

**NATIONAL COMPANY LAW TRIBUNAL  
GUWAHATI BENCH**

**I.A.No.60/2019  
In  
C.P.(IB).04/GB/2018**

*Under Section 7 of the Insolvency & Bankruptcy Code, 2016 read with Rule 11 of the  
Insolvency & Bankruptcy (Application to Adjudicating) Authority) Rules 2016.*

**In the matter of:**

Smt Aditi Bezbaruah	...	Applicant
-Versus-		
M/s Maxim Infrastructure & Real Estate Ltd.	...	Respondents
Kamalesh Kumar Singhania	...	Interim Resolution Professional.

**Coram:**

**Hon'ble Mr Hari Venkata Subba Rao, Member (J)  
Hon'ble Mr Ashutosh Chandra, Member (T)**

For the Applicant	:	Mr H.M. Rokibul, Advocate Mr J. Roy, Advocate
For the Resolution Professional	:	Mr R. Dubey, Advocate
		.....

**ORDER**

**Date of Order: 25<sup>th</sup> September 2019**

The above I.A.60/2019 is filed by the applicant, Smt Aditi Bezbaruah claiming the following reliefs:

- "i) To call for the case record in CP(IB)04/GB/;2018 and after hearing the parties be pleased to direct that the petitioner's land measuring 6.69 Ares covered by Dag No.306 of K.P. Patta No.1295 of Village

Hengarabari, Mouza – Beltola in the District of Kamrup, Assam is in no way connected with the instant proceedings under the IBC.

- ii) Consequently to hand over the possession of the land to the petitioner
- iii) To pay compensation to the extent of 12.34% of the total constructed value of the property as per the spirit of the original development Agreement, besides loss of rental income to the tune of Rs.7.5 Crores (approx)
- iv) To direct the IPR to include loss of rental income in the creditors list
- v) To pass such other order/s as may seem fit and proper.”

2. Mr Kamalesh Kumar Singhania, IRP, filed affidavit-in-reply opposing the above application contending, inter alia, that the applicant is claiming the above reliefs claiming to be the land owner who has entered into a development agreement with the Corporate Debtor (in short, CD) and the present reliefs claimed by the applicant are beyond the scope and jurisdiction of this Tribunal as the dispute arises out of a development agreement entered into between the CD and the applicant.

3. It is an admitted fact on both sides that the applicant had entered into a development agreement with the CD on 08.07.2008 and the development of the land was not completed by the CD as a result of which proceedings were initiated before this Tribunal against the CD and after admitting the company petition an IRP was appointed. The applicant has shown certain recent correspondence that have taken place between the applicant and the consortium of banks that show that the banks/Financial Creditors (in short, FC) are conscious about the rights of the applicant and also working for a solution to deal with the problem. Apart from the above, the applicant also initiated legal proceedings against the CD for certain reliefs arising out of the development agreement and the said matter is subjudice before the Hon'ble High Court. Apart from this no action has been taken by the IRP against the scheduled property except deploying a security guard for watch and ward purpose.

4. In view of the above facts and circumstances, this Tribunal is of the opinion that the reliefs claimed by the applicant are beyond the scope of this Tribunal as they are arising out of a development agreement between the applicant and the CD and the applicant is at liberty to put forth her grievances, if any, before the IRP at an appropriate point of time whenever the IRP proceeds against the scheduled property.

Under these circumstances, we see no reason to intervene in the matter and the application is accordingly liable to be dismissed.

5. Accordingly, the application is dismissed.

*sdlr*

Member (Technical)

*Sdlr u*

Member (Judicial)

nkm