



IN THE NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD
COURT – 2

ITEM No.305

IA/49(AHM)2026 in CP(IB) 127 of 2017

Proceedings under Section 60(5)(a) & (c) of the IBC,2016

IN THE MATTER OF:

Amit Jain RP of Neesa Leisure Ltd
V/s
Waves Dance Academy

.....Applicant

.....Respondent

Order delivered on: 31/07/2026

Coram:

Mrs. Chitra Hankare, Hon'ble Member(J)
Dr. Velamur G Venkata Chalapathy, Hon'ble Member(T)

ORDER

This case is fixed for pronouncement of order

The order is pronounced in open court vide separate sheet.

—SD—

DR. V. G. VENKATA CHALAPATHY
MEMBER (TECHNICAL)

—SD—

CHITRA HANKARE
MEMBER (JUDICIAL)



**IN THE NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD BENCH (COURT-II)**

**IA NO. 49 OF 2026
IN
CP (IB) No. 127 OF 2017**

*(An application under Section 60(5)(a) and (c) of the Insolvency
and Bankruptcy Code, 2016)*

IN THE MATTER BETWEEN: -

Amit Jain,

Resolution Professional of Neesa Leisure Limited,
Building No.10, Tower - B, 7th Floor,
DLF Cyber City Phase II, Gurgaon - 122 022

...Applicant

Vs

Waves Dance Academy,

Communication Address:

1st Floor, Cambay Grand,
B/h PERD Centre, Thaltej, Ahmedabad,
Gujarat-3800054.

...Respondent

Order pronounced on 31.07.2026.

Coram:

**MRS. CHITRA HANKARE
HON'BLE MEMBER (JUDICIAL)**

**MR. VELAMUR G. VENKATA CHALAPATHY
HON'BLE MEMBER (TECHNICAL)**

-SD-

Sd/-



Appearance:

For the Applicant : Mr. Nandish Chudgar, Adv.
For Respondent : Mr. Vijay H. Patel, Adv.

JUDGEMENT

1. The present application has been filed by the Resolution Professional of the corporate debtor, namely Neesa Leisure Limited, under Section 60(5)(a) and (c) of the Insolvency and Bankruptcy Code, 2016 inter alia seeking direction against the respondent to handover quiet, peaceful, and vacant possession of the Demised Premises being 1st Floor of Cambay Grand, B/h PERD Centre, Thaltej, Ahmedabad, Gujarat-380054 to the RP. The applicant further prayed for the necessary assistance from local authority/administration including the local Police Inspector of Vastrapur Police Station, Ahmedabad for securing vacant possession of the Demised Premises and for ensuring that no obstruction is caused by the Respondent or any other person acting on its behalf.
2. Applicant/Resolution Professional submits that the Corporate Debtor was admitted into CIRP by order dated 17.12.2019 and the applicant was appointed as the Resolution Professional. It is submitted that the Corporate

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Debtor is the lawful lessee of Plot No. FP-8, TPS No. 1, B/h PERD Centre, Thaltej, Ahmedabad-380054, where the hotel "Cambay Grand" is situated, presently operated by Bella Stays Private Limited (Hotel Operator) under a Hotel Operating and Management Agreement dated 24.09.2024. The first-floor premises of the hotel were let out to the Respondent under a Tenancy Agreement between the Corporate Debtor, represented by the RP, and the Respondent dated 25.01.2023, effective from 01.11.2022 to 30.09.2025, for operating a dance academy.

3. It is submitted that upon expiry of the tenancy revised commercial terms were communicated to the Respondent by email dated 18.09.2025. During this period, a security breach at the hotel caused through the Respondent's access, was reported by the Hotel Operator, and despite being advised to use the hotel's main entrance, the Respondent declined to comply. Thereafter, at the Respondent's request, the tenancy was extended only till 31.10.2025 by an Addendum Agreement dated 24.09.2025, with an undertaking to vacate the premises. The Resolution Professional also issued an Authority Letter dated

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25.10.2025 authorising the Hotel Operator to use the premises with effect from 01.11.2025.

4. The applicant further submits that the respondent failed to vacate the premises despite expiry of the tenancy and the Addendum Agreement and continued in unauthorized occupation notwithstanding reminder emails dated 03.11.2025 and 04.11.2025. It is further submitted that, as reported by the Hotel Operator on 17.11.2025, the Respondent obstructed delivery of possession, broke open a locked door and affixed an unauthorized notice asserting possession. Consequently, applicant issued a Termination Notice dated 20.11.2025 requiring the Respondent to hand over vacant possession within seven days but the same was not complied with. It is further submitted that Respondent and its staff obstructed the Hotel Operator's representatives and behaved in an abusive and aggressive manner during the peaceful attempt to secure possession of premises, leading to a police complaint.
5. It is submitted that the Respondent's conduct has obstructed the Resolution Professional from discharging his statutory duties under Sections 19 and 25 of the Insolvency and Bankruptcy Code, 2016. The applicant further placed

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reliance on the judgement of the Hon'ble NCLAT in the matter of Jhanvi Rajpal Automotive Pvt. Ltd. vs. Teena Saraswat Pandey, RP of Rajpal Abhikaran Pvt. Ltd. & Ors.(2023 SCC OnLine NCLAT 1436), and submitted that this Tribunal is empowered under Section 60(5) of the Code to direct eviction of the Respondent and grant necessary assistance of the local authorities under Regulation 30 of the CIRP Regulations for securing vacant and peaceful possession of the premises.

6. Respondent submitted that the present application is has been filed with a mala fide intention to facilitate transfer of the Corporate Debtor's properties, including the demised premises, to Bella Stays Private Limited. It is submitted that while the entire hotel has been leased to the Hotel Operator under an agreement dated 24.09.2024 for a monthly consideration of Rs.3,00,000/-, the Respondent has been paying rent of Rs.45,000/- per month for a small portion under the agreement dated 25.01.2023, indicating arbitrariness in the Applicant's conduct.
7. It is further submitted that the Respondent has been in continuous possession of the demised premises since 2015 under the erstwhile management has regularly paid rent and electricity charges without default, and is a lawful and



protected tenant under the Gujarat Rents, Hotel and Lodging House Rates Control Act, 1947. It is contended that the Respondent cannot be evicted except by following the procedure prescribed under the Rent Act.

8. It is further submitted that due to attempts by the Applicant to forcibly evict the Respondent without due process, the Respondent instituted Regular Civil Suit No. 720 of 2025 before the Court of the 4th Additional Civil Judge and JMFC, Ahmedabad, seeking permanent injunction, which is stated to be pending. It is further submitted that the present application has been filed as a counterblast to the said suit. It is also contended that the Hotel Operator attempted to forcibly dispossess the Respondent on 04.12.2025, pursuant to which an FIR dated 14.12.2025 under the Bharatiya Nyaya Sanhita, 2023 was lodged against certain representatives of the Hotel Operator.
9. It is submitted that the Respondent admits the documents to the extent they form part of the record but denies that the premises were granted only on a temporary basis for operating a dance academy. It is contended that the Respondent has been carrying on business from the premises since 2015 and that the Addendum Agreement dated merely

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revised the rent to Rs.56,000/- without stipulating handing over of possession. The allegations regarding security breach, unauthorized occupation, obstruction of CIRP, and abusive conduct are specifically denied. It is further submitted that the notice dated 20.11.2025 is contrary to the provisions of the Rent Act and that complaints have also been lodged by the Respondent against the representatives of the Applicant.

10. It further submitted that the dispute is essentially a tenancy dispute and connected with CIRP of corporate debtor under Section 60(5) of the Insolvency and Bankruptcy Code, 2016. It is submitted that the Respondent's does not impede the CIRP or preservation of the Corporate Debtor's assets, and that the judgment in Jhanvi Rajpal Automotive Private Limited v. Teena Saraswat Pandey, RP of Rajpal Abhikaran Private Limited & Ors. is distinguishable on facts.
11. Heard both the parties and perused the records.
12. Observations:
 - i. We observe from Page 2 of the Agreement that "The tenant has requested the landlord to allow it to occupy and use the demised premises on temporary basis for the purpose of running a dance academy and whereas on the request of the tenant, the landlord has agreed to

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grant tenancy in respect of the demised premises for a term of 3 years or till the date of approval of resolution plan by the NCLT in CIRP of the landlord, which ever is earlier(Term) in the manner herein after appearing. Neither party in arguments are clear as to under what provisions of tenancy rights the stated agreement has been signed. However, it appears from page 2 the tenant is "to Hold the demised premises unto the tenant for the period of 3 years or till the date of approval of resolution plan by NCLT, which ever is early only commencing from 1 November 2022 retrospectively as this agreement had been entered in to orally by and between both the parties on 14th day of December 2022 and this agreement is now reduced in to writing on this 5th day of January 2023. A monthly rent schedule is prescribed. A reply by respondent is filed on 29 June 2026 which denies the right to vacate the premises of the applicant and further it appears that FIR is filed. He also submits that the rental dues have been paid.

- ii. The applicant has not disclosed as to whether a decision was taken by COC to allow the RP to go for such agreement with a dance academy to allot the

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stated premises. It is a stamped document, not registered. The clause embedded in the agreement is to vacate the premises on admission of resolution plan or 3 years. It also appears 3 years are over and the dues of the rent are stated to have been paid. Such disputes are to be proceeded before appropriate course and not under Sec 60(5)(a) and (c) of the IBC 2016, the RP appears to have no such approval of COC and tenancy rights or its vacation is beyond the powers.

- iii. However, since the clause contains a provision and also that the period has expired, resolution plan being approved consequentially, the rights pass on to the SRA for exercising his rights. The property being of the CD the exercise of power by the applicant is independent of his powers on enforcement of rights, however, as per the stamped document filed on record, we direct the occupant to vacate the premises, as there are no mention of any Act under which he can claim any right to continue in the stated premises.
- iv. In view of the above, we pass the following orders:

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ORDER

- I. The Application is allowed.
- II. Respondent is directed to vacate the premises being 1st Floor of Cambay Grand, B/h PERD Centre, Thaltej, Ahmedabad, Gujarat-380054 within two weeks from the date of this order & handover the possession peacefully to the Applicant.
- III. Accordingly, IA 49(AHM) 2026 is disposed of.

sd/-

DR. V.G. VENKATA CHALAPATHY
MEMBER (TECHNICAL)

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CHITRA HANKARE
MEMBER (JUDICIAL)