THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH-I

IA 851/2024

Under Section 60(5) of Insolvency and Bankruptcy Code, 2016

MR. NITIN SURESH SATGHARE AND 99 ORS

...**Applicant**

V/s

PANCARD CLUBS LIMITED

…**Respondent**

In the matter of

C.P.(IB) NO. 4578/ (MB)/C OF 2018

MR. RAJESH SURESHCHANDRA SHETH RESOLUTION PROFESSIONAL OF PANCARD CLUBS LIMITED

…Applicant

V/s

ARON HOTELS & RESORTS

…Respondent

Order delivered on: 11.09.2025

Coram:

Shri Prabhat Kumar
Hon'ble Member (Technical)

Shri Sushil Mahadeorao Kochey
Hon'ble Member (Judicial)

Appearances:

For the Applicant	:	Mr. Rohan Agarwal
For the Respondent	:	Mr. Nausher Kohli

ORDER

1. This Application IA 851/2024 was filed by Mr. Rajesh Sureshchandra Sheth Resolution professional of Pancard Clubs limited ("Applicant"), under Section 60(5) of The Insolvency and Bankruptcy Code, 2016, seeking following reliefs:-
   a) *without prejudice to the rights and remedies available to the Applicant/Resolution Professional and the Corporate Debtor, direct the Respondent to pay the outstanding dues of INR 64,00,000/- plus applicable taxes as due and payable by the Respondent towards the charges against the usage and possession of the Property from 09.09.2022 to 08.01.2024;*
   b) *without prejudice to the rights and remedies available to the Applicant/Resolution Professional and the Corporate Debtor, direct the Respondent to vacate the Property and handover the peaceful possession of the Property to the Corporate Debtor, through the Applicant/Resolution Professional; and alternatively*
   c) *in the interim, direct the Respondent to pay to the Corporate Debtor the monthly usage charges with effect from the 09.01.2024 till the date of disposal of this application, as per the amount mutually agreed, to commensurate to the fair value of the prevalent lease rental applicable on the Property to be deduced by the Applicant/Resolution Professional or this Hon'ble Tribunal, along with GST, TDS, delay payment interest, if*

any and mesne profits with this Hon'ble Court till final disposal of the present Application;

d) pass any other such Order(s) as this Hon'ble Adjudicating Authority may deem fit.

2. The Application seeks directions to the Aron Hotels & Resorts ("Respondent") for (i) payment of outstanding dues of an amount of INR 64,00,000 plus applicable taxes as due and payable by the Respondent towards the charges against the usage and possession of the property consisting of collective Bungalows No. 1 to 12 along with proportionate undivided right, title, and interest in the leasehold land being all that piece and parcel of land or ground admeasuring 4590 Sq. Meters bearing Survey No. 163/1 and CTS No. 4 (Part) and 5, Plot No. 26 and 27, situated at Village Tungarli, within the limits of Lonavala Municipal Council and in the registration Sub-district of Mavai Taluka Mavai, District Pune (the Property) belonging to Pancard Clubs Ltd., for the period from 09.09.2022 to 08.01.2024, as outstanding Rental Payment; and (ii) vacation of the Property.

3. The Corporate Debtor was admitted to CIRP vide order dated 9.9.2022 appointing applicant herein as Interim Resolution Professional (IRP), who was later on appointed as Resolution Professional (RP). During the pendency of present application, a Resolution Plan submitted by one Chemhub Tradelink Private Limited for the Corporate Debtor was approved by this Tribunal vide order dated 25th April 2024. In terms of the Resolution Plan, the new management of the Corporate Debtor retained the right to initiate/continue/defend appropriate legal proceedings for proper implementation of the Plan and/or for availing or enforcing any right available to the Corporate Debtor. Accordingly, the Corporate Debtor was substituted as Applicant in place of RP in the present application.

4. A Hotel Management Agreement (HMA) was executed between the Respondent and Greenland Delso Group of Companies through its owner

Sameer Lakhani, whereby the said Hotel then known as United 21, situated on the plot size of 4 acres in gat number 163/2 having construction in 2809.95 square meter on National Highway no.4 Lonavala. Tal. Maval. Dist. Pune. consisting of approximately 76 Rooms, water park, marriage lounge, restaurant and bar and other facilities existing, it was agreed that (i) Respondent shall be in possession of United 21 for a period of 3 years; (ii) operate United 21 on its own terms and conditions; and (ii) pay an amount of Rs. 10,00,000/- (Rupees Ten Lakh Only) per month to Greenland for payment to SEBI as rental for United 21 and an amount of Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only) to Greenland. Prior to this, Glamour Hospitality Private Limited had entered into a conducting agreement dated June 22, 2017 with Aron Hotels and Resorts Private Limited of Greenland Delso Group for management of said Property. The said Hotel Management Agreement is stated to be entered

5. It is stated by the Respondent that when it took over the possession of United 21, the entire Hotel was in state of decay and was being only operated to take advances and provide bad service, thus, upon taking the possession of the Hotel, it spent a total amount of Rs. 1,40,00,000/- towards the capital expenditure for getting the property to the level of the same being operational by providing basic amenities in order to be able to generate revenues to pay the rentals to SEBI. It is claimed that, at this time, the Respondent became aware that United 21 was attached by SEBI under the recovery proceedings against the Pancard Clubs Limited, and United 21 was owned by one Glamaour Hospitality Private Limited (Glamour) and was managed by Greenland under a conducting agreement dated June 22, 2017 whereby Greenland was required to pay an amount of Rs. 20,00,000/- (Rupees Twenty Lakh Only) per month as rental to Glamour, which Mr. Lakhani and Glamour had failed to pay the same from June 2017 until June 2019 and thus, was liable to pay an amount of Rs. 4,80,00,000/- (Rupees Four Crore Eighty Lakh Only) to SEBI.

6. The Applicant has preferred this application in relation to Bungalows No. 1 to 12 along with proportionate undivided right, title, and interest in the leasehold land being all that piece and parcel of land or ground admeasuring 4590 Sq. Meters bearing Survey No. 163/1 and CTS No. 4 (Part) and 5, Plot No. 26 and 27, situated at Village Tungarli, which is adjacent to the above said Hotel Property. It is not in dispute that the said property is owned by the subsidiary of the Corporate Debtor i.e. Glamour Hospitality Private Limited and not by Pan Card Club Limited, and Glamour Hospitality Private Limited is not undergoing CIRP process.

7. The Applicant has filed this application on the premise that the Bungalows No. 1 to 12 situated on Survey No. 163/1 and the Hotel Property situated at Survey No. 163/2 are one and same property and the Respondent, being in occupation thereof, is liable to pay the rent for such usage. However, the Respondent submitted that they were represented by Sameer Lakhani of Greenland Delso Group that Hotel Property situated at Survey No. 163/2 comprise of Bungalows No. 1 to 12 situated on Survey No. 163/1 as well. During the course of arguments, it became clear that the conducting agreement was entered only in relation to Survey No. 163/2 and the said agreement does not create any rights in relation to Bungalow No. 1 to 12 standing over Survey No. 163/1, as these are two distinct properties. This fact is evident from the letter dated 17.3.2021 of SEBI addressed to Mr. Aneel S. Vadgama (signatory to conducting agreement) as well as Sameer Lakhani and Aron Hotels and Resorts Private Limited, wherein it is stated "*The property attached in the name and style of "United-21 Retreat, Lonavala" situated at Revised Survey No. 163/2. having CTS No.4 (part), 4/1, 4/2, 4/3 with the Resort having built up area of 2809.95 sq. meters is being managed by Mr. Sameer Lakhani under conducting agreement dated June 22, 2017 (Annexure B) entered with Glamour Hospitality Private Limited (subsidiary of Pancard Clubs Ltd.)*".

8. In case of ***BRS Ventures Investments Ltd. v. SREI Infrastructure Finance Ltd. and Anr., (2024) ibclaw.in 170 SC***, it was held that –

> *"21……………...There is a mandate of clause (d) of sub-section (4) of Section 36 of the IBC that the assets of an Indian subsidiary of the corporate debtor shall not be included in the liquidation estate assets and shall not be used for the recovery in liquidation. Section 18 entrusts several duties to the IRPs concerning the corporate debtor's assets. Consistent with the provisions of Section 36(4)(d), the explanation (b) to Section 18(1) provides that the term 'assets' used in Section 18 shall not include the assets of any Indian subsidiary of the corporate debtor. Perhaps the reason for including these two provisions is that it is well-settled that a shareholder has no interest in the company's assets. This view has been taken by this Court in paragraph 10 of its decision in the case of* ***Bacha F. Guzdar v. Commissioner of Income Tax, Bombay (1955) 1 SCR 876.***
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> *************************
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> *A holding company and its subsidiary are always distinct legal entities. The holding company would own shares of the subsidiary company. That does not make the holding company the owner of the subsidiary's assets. In the case of* ***Vodafone International Holdings BV (2012) 6 SCC 613****, this Court took the view that if a subsidiary company is wound up, its assets do not belong to the holding company but to the liquidator. As mentioned in the decision, the reason is that a company is a separate legal persona and the fact that the parent company owns all its share has nothing to do with its separate legal existence. Therefore, the assets of the subsidiary company of the corporate debtor cannot be part of the resolution plan of the corporate debtor."*

9. Accordingly, the assets of the subsidiary of the Corporate Debtor are independent and does not form part of the assets of Corporate Debtor thus standing outside the Resolution Profess of a Corporate Debtor. It is also

relevant to refer Section 60(5) of the Insolvency & Bankruptcy Code, 2016, which reads as under –

> "*(5) Notwithstanding anything to the contrary contained in any other law for the time being in force, the National Company Law Tribunal shall have jurisdiction*[J1] *to entertain or dispose of—*
>
> *(a) any application or proceeding by or against the corporate debtor or corporate person;*
>
> *(b) any claim made by or against the corporate debtor or corporate person, including claims by or against any of its subsidiaries situated in India; and*
>
> *(c) any question of priorities or any question of law or facts, arising out of or in relation to the insolvency resolution or liquidation proceedings of the corporate debtor or corporate person under this Code."*

10. From the bare perusal of above provisions, it is clear that this Tribunal is vested power to in relation to claims by the Corporate Debtor or by any of its subsidiaries or any question arising out of or in relation to the insolvency resolution of corporate debtor. In the present application, the subsidiary of corporate debtor has not made any claim. Further, no question is arising out of or in relation to insolvency resolution of Corporate Debtor. The question, in this application, pertains to recovery of outstanding rent due to subsidiary company from the Respondent.

11. Since, the Conducting Agreement read together with Hotel Management Agreement is in relation to Hotel Property situated at Survey No. 163/2, these agreements do not obligate the Respondent or Galmour to pay for the usage of Bungalow No. 1 to 12 situated at Survey No. 163/1 as these agreements do not create any right in these persons to use the Bungalows. Further, the Hotel Property situated at Survey No. 163/2 does not belong to Corporate Debtor, hence no direction can be issued in terms of Section 60(5) of the Insolvency & Bankruptcy Code, 2016 for payment of rent due to the subsidiary of the Corporate Debtor, who is owner of said Hotel Property. The Applicant has not

claimed any rent for usage of the Bungalow No. 1 to 12 situated at Survey No. 163/1, if any.

12. Accordingly, in our considered view, this Tribunal has no power to issue directions against Respondent in relation to payment of rent for usage of Hotel Property which is situated at Survey No. 163/2.

13. In terms of the above, IA 851 of 2024 is dismissed and disposed of accordingly.

-Sd/-
Prabhat Kumar
Member (Technical)

-Sd/-
Sushil Mahadeorao Kochey
Member (Judicial)