	Date	Particulars	Amount Due	Amount Received	Balance Due	
1	03-Nov-23	LOI Signing	4,94,500	4,94,500	-	B
2	31-Mar-24	Security Amount	10,23,500	-	10,23,500	C
3	29-Apr-24	Security Amount		2,47,250	7,76,250	
4	02-May-24	Security Amount		2,47,250	5,29,000	
5	09-May-24	Security Amount		5,29,000	-	
6	17-May-24	Advance Rent		5,06,000	-5,06,000	
7	01-Jul-24	Advance Rent		4,04,800	-9,10,800	
8	01-Aug-24	Rent Aug	3,79,500		-5,31,300	
9	01-Sep-24	Rent Sep	3,79,500	-	-1,51,800	
10	01-Oct-24	Rent Oct	3,79,500	-	2,27,700	
11	01-Nov-24	Rent Nov	3,79,500	-	6,07,200	
12	04-Nov-24	Oct Rent Payment	-	4,55,400	1,51,800	
13	01-Dec-24	Rent Dec	3,79,500	-	5,31,300	
14	01-Jan-25	Rent Jan	3,79,500	-	9,10,800	
15	23-Jan-25	Part of Due rent	-	2,70,000	6,40,800	
16	01-Feb-25	Rent Feb	3,79,500	-	10,20,300	
17	01-Mar-25	Rent Mar	3,79,500	-	13,99,800	
18	01-Apr-25	Rent Apr	3,79,500	-	17,79,300	
19	01-May-25	Rent May	3,79,500		21,58,800	
20	01-Jun-25	Rent Jun	3,79,500		25,38,300	
21	01-Jul-25	Rent Jul	3,79,500		29,17,800	
22	01-Aug-25	Rent Aug	5,06,000		34,23,800	
23	30-Aug-25	Partial due rent payment		90,000	33,33,800	
24	01-Sep-25	Rent Sep	5,06,000		38,39,800	
25	01-Sep-25	Partial due rent payment		90,000	37,49,800	
26	03-Sep-25	Partial due rent payment		1,80,000	35,69,800	
27	15-Sep-25	Partial due rent payment		90,000	34,79,800	
28	01-Oct-25	Rent Oct	5,06,000		39,85,800	
29	09-Oct-25	Partial due rent payment		90,000	38,95,800	
30	01-Nov-25	Rent Nov	5,06,000		44,01,800	
31	01-Dec-25	Rent Dec	5,06,000		49,07,800	
		Total Rent Receipt/Accrued	70,84,000	21,76,200	49,07,800	A

		Total Dues after adjusting security.		A - (B+C)	33,89,800

1	01-Jan-26	Lock In Rent - 7 months - Jan to Jul	35,42,000	506000*7
2	01-Jan-26	Lock In Rent - 12 months - Aug 2026 to Jul 2027	60,72,000	506000*12
3	01-Jan-26	Lock In Rent - 12 months - Aug 2027 to Jul 2028	69,82,800	581900*12

Total Rent and Lock-in Period Amount Due before adjusting Security Deposit	**1,65,96,800**	49,07,800	2,15,04,600
Total Rent and Lock-in Period Amount Due after adjusting Security Deposit	**1,65,96,800**	33,89,800	1,99,86,600

The crystalized claim for purported rent already accrued is only for an amount of INR 33,89,800/- which is well below threshold of INR 1 crore. Another portion of claim being future lock-in rent following contract termination constitutes unliquidated damages for breach of contract, requires leading of evidence and formal adjudication by a competent Civil Court. Such unliquidated claim for damages does not fall within the definition of 'Operational Debt' under Section 5(21) of the Code, nor can CIRP proceedings be converted into recovery proceedings for damages. Therefore, actual claim made by the Operational Creditor does not meet the statutory threshold of INR 1 crore and is not maintainable under IBC.

34. Therefore, this Adjudicating Authority is of the considered view that the present Application is liable to be dismissed on account of non-maintainability of claim being below the statutory threshold of INR 1 crore and further evidence of pre-existing contractual dispute between the parties.

Order

35. In view of the above facts and circumstances and the foregoing discussion, we are satisfied that the claim of the Applicant in this Application bearing CP(IB) No. 203(PB)/2026 suffers from a genuine, pre-existing dispute regarding performance of contractual covenants, statutory compliance obligations, and legality of lease termination.

36. It is accordingly, hereby ordered as follows: -

a. The Application bearing **CP(IB) No. 203(PB)/2026** filed by the Applicants under Section 9 of the Code r/w Rule 6 of the Adjudicating Authority Rules for initiating CIRP against the Respondent Corporate Debtor, M/s Ashimara Housing Private Limited, is hereby **dismissed**.

b. The Registry is directed to send a copy of this order to the Operational Creditors, the Corporate Debtor, and the Insolvency and Bankruptcy Board of India (IBBI) for their record.

Sd/-
(ANUPINDER SINGH GREWAL)
PRESIDENT

Sd/-
(RAVINDRA CHATURVEDI)
MEMBER (TECHNICAL)