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Detailed appraisal of the terms and conditions of the lease and their ramifications including application of the force majeure clause would require an incisive judicial enquiry. It would not be possible for this Authority to go there into by in a summary proceeding as the present one. Since the Corporate Debtor is under CIRP, it would also be not appropriate for the Respondent to continue in the lease premises. His continuance in the shop would thwart the resolution process and would frustrate the object of the Code. It would accordingly be appropriate to direct the Respondent to handover the vacant possession of the shop room to the Applicant.

Atul Rajwadkar, Liquidator for Gupta Infrastructure (India) Pvt. Ltd. Vs. Ranjan Agarwal - NCLT Mumbai Bench

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