

NATIONAL COMPANY LAW APPELLATE TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

Company Appeal (AT) (Insolvency) No. 1425 of 2025

[Arising out of Order dated 13.08.2025 passed by the Adjudicating Authority
(National Company Law Tribunal, Court-I, Mumbai in IA (IB) No. 852/MB/
Court-I/2025 in CP (IB) No. 1180/MB/Court-I/IBC/2022)]

IN THE MATTER OF:

Mr. Shanod Sameer Das

Proprietor of ShyamSundar Hospitality; Addressed
At: New Royal Public School,
Nehru Ward, Bela, Bhandara MH 441906 IN.
E-mail: shanod.das55@gmail.com,

...Appellant

Versus

1. CA. Pankaj Bhattad,

Resolution Professional of Gigeo Construction
Company Pvt. Ltd., having IBBI Reg. No.1BBI/
IPA-001/IP-P-02841/2023-24/14362;
Addressed At: Unit No. 65, 6th Floor, Sunteck
Crest, Mukund Nagar, Andheri Kurla Road,
Andheri (E), Mumbai MH 400059 IN.
E-mail: gigeocirp@gmail.com

...Respondent No.1

2. Committee of Creditors,

Gigeo Construction Company Pvt. Ltd.;
Addressed At: No. 9, M. P. Nagar, First Street,
Kongu Nagar Extension, Tirupur, Coimbatore TN
641607 IN.
E-mail: Coimbatore@omkaraarc.com

...Respondent No. 2

Present:

For Appellant : Mr. Amit R. Agrawal, Advocate

**For Respondent : Mr. Utsav Mukherjee, Mr. Saksham Ahuja, Mr.
Mayukh Roy, Advocates for RP**

WITH

Company Appeal (AT) (Insolvency) No. 1426 of 2025

[Arising out of Order dated 13.08.2025 passed by the Adjudicating Authority
(National Company Law Tribunal, Court-I, Mumbai in IA (IB) No. 1404/MB/
Court-I/2025 in CP (IB) No. 1180/MB/Court-I/IBC/2022)]

IN THE MATTER OF:

M/s Home Grid,

Through Its Proprietor: Mrs. Hetal Chandan Madan;

Addressed At: Plot No. 73, Saraswati Nagar, Pandhan Road, Near Shitla Mata Mandir, Ayodhya Nagar, Nagpur-440024.

Mob: +91-9158833336.

E-mail: chandanmadan.crm@gmail.com

...Appellant

Versus

1. CA. Pankaj Bhattad,

Resolution Professional of Gigeo Construction Company Pvt. Ltd., having IBBI Reg. No.1BBI/ IPA-001/IP-P-02841/2023-24/14362;

Addressed At: Unit No. 65, 6th Floor, Sunteck Crest, Mukund Nagar, Andheri Kurla Road, Andheri (E), Mumbai MH 400059 IN.

E-mail: gigeocirp@gmail.com

...Respondent No.1

2. Committee of Creditors,

Gigeo Construction Company Pvt. Ltd.; Addressed At: No. 9, M. P. Nagar, First Street, Kongu Nagar Extension, Tirupur, Coimbatore TN 641607 IN.

E-mail: Coimbatore@omkaraarc.com

...Respondent No. 2

Present:

For Appellant : Mr. Amit R. Agrawal, Advocate

For Respondent : Mr. Utsav Mukherjee, Mr. Saksham Ahuja, Mr. Mayukh Roy, Advocates for RP

WITH

Company Appeal (AT) (Insolvency) No. 1427 of 2025

[Arising out of Order dated 13.08.2025 passed by the Adjudicating Authority (National Company Law Tribunal, Court-I, Mumbai in IA (IB) No. 1100/MB/Court-I/2025 in CP (IB) No. 1180/MB/Court-I/IBC/2022)]

IN THE MATTER OF:

Mr. Chandan Ravishankar Madan,

Aged: 30 Years, Occupation: Business,

Addressed At: Plot No. 73, Saraswati Nagar, Pandhan Road, Near Shitla Mata Mandir, Ayodhya Nagar, Nagpur MH 440024 IN.

Mob: +91-9158833336.
Email: chandanmadan.crm@gmail.com

...Appellant

Versus

1. CA. Pankaj Bhattad,

Resolution Professional of Gigeo Construction Company Pvt. Ltd., having IBBI Reg. No.1BBI/ IPA-001/IP-P-02841/2023-24/14362;
Addressed At: Unit No. 65, 6th Floor, Sunteck Crest, Mukund Nagar, Andheri Kurla Road, Andheri (E), Mumbai MH 400059 IN.
E-mail: gigeocirp@gmail.com

...Respondent No.1

2. Committee of Creditors,

Gigeo Construction Company Pvt. Ltd.;
Addressed At: No. 9, M. P. Nagar, First Street, Kongu Nagar Extension, Tirupur, Coimbatore TN 641607 IN.
E-mail: Coimbatore@omkaraarc.com

...Respondent No. 2

Present:

For Appellant : Mr. Amit R. Agrawal, Advocate

For Respondent : Mr. Utsav Mukherjee, Mr. Saksham Ahuja, Mr. Mayukh Roy, Advocates for RP

J U D G M E N T

ASHOK BHUSHAN, J.

1. These appeals have been filed against the order of the same date dated 13.08.2025, by three separate orders of same date dated 13.08.2025 filed in 3 different IAs filed by RP against the appellant were decided by the impugned order. IAs filed by the RP has been allowed and appellants have been directed to vacate the premises which were in their possession, Under the leave and licence agreements granted by the Corporate Debtor.

2. Aggrieved by the aforesaid orders, these appeals have been filed Comp. App. (AT) (Ins.) No. 1425 of 2025 has been filed challenging order

dated 13.08.2025 passed by NCLT, Mumbai Bench, in I.A. No. 852 of 2025 filed by RP against the appellant.

3. Comp. App. (AT) (Ins.) No. 1426 of 2025 has been filed against the order dated 13.08.2025 passed by NCLT, Mumbai Bench, in I.A. No. 1404 of 2025 filed by the RP against the appellant.

4. Comp. App. (AT) (Ins.) No. 1427 of 2025 has been filed challenging order dated 13.08.2025 passed by NCLT, Court-I, Mumbai in I.A. No, 1100 MB/2025 filed by RP.

5. Brief facts of the case, necessary to be noticed for deciding the appeal are:

- i. The appellants herein shall be referred to by their name Mr. Shanod Sameer Das, and Mr. Chandan Ravishankar Madan, entered into deed of partnership dated 01.10.2022 to 30.09.2025 for a period of three years to carry out business in premises taken by Mr. Chandan Ravishankar Madan, from Gigeo Construction Company Pvt. Ltd., to carry on business.
- ii. Mr. Chandan Ravishankar Madan, has entered into agreement of leave and licence dated 01.10.2022 with the Corporate Debtor for terrace above 4th floor of 'Pulse Care Building' for area of approximately 17,000 sq. ft.,. The said was for licence fee of 50,000/- per month Leave and licence agreement mentioned that licensee has paid Rs. 1.5 Lacs in advance towards security deposit.

- iii. Another leave and licence agreement entered with Corporate Debtor with Mr. Shanod Das, dated 01.05.2023, with the area around 2250 sq. ft. at 4th Floor of the same premises for kitchen, staff accommodation. Leave and licence agreement dated 01.05.2023 was for a period of three years which also referred to the licence dated 01.10.2020 for the terrace above 4th Floor. The licence fees was fixed at Rs. 45,000/- per month.
- iv. M/s Home Grid, also entered into leave and licence agreement dated 01.07.2023 with the Corporate Debtor for an area of 12,000 sq. ft. on the 4th floor of the premises 'Fortune Mall & Pulse Care hospital'. The said leave and licence agreement was for three years from 01.07.2023 to 30.06.2026 for licence fee of Rs. 60,000/- per month.
- v. All the appellants in pursuance of the leave and licence agreement were handed over possession of the premises, and started their commercial activities.
- vi. The CIRP against the Corporate Debtor commenced by order dated 04.06.2024 for CP (IB) No. 1180/MB/Court-VI/2022. The respondent no.1 was appointed Resolution Professional in the CIRP. The Resolution Professional accepted licence fee for certain period up to September 2024.
- vii. Resolution Professional wrote Email to the appellants to vacate the premises. On 28.10.2024 resolution professional sent notices to all the appellants to vacate the premises which were taken on leave and licence from the Corporate Debtor, the said notice dated 28.10.2024 were separately issued to all the appellants. Notice dated 28.10.2024

was formerly notice of termination of leave and licence agreement and appellants were asked to vacate the premises within a period of one month i.e., 28.11.2024. The appellant replied to the notice by separate letters dated 15.12.2024, 28.11.2024 & 25.11.2024 respectively.

- viii. The appellant having not vacated the premises. Resolution Professional filed I.A. No. 852 of 2025 against Mr. Shanod Sameer Das, praying for vacation of premises. Prayers made in the I.A. No. 852 of 2025 is extracted by Adjudicating Authority in para one of the judgment, which is as follows:

“This Application IA 852/2025 was filed by Mr. Pankaj Bhattad (Applicant), the Resolution Professional against the Mr. Shanod Das, under Section 60(5) of The Insolvency and Bankruptcy Code, 2016 ("Code") in the Corporate Insolvency Resolution Process in case of Gigeo Construction Company Private Limited ("Corporate Debtor"), seeking following reliefs:

a. Direct the Respondent to vacate the Property situated at the 4th Floor of Pulse Care building, Butt Road, City Survey No. 3110, 3111 & 3112 of Khasra No. 317 admeasuring around 1,580 sq. mtrs., (equivalent to approx. 17,000 Sq. Ft.), having Mouza Sitabuldi situated at Munje Square, Sitabuldi Nagpur Tahsil Maharashtra 440012; and.

b. Pass any order/ orders as deemed fit and proper.”

- ix. RP filed I.A. No. 1404 of 2025 against M/s Home Grid, praying for direction to vacate prayers in the I.A. 1404 of 2025 has been quoted in para one of the impugned order which is as follows:

“This Application IA 1404/2025 was filed by Mr. Pankaj Bhattad (Applicant), the Resolution Professional against the M/s Home Grid through its Proprietor Mrs. Hetal Chandan Madan, under Section 60(5) of The Insolvency and Bankruptcy Code, 2016

("Code") in the Corporate Insolvency Resolution Process in case of Gigeo Construction Company Private Limited ("Corporate Debtor"), seeking following reliefs:

a. Direct the Respondent to vacate the Property situated at 4th floor of the Fortune Mall, Buti Road, City Survey No. 3110, 3111 & 3112 of Khasra No. 317 admeasuring around 12,000 Sq. fts., having Monza Sitabuldi situated at Munje Square, Sitabuldi, Nagpur Tahsil, Maharashtra-440012 immediately; and

b. Pass any order / orders as deemed fit and proper."

- x. RP filed I.A. No. 1100 of 2025 against Mr. Chandan Ravishankar Madan, seeking vacation from the premises. The prayer made in I.A. No. 1100 of 2025 has been quoted in para one, which is as follows:

"This Application IA 1100/2025 was filed by Mr. Pankaj Bhattad (Applicant), the Resolution Professional against the Mr. Chandan Ravishankar Madan, under Section 60(5) of The Insolvency and Bankruptcy Code, 2016 ("Code") in the Corporate Insolvency Resolution Process in case of Gigeo Construction Company Private Limited ("Corporate Debtor"), seeking following reliefs:

a. Direct the Respondent to vacate the Property situated on terrace above the 4th floor of Pulse Care building, Buti Road, City Survey No. 3110, 3111 & 3112 of Khasra No. 317 admeasuring around 1,580 sq. mtrs., (equivalent to approx. 17,000 Sq. Ft.), having Mouza Sitabuldi situated at Munje Square, Sitabuldi Nagpur Tahsil Maharashtra 440012; and.

b. Pass any order/ orders as deemed fit and proper."

- xi. The I.A.s filed by RP were contested by the appellants herein. Reply was filed to the respective IAs by the appellant, Opposing the prayer. The Adjudicating Authority, heard the RP as well as the respondent and noticing the clauses of leave and licence agreement dated

01.07.2023 held that RP had rightly terminated the leave and license agreement.

- xii. I.A. no. 852 of 2025 was allowed directions has been issued in para 21 of the order which is as follow:

“In view of the above, we do not find any substance in the submission of the Respondent that the Applicant could not have terminated the said agreement and this Tribunal's jurisdiction is excluded by the provisions of Section 33 of Maharashtra Rent Control Act, 1999. Accordingly, the Respondent is directed to handover the Property situated at the 4th floor of Pulse Care building, Buti Road, City Survey No 3110, 3111 & 3112 of Khasra No. 117 admeasuring around 1,580 sq. mtrs., (equivalent to approx. 17,000 Sq. Ft), having Mouza Sitabuldii situated at Mouza Square, Sitabuldi Nagpur Tahsil Maharashtra 40012, within Thirty days from the date of communication of this order. It is made clear that the Respondent shall also be liable to pay for the license fees remaining unpaid for the period the said premises was under his occupation i.e. till the time of vacation as aforesaid.”

- xiii. I.A. No. 1404 of 2025 was also allowed by the Adjudicating Authority.

The directions were issued in para 20 which are as follows:

“In view of the above, we do not find any substance in the submission of the Respondent that the Applicant could not have terminated the said agreement and this Tribunal's jurisdiction is excluded by the provisions of Section 33 of Maharashtra Rent Control Act, 1999. Accordingly, the Respondent is directed to handover the Property situated at 4th floor of the Fortune Mall, Buti Road, City Survey No. 3110, 3111 & 3112 of Khasra No. 317 admeasuring around 12,000 Sq. fts. having Mouza Square, Sitabuldi Nagpur Tahsil Maharashtra 440012, within Thirty days from the date of communication of this Order. It is made clear that the Respondent shall also be liable to pay for the license fees remaining unpaid for the

period the said premises was under his occupation i.e. till the time of vacation as aforesaid.”

- xiv. Similarly, I.A. No. 1100 of 2025 was also allowed against Mr. Chandan Ravishankar Madan, by the order dated 13.08.2025 which direction have been issued in para 20 are as follows:

“In view of the above, we do not find any substance in the submission of the Respondent that the Applicant could not have terminated the said agreement and this Tribunal’s jurisdiction is excluded by the provisions of Section 33 of Maharashtra Rent Control Act, 1999. Accordingly, the Respondent is directed to handover the Property situated on terrace above the 4th floor of Pulse Care building, Buti Road, City Survey No. 3110, 3111 & 3112 of Khasra No. 317 admeasuring around 1,580 sq. mtrs., (equivalent to approx. 17,000 Sq. Ft.), having Mouza Sitabuldi situated at Mouza Square, Sitabuldi Nagpur Tahsil Maharashtra-440012, within Thirty days from the date of communication of this Order. It is made clear that the Respondent shall also be liable to pay for the license fees remaining unpaid for the period the said premises was under his occupation i.e. till the time of vacation as aforesaid.”

- xv. These three appeals have been filed challenging the orders dated 13.08.2025, directing for vacating the premises.

6. We have heard learned counsel for the appellant and learned counsel appearing for the RP.

7. Learned counsel for the appellant challenging the orders submits that there was no prayer made in the application with regard to payment of any licence fee, Whereas, Adjudicating Authority in the impugned order while directing for vacation of the premises within 30 days has also directed that

appellant shall also be liable to pay for the licence fee remaining unpaid for the period premises was under occupation of the respondent. It is submitted that the said directions were beyond the jurisdiction of the Adjudicating Authority. There being not even prayer to that effect.

8. It is further submitted that appellants were handed over the premises on leave and licence agreement and they have made investment in the premises and were entitled to continue till the period of leave and licence agreement.

9. Appellants were ready to pay the licence fee. Hence, the RP was liable to allow the appellants to continue till the period for which leave and licence agreement was granted.

10. It is submitted that the basis for direction for eviction is that only first and second floor were for commercial purpose as per plan approved by RERA. Neither RERA authority nor any other authority has issued any notice or taken any proceeding against the appellant or Corporate Debtor for alleged violation of sanctioned plan.

11. It is submitted that no proceeding having been initiated by RERA or any authority, it was not open for RP to direct for vacation on the above ground.

12. It is submitted that when the appellant was ready to pay the licence fee. It was not open for RP to direct for vacation of the premises.

13. Learned counsel for the RP submitted that only first and second floor was sanctioned for commercial use and third and fourth floor was only for

parking. The leave and licence granted in favour of appellant was not in accordance with sanctioned plan. RP has exercised its right under the leave and licence agreement which permitted termination of either of the parties on one-month notice.

14. The direction to pay unpaid license fee was in the facts and circumstances of the case.

15. We have considered the submissions of the parties and perused the record. The leave and licence agreement with Corporate Debtor, with respect to appellant is on record.

16. The first agreement entered on 01.10.2022 with the CD and Mr. Chandan Ravishankar Madan, is brought on record as annexure A-4 to CA (AT) (Ins) 1425 of 2025. It is useful to notice following part of the agreement:

“AGREEMENT OF LEAVE AND LICENCE

THIS AGREEMENT OF LEAVE AND LICENCE is made and executed on this 01 Day of October, 2022 at Nagpur

BETWEEN

M/s. GIGEO CONSTRUCTION COMPANY PRIVATE LIMITED, a Company registered under Companies Act, 1956 having its registered Office at Fortune Mall, Munje Square, Sitabuldi, Nagpur -44012, (Income Tax PAN AAACG 5861 E), acting through its DIRECTOR Mr. Chhaganlal S/o Kunwarjibhai Patel, Aged about 62 years, Occupation Business, Resident of "Kamal Palace", Ramdaspath, Nagpur, Tahsil and District NAGPUR -440010, hereinafter referred to as the "THE LICENSOR/OWNER", which expression shall unless repugnant to the context or meaning thereof always mean and Include the said Licensor, his legal heirs, legal representatives, executors, successors, assigns of the ONE PART.

And

i) Shr. Chandan Ravishankar Madan hereinafter referred to as "THE LICENSEE" which expression shall unless repugnant to the context or meaning thereof always mean and include the said Licensee, her legal heirs, legal representatives, executors, successors, assigns of the OTHER PART.

WHEREAS the Licenser/Owner is a legal and absolute owner of all that Commercial Mall building known as FORTUNE MALL & Pulse Care hospital Situated at beside Bank Of Maharashtra, Munje Square, Sitabuldi, Nagpur-440012, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Nagpur, Tah. & Distt. Nagpur (hereinafter referred to as the "said premises").

AND WHEREAS the said premises is vacant and hence the Licenser intended to ease out the same on leave and license basis to any interested Licensee for office/commercial purpose;

AND WHEREAS the License was in need of the premises for it's office purpose in the same vicinity of Sitabuldi, Nagpur on leave and license basis and hence was looking for the same.

AND WHEREAS the License came to know about the intention of the Licenser a therefore the Licensee approached the Licenser with a request to grant lease out the said premises on leave and license basis to him.

AND WHEREAS the parties hereto had due deliberations and discussions, and as a consequence thereof they have arrived at an understanding which they have decided to reduce the same into writing being these presents.

NOW THIS DEED WITNESSES AND IT IS HEREBY MUTUALLY AGREE BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. The Licenser hereby grant and confer leave and license in favour of the Licensee the terrace above 4th floor of pulse care building, in respect of land having City Survey No. 3110, 3111 & 3112 of Khasra No. 317 admeasuring around 1580 sq.mtr, (equivalent to approx 17,000 Sq. Fts.), having Mouza Sitabuldi situated a Munje Square, Sitabuldi, Nagpur Tahsil

and Distric NAGPUR, Nagpur, subject to the terms and conditions stated here-in-below.

2. That the period of lease is 3 Years i.e. 36 Months commencing from 1st September, 2022 ending on 30th day of September, 2025."

17. The next agreement which was entered by the CD with Mr. Shanod

Sameer Das, appellant in CA (AT) (Ins) 1425 of 2025 is as follows:

"AGREEMENT OF LEAVE AND LICENCE

THIS AGREEMENT OF LEAVE AND LICENCE is made and executed on this 01 Day of May, 2023 at Nagpur

BETWEEN

M/s. GIGEO CONSTRUCTION COMPANY PRIVATE LIMITED, a Company registered under Companies Act, 1956 having its registered Office at Fortune Mall, Munje Square, Sitabuldi, Nagpur -44012, (Income Tax PAN AAACG 5861 E), acting through its DIRECTOR Mr. Chhaganial S/o Kunwarjibhai Patel, Aged about 63 years, Occupation Business, Resident of "Kamal Palace", Ramdaspath, Nagpur, Tahsil and District NAGPUR -440010, hereinafter referred to as the "THE LICENSOR/OWNER", which expression shall unless repugnant to the context or meaning thereof always mean and include the said Licensor, his legal heirs, legal representatives, executors, successors, assigns of the ONE PART.

AND

1) Shri. Shanod S/o Sameer Das, Aged 30 years, Rio New Royal Public School, Bela, Bhandara 441906 having Aadhaar No. 3650 2227 4826, PAN BOOP D7663F and Cell No. 9403141290 hereinafter referred to as "THE LICENSEE" which expression shall unless repugnant to the context or meaning thereof always mean and include the said Licensee, her legal heirs, legal representatives, executors, successors, assigns of the OTHER PART.

WHEREAS the Licensor/Owner is a legal and absolute owner of all that Commercial Mall building known as FORTUNE MALL & Pulse Care hospital Situated at beside Bank Of Maharashtra, Munje Square, Sitabuldi, Nagpur-440012, within the limits of Nagpur Municipal Corporation and Nagpur

Improvement Trust, Nagpur, Tah. & Distt. Nagpur (hereinafter referred to as the "said premises").

AND WHEREAS the said premises is vacant and hence the Licenser intended to lease out the same on leave and license basis to any interested Licensee for office/commercial purpose;

AND WHEREAS the Licensee was in need of the premises for Kitchen and Staff accommodation for his Restaurant to be opened in the same building on leave and license basis and hence was looking for the same.

AND WHEREAS the Licensee came to know about the intention of the Licenser and therefore the Licensee approached the Licenser with a request to grant lease out the said premises on leave and license basis to him.

AND WHEREAS the parties hereto had due deliberations and discussions, and as a consequence thereof they have arrived at an understanding which they have decided to reduce the same into writing being these presents.

NOW THIS DEED WITNESSES AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. The Licenser already grant and confer leave and license in favour of the Licensee the terrace above 4th floor of pulse care building, in respect of land having City Survey No. 3110, 3111 & 3112 of Khasra No. 317 admeasuring around 1580 sq.mtr, (equivalent to approx 17,000 Sq. Fts.), having Mouza Sitabuldi situated at Munje Square, Sitabuldi, Nagpur Tahsil and District NAGPUR, Nagpur, now Licenser hereby grant and confirm leave and Licence in favour of Licensee the area around 2250 Sq. Fts, at 4th Floor of the same premises for Kitchen and Staff accommodation, subject to the terms and conditions stated here-in-below.

2. That the period of lease is 3 Years i.e. 36 Months commencing from 1 May, 2023 ending on 30th day of April, 2026.

3. The Licensee shall regularly pay the license fees amounting Rs. 15,000/- (Rs. Fifteen Thousand Only) on or before 10th day of each English calendar month, for which the receipts shall be issued by the

Licensor regularly for having received the said amount.

4. That the Licensee has paid Rs. 45,000/- (Rupees Forty Five Thousand Only) in advance towards security deposit, the receipt whereof the Licensor hereby acknowledged. The aforesaid amount is interest free amount and the same shall be with the Licensor till the premises is vacated by the Licensee.

5. That the Licensor assures to the Licensee that the said property is his absolute property, and he has absolute right to grant such premises on leave and license basis in favour of the Licensee. However, it has been already clear to licensee that the said premises has been mortgage to DHFL. If any problem arises due to above mortgage, the licensor shall settled the issue and compensate the licensee for losses incurred if any."

18. Third agreement was entered by, M/s Home Grid is agreement dated 01.07.2023 with CD which reads as follow:

"AGREEMENT OF LEAVE AND LICENCE

THIS AGREEMENT OF LEAVE AND LICENCE is made and executed on this 1st Day of JULY 2023 at Nagpur.

BETWEEN

M/s. GIGEO CONSTRUCTION COMPANY PRIVATE LIMITED, a Company registered under Companies Act, 1956 having its registered Office at Fortune Mall, Munje Square, Sitabuldi, Nagpur -44012, (Income Tax PAN AAACG 5861 E), acting through its DIRECTOR Mr. Chhaganlal S/o Kunwarjibhai Patel, Aged about 62 years, Occupation Business, Resident of "Kamal Palace", Ramdaspath, Nagpur, Tahsil and District - NAGPUR-440010, hereinafter referred to as the "THE LICENSOR/OWNER", which expression shall unless repugnant to the context or melegal representatives, executors, aning thereof always mean and include the said Licensor, his legal heirs, successors, assigns of the ONE PART.

AND

M/s. HOME GRID hereinafter referred to as "THE LICENSEE" acting through it's Proprietor

namely Mrs. Hetal Chandan Madan, Aged about 28 Years, Occ. Business, R/o. Plot no 73, saraswati nagar, wathoda, Nagpur 440024, Maharashtra, Tah. & Dist. Nagpur (M.S) having AADHAAR No. 9303 2262 9098, PAN No. CPLPP6178Q Mobile No. 9923045522, hereinafter referred to as "LICENSEE"

which expression shall unless repugnant to the context or meaning thereof always mean and include the said Licensee, her legal heirs, legal representatives, executors, successors, assigns of the Other part.

WHEREAS the Licensor/Owner is a legal and absolute owner of all that Commercial Mall building known as FORTUNE MALL & Pulse Care hospital Situated at beside Bank Of Maharashtra, Munje Square, Sitabuldi, Nagpur-440012, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Nagpur, Tahsil & District - Nagpur (hereinafter referred to as the "said premises")

AND WHEREAS the said premises is vacant and hence the Licensor intended to lease out the same on leave and license basis to any interested Licensee for office/commercial purpose;

AND WHEREAS the Licensee was in need of the premises for it's Furniture showroom in the same vicinity of Sitabuldi, Nagpur on leave and license basis and hence was looking for the same.

AND WHEREAS the Licensee came to know about the intention of the Licensor and therefore the Licensee approached the Licensor with a request to grant lease out the said premises on leave and license basis to him.

AND WHEREAS the parties hereto had due deliberations and discussions, and as a consequence thereof they have arrived at an understanding which they have decided to reduce the same into writing being these presents.

**NOW THIS DEED WITNESSES AND IT IS HEREBY
MUTUALLY AGREED BY AND BETWEEN THE
PARTIES AS FOLLOWS**

1. The Licensor hereby grant and confer leave and license in favour of the Licensee the 4th floor, in respect of land having City Survey No. 3110, 3111 &

3112 of Khasra No. 317 admeasuring round 12000 sq.ft. Having Mouza- Sitabuldi situated at Munje Square, Sitabuldi, Nagpur Tahsil and District - NAGPUR, Nagpur, subject to the terms and conditions stated here-in-below.

2. That the period of lease is 36 months only commencing from 1st JULY, 2023 ending on 31th day of JUNE 2026.

3. The Licensee shall regularly pay the license fees amounting Rs. 35,000/- (Rs. THIRTY THOUSAND Rupees Only) on or before 15th day of each English calendar month, for which the receipts shall be issued by the Licensor regularly for having received the said amount.”

19. We further need to notice two clauses of the agreement. Clause 10 and Clause 19 have been relied by Adjudicating Authority. We refer to clause 10 and 19 from the agreement dated 01.10.2022 which is as follows:

“10. That if either party wants to cancel this Agreement of Leave and License for any reason before expiry of the agreed period of then the parties shall have to give one month notice in advance to the other party regarding intention of cancellation of agreement of Leave and Licensee.

19. That the licensee shall deliver vacant and peaceful possession of the said premises, after the termination of license or earlier as the case may be, but not prior to 6 (six) months from the date of commencement of this agreement.

20. We now needs to notice, the notice issued by RP for termination of Leave and licence agreement. The notice dated 28.10.2024, which has been issued to appellant, Mr. Shanod Sameer Das, reads as follows:

“That, on verification of documents available with the undersigned and on perusal of the approved sanctioned plans by the Real Estate Regulatory Authority ("RERA"), it has been observed that approval was received for commercial utilization of the Ground Floor, 1st Floor and the 2nd Floor of Pulse Care. The 3rd and 4th Floor were designated for car parking areas. Consequently, no commercial usage of the 3rd and 4th Floor of Pulse Care is permitted. It is thus stated that the Lease Agreement entered into

between your good offices and the Corporate Debtor is in violation of the sanction plans sanctioned by RERA.

Furthermore, Section 20(2)(b) of IBC, 2016 provides that the Resolution Professional has the authority to enter into contracts on behalf of the Corporate Debtor or to amend or modify contracts or transactions which were entered into before the commencement of the CIRP.

It is further stated that without prejudice to any of the Resolution Professional's rights and contentions with regard to the facts stated above, the Resolution Professional is initiating termination of the said Agreement in terms of Clause 10 read with Clause 19 of the Leave and License Agreement considering the fact that the agreement has been in force for more than 6 months.

Please consider this a formal notice of termination of the said Agreement as you have not vacated the property despite numerous reminders vide emails dated 14.10.2024 and 17.10.2024 from the Resolution Professional. That the aforesaid Clauses 10 and 19 of the Agreement has been reproduced below:

"10. That if either party wants to cancel this Agreement of Leave and License for any reason before expiry of the agreed period of 3 years, then the parties shall have to give one month notice in advance to the other party regarding intention of cancellation of agreement of Leave and Licensee.

19. That the licensee shall deliver vacant and peaceful possession of the said premises, after the termination of license or earlier as the case may be, but not prior to 6 (six) months from the date of commencement of this agreement."

Thus, you are requested to take note of the aforesaid and vacate the Property within a period of one month that is on 28/11/2024 failing which your continuing occupation of the Corporate Debtor's assets would be considered as trespass in respect of the Corporate Debtor's assets and disrupting the CIRP and the Resolution Professional would be constrained to pursue necessary legal action(s) at your risk, cost and consequence. Thanking You,"

21. Reply to notice was also filed by Mr. Shanod Sameer Das, objecting to the notice. Notice dated 28.10.2024 issued to other two appellants also contains averments which needs no repetition.

22. The first submission which has been pressed by counsel for the appellant is that, in the application which was filed by RP, there was no prayer for payment of any amount towards lease rent, whereas Adjudicating Authority without there being any prayer has directed, while directing for eviction has also held that appellants are liable to pay for the licence fee for remaining period unpaid for the period the said premises was under his possession till the date of vacation.

23. The prayers made in the applications by the RP have already been extracted above. Where by prayer a) direction was sought to vacate the property and under prayer b) pass any order/orders as deemed fit and proper.

24. Learned counsel for the appellant in support of his submissions has relied on judgment of the Supreme Court (2010) 1 SCC 234 Bharat Amratlal Kothari and Anr. vs Dosukhan Samadkhan Sindhi & Ors., learned counsel for the appellant has relied on para 32 and 33 of the judgment which is follows:

“32. Again, in Om Prakash v. Ram Kumar, this Court observed: (SCC p. 445, para 4)

“4. ...A party cannot be granted a relief which is not claimed, if the circumstances of the case are such that the granting of such relief would result in serious prejudice to the interest party and deprive him of the valuable rights under the Statue.”

33. Though a High Court has power to mould reliefs to meet the requirements of each case, that does not mean that the draftsman of a writ petition should not apply his mind to the proper relief which should be asked for and throw the entire burden of it upon the court.”

25. There can be no dispute to the proposition of the Supreme Court laid down as above.

26. The present is the case where notice was issued for termination on 28.10.2024 and in which appellants were asked to vacate by 28.11.2024.

27. Application was filed by the RP before the Adjudicating Authority in January 2025 and the order which was passed by Adjudicating Authority was on 13.08.2025. When the Adjudicating Authority was directing for vacation of the premises, the order for direction to pay the licence fee which remains unpaid for the period under which premises is under occupation that is till time of vacation, was a consequential relief which could have very well be granted by Adjudicating Authority, while directing for vacation.

28. The judgment of the Supreme Court in *Bharat Amratlal Kothari vs Dosukhan Samadkhan Sindhi & Ors.*, relied by the appellant has held that relief which is not claimed shall not be granted in the case where granting of such relief would result in serious prejudice and deprive him of the valuable right under the statue.

29. Present is the case, where the grant of relief is not depriving the appellant of any valuable rights under any statue. The premises were taken by appellant under lease and licence agreement for fixed amount for payment of monthly licence fee. When the licence was terminated by RP by notice dated 28.10.2024 and gave one-month time to vacate and the

appellant having continuing in the occupation of premises, they are liable to pay occupation charges and unpaid amount of lease rent.

30. We have notice that according to own case of the appellant the rent was received by RP till September 2025.

31. We thus do not find any substance in the submission that direction by the Adjudicating Authority to pay licence fee for period which remains unpaid was unjustified.

32. The second submission which has been pressed by the appellant is that the reason given in the notice is that the only first and second floor were sanctioned for use of commercial purpose and fourth floor was reserved only for parking, hence, notice was issued for termination. Submission of the appellant is that no proceedings have been initiated by RERA or any other authority asking the appellant to vacate, RP could not have terminated the Leave and license agreement.

33. We have already noticed the statement in notice dated 28.10.2024 that sanction approval was received for commercial utilisation of ground, first and second floor of 'Pulse Care' and third and fourth floor was designated for car parking area and no commercial usage of third and fourth floor is permitted.

34. RP having noticed aforesaid, did not commit any error in issuing notice to the appellant to vacate. In any view of the matter, clause 10 and 19 of the leave and licence entitled both the party to terminate the licence with one-month notice. Termination notice was issued with notice of one-month period which notice was in accordance with leave and licence agreement.

35. We thus don't find any substance in the submission of the appellant that since no proceedings have been initiated by RERA. RP could not have issued the termination notice.

36. Learned counsel for the appellant has further submitted that appellants were ready to pay the licence fee for the period till which lease was granted.

37. The mere fact that appellant was ready to pay the licence fee for the period for which leave and licence agreement was granted cannot preclude the RP to exercise his right under clause 10 and 19 to terminate the Leave and licence agreement in appropriate case. We have already noticed that a valid reason was given by the RP for issuing notice for termination.

38. Learned counsel for appellant has also contended that there was indemnity clause also in leave and licence agreement.

39. We have looked into the leave and licence agreement dated 01.10.2024 in para 5 of the agreement dated 01.10.2024 following was taken:

“5. That the Licensor assures to the Licensee that the said property is his absolute property, and he has absolute right to grant such premises on leave and license basis in favour of the Licensee. However, it has been already clear to licensee that the said premises has been mortgage to DHFL. If any problem arises due to above mortgage, the licensor shall settled the issue and compensate the licensee for losses incurred if any.”

40. The said was with regard to loan taken from DHFL, and the said clause cannot amount to any indemnity by licensor in case the leave and licence is termination as per the clause 10 and 19.

41. We thus are of the view, that Adjudicating Authority did not commit any error in directing vacation of the appellant and the order passed by the Adjudicating Authority has to be upheld. Appellant although were granted one-month time in order dated 13.08.2025, but premises have not yet been vacated as submitted by the learned counsel for the RP.

42. In view of the forgoing discussion, we dispose of all the appeals in following manner;

1. The order impugned dated 13.08.2025 passed in I.A. No. 852, 1404, 1100 of 2025 are upheld.

2. It shall be open for the RP to adjust security deposit by appellant in the outstanding lease rent/ occupation charges and the balance amount of lease rent and occupation charges are to be paid by the appellant, as per the direction issued by the impugned order.

43. The appellants are granted time till 30.09.2025 to vacate the premises and hand over the vacant possession to the RP.

Parties shall bear their own cost.

**[Justice Ashok Bhushan]
Chairperson**

**[BarunMitra]
Member (Technical)**

NEW DELHI

22nd September 2025

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