NATIONAL COMPANY LAW APPELLATE TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

Company Appeal (AT)(Insolvency) No. 625 of 2022

[Arising out of the order dated 12.05.2022 passed by the Adjudicating Authority, National Company Law Tribunal, Cuttack Bench in CP(IB) No.61/CB/2021]

IN THE MATTER OF:

Yash Nachrani
Director of suspended Board of Directors
Coppertun Brewing Private Limited
Residing at H. No. 962/3, Prem Bhawan,
Panchseel Nagar, Raipur, Chhatisgarh ...Appellant

Versus

Pardesi Construction Pvt. Ltd.
Registered office at 48, Residency Road,
Sadar, Nagpur 440001,
Maharashtra ...Respondent No.1

Coppertun Brewing Private Limited,
Through Mr. Rahul Mishra,
Resolution Professional
At Rahul Mishra and Associates,
Chartered Accountants,
Mishra Bhawan, Tatyapara Chowk,
Behind Shivaji Statue,
Raipur, Chhattisgarh ...Respondent No.2

Present:

For Appellant: **Mr. Krishnendu Datta, Sr. Advocate with Mr. Karun Mehta, Ms. Pratiksha Mishra and Ms. Varsha, Advocates.**

For Respondents: **Mr. Sandeep Bajaj, Mr. Vipul Jai, Mr. Mayank Biyani, Advocates for R-1.**

Mr. Debopriya Moulik, Advocate for R-2.

J U D G M E N T

[Per: Barun Mitra, Member (Technical)]

The present appeal filed under Section 61 of the Insolvency and Bankruptcy Code, 2016 ('**IBC**' in short) by the Appellant arises out of the order dated 12.05.2022 (hereinafter referred as '**Impugned Order**') passed by the Adjudicating Authority (National Company Law Tribunal, Cuttack Bench), in CP(IB) No. 61/CB/2021. By the impugned order, the Adjudicating Authority has admitted the petition under Section 9 of the IBC and allowed the initiation of Corporate Insolvency Resolution Process ('**CIRP**' in short) of the Corporate Debtor. Aggrieved by this impugned order, the present appeal has been preferred by the suspended director of the Corporate Debtor.

2. The brief factual matrix of the case which is necessary to be noted for deciding this appeal is as follows: -

- The Appellant is the erstwhile director of the Corporate Debtor/Respondent No.2, namely, Coppertun Brewing Pvt. Limited, which is engaged in the business of restaurant/micro-brewery.
- The Respondent No.1/Operational Creditor, namely, Pardesi Construction Private Limited is the owner of the premises which has been given on rental

basis to the Corporate Debtor/Respondent No.2 for carrying out its business.

- The Corporate Debtor took physical possession of the licensed premises, hereinafter referred to as the "said premises", and entered into a Leave and License Agreement ('**LLA**' in short) with the Operational Creditor dated 05.10.2015.
- The Corporate Debtor and Operational Creditor also entered into a Service Agreement ('**SA**' in short) dated 03.10.2015 by which the Corporate Debtor had agreed to certain service and maintenance facilities in respect of the said premises as provided by the Operational Creditor.
- The Operational Creditor had issued a notice to the Corporate Debtor on 12.12.2016 to vacate the said premises on the ground that it had failed to adhere to the terms of LLA and SA and for committing default in making payment of dues. The Corporate Debtor had replied to the said notice on 16.02.2017. Further vacation notices were issued subsequently again by the Operational Creditor to which the Corporate Debtor had sent his reply.
- The lease granted to the licensee/Corporate Debtor had a duration of five years in terms of Clause 4 of LLA, after which the Corporate Debtor was required to hand over vacant possession of the said premises to the Operational Creditor. However, Corporate Debtor continued to remain in possession of the said premises and over-stayed even after expiry of 5 year term.

- No rent or service charges was paid by the Corporate Debtor in respect of the said premises to the Operational Creditor and the Corporate Debtor has denied the liability to pay such amounts.
- A spate of communications got exchanged between the two parties relating to various certificates/compliances required to be obtained from concerned authorities in respect of the said premises.
- A notice invoking arbitration dated 06.08.2020 in terms of Clause 17 of SA was sent by the Operational Creditor to the Corporate Debtor for adjudication of their disputes, followed by another arbitration notice on 17.04.2021 under Clause 13 of LLA.
- The Corporate Debtor informed the Operational Creditor on 31.08.2020 in response to arbitration notice dated 06.08.2020 that he has filed a criminal complaint against them before Court of Judicial Magistrate, First Class, Nagpur on grounds of forgery and cheating.
- A demand notice under Section 8 of the IBC was sent to the Corporate Debtor by the Operational Creditor on 11.08.2021 claiming payment of Rs.7,66,52,157/- towards rental dues and service charges for possession of the said premises by the Corporate Debtor.
- The Corporate Debtor sent reply to the Demand notice on 24.08.2021 denying liability to pay any amount towards license fee, service charge or any other charges on the ground that necessary compliances/permissions have not been fulfilled by the Operational Creditor which prevented the

Corporate Debtor from procuring the requisite license and permission to start business on the said premises.

- The Operational Creditor thereafter filed a Section 9 petition of IBC before the Adjudicating Authority on 10.09.2021 leading to the impugned order dated 12.05.2022 admitting the Corporate Debtor to the rigours of CIRP.
- The impugned order has been challenged by the suspended Director of the Corporate Debtor on the ground that there is no admitted claim and that there is a genuine pre-existing dispute.

3. Making his submissions, the Learned Senior Counsel for the Appellant stated that relying on an assurance given by the Operational Creditor that it owns a building with all requisite sanctions in place for commercial business purposes, the Corporate Debtor took physical possession of the said premises in the said building located on the 6th Floor to run a microbrewery/restaurant. It is submitted that the LLA which was entered into between the two parties clearly stated that all permissions/sanctions were in place. In addition, an SA was also entered into between the two parties by which the Operational Creditor was to provide certain services such as 24 hours boring water, valet parking, lift services, common lighting, common security, maintenance facilities etc., towards running the business. It was emphasized that the SA was part and parcel of the LLA and in terms of Clause 18 of SA the two agreements were to subsist simultaneously and therefore required to be read together and not in isolation.

4. It has been further submitted that it came to the knowledge of the Corporate Debtor subsequently that the Operational Creditor did not have approvals such as Fire NoC/Occupancy Certificate and revised building sanction of the said premises. It was, also, contended that at the time when the said premises was leased out to the Corporate Debtor, there was no sanction for construction of the 6th floor of the building. In support of their contention that the building did not have the requisite permissions, mention was made that the Nagpur Municipal Corporation ('**NMC**' in short) in its letter dated 29.01.2014 to the Operational Creditor had rejected the building plan for reasons that it had construction sanction only up to 5th Floor and not for the 6th Floor besides not having met the need to make arrangements for fire extinguishers. It was further added that the NMC had again rejected the proposal for revised building plan on 05.11.2015. Thus, the Corporate Debtor had been misled to believe that all requisite sanctions were in place for running commercial business/operations from this premises at the time of taking possession.

5. Since the Operational Creditor had failed to provide the Occupancy Certificate, NoC from Fire Department and approval for revised building plan from NMC, the Learned Senior Counsel for the Appellant submitted that a number of communications were exchanged between the two parties besides a number of meetings held to sort out the issue of requisite sanctions with regard to the said premises. It was strenuously contended that the exchange of these protracted correspondences clearly substantiate that there was a longstanding

dispute between the two parties relating to requisite approvals/compliances from concerned competent authorities.

6. It was further stated by the Learned Senior Counsel for the Appellant, that though the Operational Creditor was unable to secure the necessary compliances/sanctions from the competent authorities thus preventing the Corporate Debtor from running its business operations, yet it sent a notice to the Corporate Debtor on 12.12.2016 to vacate the premises on the ground that they had not paid the rentals and other charges. The notice to vacate was replied to by the Corporate Debtor on 16.02.2017 stating that the Corporate Debtor was never able to use the said premises for which LLA and SA had been entered into, hence it was not obligated to make any payments under the said agreements. The Operational Creditor issued further notices on 16.05.2017 and 19.05.2017 to the Corporate Debtor seeking payment of the outstanding dues along with interest or to vacate the premises. These two notices were also replied by the Corporate Debtor on 13.06.2017 stating that the Operational Creditor had misrepresented the facts relating to requisite sanctions/approvals and for having fraudulently induced them to enter into the LLA and SA. It was further pointed out that since the Corporate Debtor had made huge expenditure on installation of furniture/equipment and in the absence of license to operate the brewery they suffered huge financial loss and a counter claim of Rs.7 cr was made by the Corporate Debtor.

7. Attention was also drawn to the fact that the Operational Creditor instead of resolving the impasse of regulatory compliances, chose to issue a notice dated 06.08.2020 invoking the arbitration clause under the SA. This notice according to the Learned Senior Counsel for the Appellant signified pre-existing disputes. Reiterating the factum of existence of disputes, it was further added that the Corporate Debtor had also filed a criminal complaint for fraud and misrepresentation against the Operational Creditor in the court of the Judicial Magistrate First Class.

8. It has been submitted by the Learned Senior Counsel for the Appellant that a demand notice under Section 8 of the IBC was sent to the Corporate Debtor by the Operational Creditor on 11.08.2021 claiming payment of Rs.7,66,52,157/- towards rental dues and service charges for possession of the said premises by the Corporate Debtor. The Corporate Debtor in their reply dated 24.08.2021 not only denied their liability to pay but also raised the disputes between the two parties arising out of the fact that the Operational Creditor had failed to arrange Fire NOC/Occupancy Certificate/Building Plan approval and that a criminal application had been filed by them.

9. The Learned Senior Counsel for the Appellant also submitted that the Operational Creditor had placed certain documents after the conclusion of final hearing by the Adjudicating Authority and that by placing reliance on these documents, the Adjudicating Authority had committed an error in treating the

defence of pre-existing disputes as moonshine. Since no application had been filed by the Operational Creditor for amendment of its pleadings or for filing additional documents, this had denied the Appellant an opportunity to deal with these documents which is violative of principles of natural justice.

10. Refuting the above submissions made by the Appellant, the Learned Counsel for the Respondent stated that the Corporate Debtor is a tenant by sufferance having continued to remain in possession of the said premises for more than seven years, beyond the expiry term of five years stipulated under the LLA read with SA, without making payment of rentals and other charges. Thus operational debt had become due and payable and the Operational Creditor was denied their legitimate claims of rentals and other charges. It has also been submitted that the contention of the Corporate Debtor that rental dues from lease agreements do not qualify as operational debt is not tenable in view of the orders of this Tribunal in the matter of ***Jaipur Trade Expocentre Pvt. Ltd. V. Metro Jet Airways Training Pvt. Ltd. in Company Appeal (AT) (Ins.) No. 423 of 2021*** wherein it has been held that the claim of the licensor for payment of license fee for use of premises for business purpose is an operational debt.

11. It has been further contended that there was no pre-existing dispute prior to the issue of demand notice since the Operational Creditor had been issued an Occupancy Certificate dated 22.01.2016 and NoC from Fire Department dated 03.08.2016. Moreover, the Corporate Debtor had executed the LLA and SA after

inspecting the said premises and only after having satisfied themselves had occupied the said premises. The Corporate Debtor because of their own lapses failed to obtain license for running their business and have tried to wrongly shift the blame upon the Operational Creditor. Further the LLA and SA clearly state that the premises which find mention in the Agreements are the "Fifth Floor-Level 6" and Corporate Debtor by repeatedly mentioning about the absence of the building sanction for 6th Floor has tried to mislead this Tribunal. Furthermore, the Corporate Debtor having expressly rejected invocation of arbitration clause in their email dated 31.08.2020, cannot harp on the notice of arbitration to claim a pre-existing dispute and that in any case, the pendency of arbitration was not even raised by the Corporate Debtor while furnishing their reply to the demand notice. It was contended that the story of disputes has been created by the Corporate Debtor solely with the intention to avoid payment of operational debt.

12. We have duly considered the detailed arguments and submissions advanced by the Learned Counsel for both the parties and perused the records carefully.

13. The issue for our consideration is whether payment to the Operational Creditor was due from the Corporate Debtor and if so, whether a default has been committed by the Corporate Debtor in respect of payment of such operational debt and whether there was any pre-existing dispute raised during

the stage of Section 8 Notice. This examination would be in line with the test which has been laid down by the Hon'ble Supreme Court in **Mobilox Innovations Pvt. Ltd. Vs. Kirusa Software Private Limited (2018) in C.A. No.9405 of 2017 (MANU/SC/1196/2017)** (hereinafter referred to as '**Mobilox**') which was adverted attention to by the Learned Senior Counsel for the Appellant.

14. It is relevant to refer to paras 33, 51 and 56 of ***Mobilox supra*** which is extracted as hereunder: -

> *"33.....What is important is that the existence of the dispute and/or the suit or arbitration proceeding must be pre-existing i.e. it must exist before the receipt of the demand notice or invoice, as the case maybe. In case the unpaid operational debt has been repaid, the corporate debtor shall within a period of the self-same 10 days sent and attested copy of the record of the electronic transfer of the unpaid amount from the bank account of the corporate debtor or send an attested copy of the record that an operational creditor has encashed a cheque or otherwise received payment from the corporate debt [Section 8(2) (b)]. It is only if, after the expiry of the period of the said 10 days, the operational creditor does not either receive payment from the corporate debtor or notice of dispute, that the operational creditor may trigger the insolvency process by filing an application before the adjudicating authority under Sections 9(1) and 9(2)....."*

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51. It is clear, therefore, that once the operational creditor has filed an application, which is otherwise complete, the adjudicating authority must reject the application under Section 9(5)(2)(d) if notice of dispute has been received by the operational creditor or there is a record of dispute in the information utility. It is clear that such notice must bring to the notice of the operational creditor the "existence" of a dispute or the fact that a suit or arbitration proceeding relating to a dispute is pending between the parties. Therefore, all that the adjudicating authority is to see at this stage 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 important to separate the grain from the chaff and to reject a spurious defence which is mere bluster. However, in doing so, the Court does not need to be satisfied that the defence is likely to succeed. The Court does not at this stage examine the merits of the dispute except to the extent indicated above. So long as a dispute truly exists in fact and is not spurious, hypothetical or illusory, the adjudicating authority has to reject the application."

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"56. Going by the aforesaid test of "existence of a dispute", it is clear that without going into the merits of the dispute, the appellant has raised a

plausible contention requiring further investigation which is not a patently feeble legal argument or an assertion of facts unsupported by evidence. The defense is not spurious, mere bluster, plainly frivolous or vexatious. A dispute does truly exist in fact between the parties, which may or may not ultimately succeed, and the Appellate Tribunal was wholly incorrect in characterizing the defense as vague, got-up and motivated to evade liability."

15. This now brings us to examine whether there was any dispute with regard to dues payable by the Corporate Debtor to the Operational Creditor under the terms of LLA and SA. It is the case of the Respondent that the Corporate Debtor continues to hold possession of the said premises even beyond the 5 year term of the LLA and that neither outstanding license nor service charges have been paid so far and that there was a default in the payment of operational debt of Rs.7,66,52,157/- only. We find that the Adjudicating Authority has noted that since the Corporate Debtor has not produced details of any payment in respect of monthly rent etc., operational debt and default is established and on this ground admitted the Section 9 petition. This finding of the Adjudicating Authority is erroneous and one-sided having not taken cognizance of the fact that the operational debt claimed by the Operational Creditor was never admitted at any stage by the Corporate Debtor.

16. It is the claim of the Corporate Debtor that the said premises had been taken on rent to run restaurant/microbrewery operations having been misled by the Operational Creditor that the premises had received the requisite sanctions for commercial use. In support of their contention, the Learned Senior Counsel for the Appellant adverted attention to Clauses 4 and 5 of the LLA which is as reproduced below: -

> *"4. The Licensor(s) declare/s that the user of the said Premises has been sanctioned for commercial purposes and that the Licensor has/have all the requisite permissions/sanctions to grant the license in respect of the said Premises to the Licensee for running its business.*
>
> *5. Based on the aforesaid representations the Licensee has agreed to take the Licensed Premises on Leave and License basis from the Licensor(s) for the purpose of carrying on the Business in accordance with the Term, payment of the License Fee and Security Deposit and upon the terms and conditions herein specified."*

(Emphasis supplied)

It has been contended that these sanctions had actually not been received from the competent authorities and consequentially the Corporate Debtor could not obtain the BRL License for manufacturing of beer which was essential for running the microbrewery. Hence, as the Corporate Debtor could not use the premises for the purpose for which the LLA and SA were entered into, the

question of payment of license fees and service/maintenance charges did not arise.

17. We also notice that the Learned Senior Counsel for the Appellant has emphatically asserted that liability to pay the dues claimed by the Operational Creditor had been consistently denied by the Corporate Debtor while furnishing their replies to the notice to vacate the said premises; in their reply to the notice for arbitration as well as in their reply to the Section 8 demand notice. This non-liability to pay both the rental and maintenance dues along with detailed justification was communicated to the Operational Creditor on 16.02.2017 as at pages 126-133 of APB and again on 13.06.2017 as at pages 152-154 of APB. We also notice that the above two communications dated 16.02.2017 and 13.06.2017 were triggered by notice to vacate the said premises which had been issued by the Operational Creditor on 12.12.2016 as at page 125 of APB followed by reminder notices dated 16.05.2017 and 29.05.2017 as at pages 134-151 of APB. This series of correspondences make it amply clear that both the parties were at loggerheads on the issue of both rental and service charges in respect of the said premises and that this dispute also pre-dated the issue of Section 8 demand notice on 11.08.2021. It has also not escaped our attention that in their reply to Section 9 application, the Corporate Debtor has categorically mentioned that "*there is total absence of any enforceable debt outstanding against the Corporate Debtor*" as placed at page 199 of APB. The reply notice thus clearly amounted to a notice of dispute having unequivocally opposed the claim of the

Operational Creditor's amount due. If the debt is disputed, we are of the considered view that the application of the Operational Creditor for initiation of CIRP must be dismissed.

18. Carrying the thread of this argument further, the Learned Senior Counsel for the Appellant submitted that the liability to pay service charge also did not arise since payment under the LLA and SA was interlinked in terms of Clause 18 of SA which stipulated that both agreements are deemed to be part and parcel of each other. It has been further pressed that the very fact that the Operational Creditor had himself invoked Clause 17 in the SA to resort to arbitration makes it self-explanatory that there were disputes in respect of services provided under SA. It is however the case of the Respondent that since the Corporate Debtor had rejected the invocation of arbitration clause and since no arbitrator was ever appointed, the arbitration proceedings had never commenced. We note that the Adjudicating Authority having considered these submissions has held that as the Corporate Debtor did not mention about pending arbitration in their reply to the Section 8 Demand Notice has therefore not viewed it as a point of dispute between the two parties. We are reluctant to agree with the Adjudicating Authority on this score for reasons elucidated in the succeeding paragraphs.

19. It is an undisputed fact that Clause 13 of the LLA and Clause 17 of SA provide for resolution of disputes by mutual negotiation failing which by arbitration. It is also clear from the facts on record that a notice invoking

arbitration under Clause 17 of SA was invoked by the Operational Creditor on 06.08.2020 as seen at page 157 of APB and this has not been controverted by the Respondent. It would be useful at this stage to extract relevant portions from this notice of arbitration as under:-

> *".....We have not received any amount of license charges, penal damages or service charges in respect of our two agreements with you. We observed that, whenever we raised the issue of your debts, you raised several alibis (like your inability to get license for your business due to illegal construction) to deny or delay the payments. The allegations were absurd, frivolous, imaginary and were coined to achieve some purposes.*
>
> *We are peeved at by your malignant behaviour of dragging the dispute to police by lodging a frivolous complaint. You had audacity to lodge a complaint against us in a matter where we are sufferers of non payment of dues by you. We treat it no more than a hokum and reserve our rights to take the issue to its logical ends and getting legally redressed by an appropriate court of law.*
>
> *Be that as it may, we put it on record that we have tried multiple times to get our legitimate dues and to get the matter resolved with the help of our common friends. All these attempts were in true spirit of clause 17 of our service agreement dated 03-10-2015 which speaks of mutual negotiations for an amicable settlement and on failure to get the dispute resolved, to resort to arbitration....."*
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> ***(Emphasis supplied)***

20. A plain reading of the above arbitration notice makes it abundantly clear that there were serious disputes between the two parties and the Operational

Creditor by their own admission stated that failure to get the dispute resolved through mutual negotiation compelled them to resort to arbitration. We also notice that the Corporate Debtor vide email dated 31.08.2020 had rejected the invocation of the arbitration and informed the Operational Creditor about already having filed a criminal complaint against him for misrepresentation and fraud. Yet another notice for arbitration was again issued on 17.04.2021 by the Operational Creditor notifying the Corporate Debtor that they "*would like to get the dispute resolved in the forum of an arbitrator*" in terms of Clause 13 of the LLA as placed at page 160-162 of APB. Given this factual back-drop, it clearly establishes that the notice of arbitration had been twice invoked. These notices unequivocally substantiate that disputes existed between the two parties which could not be ironed out inspite of mutual negotiations. Further, since both the notices of arbitration preceded the issue of Section 8 notice, we cannot lose sight of the fact that real and substantial disputes were actually in existence.

21. Elaborating further on the issue of disputes, it has also been submitted by the Learned Senior Counsel for the Appellant that the Corporate Debtor had sent emails on 10.12.2015, 19.12.2015, 25.02.2016, 26.02.2016, 04.03.2016, 21.03.2016, 04.08.2016 and 05.12.2016 to the Operational Creditor seeking documents like Fire NoC, revised sanction plan of the building, etc. so as to get requisite licenses to run the restaurant/brewery. Mention was also made of NMC having informed the Operational Creditor on 29.01.2014, 05.11.2015 and 19.07.2018 to seek formal approval of the revised building map after fulfilling

certain prescriptions including fire safety as placed at page 82, 122 and 155 of the APB respectively. Mention was made of a letter dated 13.01.2017 issued by the Excise Department to the Corporate Debtor rejecting issue of Beer manufacturing license for the reason that certificate from the Fire Department was not available. This has been countered by the Learned Counsel for the Respondent as frivolous and baseless by stating that the Operational Creditor was in possession of Occupancy Certificate dated 22.01.2016 and NoC from Fire Department dated 03.08.2016 and Revised/First NOC on 31.03.2021. This has been challenged by the Learned Senior Counsel for the Appellant by pointing out that even the Revised/First NOC is conditional and 33 fresh conditions were imposed which are unmet. Further, it has been contended by the Learned Senior Counsel for the Appellant that a RTI response received from NMC substantiates that completion certificate for the concerned premises is not available; that permission to start restaurant in the concerned premises had been rejected; that construction of the building was not in terms of the approved map and that fire prevention and life safety measures have not been implemented in respect of the 6th Floor. We are of the considered view that since Section 9 of IBC proceedings are summary in nature, it is therefore beyond our remit to enquire into the veracity of these allegations and counter-allegations but for prima-facie concluding that there is sufficient record to show that the two parties were embroiled in a long-standing dispute over the issue of NoC/compliances.

22. The Adjudicating Authority therefore clearly fell in error in admitting the Section 9 application while turning a blind eye to this voluminous exchange of correspondence between the Corporate Debtor and Operational Creditor spread over a long period of time on the availability of compliances/certificates from various competent authorities, which clearly establishes that there were serious differences between them in the nature of real pre-existing disputes. In the present factual matrix, the defence raised by the Corporate Debtor therefore cannot be held to be moonshine, spurious, hypothetical or illusory. For such disputed operational debt, Section 9 proceeding under IBC cannot be initiated at the instance of the Operational Creditor.

23. What also heavily weighs on our mind is that both in terms of the objectives of the IBC and settled proposition of law as expressed and explained time and again by the Hon'ble Supreme Court, the provisions of IBC cannot be turned into a debt recovery proceedings as the underpinning of this special code is to bring a Corporate Debtor on its feet. Where operational creditor seeks to initiate insolvency process against a Corporate Debtor, it can only be done in clear cases where no real dispute exists between the two which is not so borne out given the facts of the present case.

24. For the foregoing reasons, we are of the considered opinion that the Adjudicating Authority committed serious error in admitting Section 9 application in the facts of the present case. The Impugned Order dated

12.05.2022 initiating CIRP of the Corporate Debtor and all other orders pursuant to Impugned Order are therefore set aside. The Corporate Debtor is released from the rigours of CIRP and is allowed to function independently through its board of directors with immediate effect. The Resolution Professional shall however be paid his fees/expenses by the Operational Creditor. We however hasten to add that we are not expressing any views on the merits of the disputes raised and in the event the Respondent No.1/Operational Creditor is desirous of seeking alternative legal remedy, in the interest of justice, it shall remain open to raise all pleas including rent, mesne profits, eviction of tenant by sufferance, contractual dispute, etc., before the appropriate legal forum as permissible in law. No costs.

[Justice Ashok Bhushan]
Chairperson

[Barun Mitra]
Member (Technical)

Place: New Delhi
Date: 13.03.2023

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