

S U P R E M E C O U R T O F I N D I A  
RECORD OF PROCEEDINGS

**Civil Appeal No(s). 4237/2020**

## PROMILA TANEJA

**Appellant(s)**

## VERSUS

SURENDRI DESIGN PVT. LTD.

## Respondent(s)

**(WITH I.R.)**

Date : 28-01-2021 This appeal was called on for hearing today.

**CORAM :**

**HON'BLE DR. JUSTICE D.Y. CHANDRACHUD**  
**HON'BLE MS. JUSTICE INDIRA BANERJEE**  
**HON'BLE MR. JUSTICE SANJIV KHANNA**

**For Appellant(s)** Ms. Anjoo Jain, Adv.  
Mr. Hitesh Sachaar, Adv.  
Ms. Prachie Jain, Adv.  
Mr. Anuj Bhandari, AOR

## For Respondent(s)

**UPON hearing the counsel the Court made the following  
O R D E R**

1 Ms Anjoo Jain, learned counsel appearing on behalf of the appellant, submits that  
there are two conflicting decisions of the National Company Law Appellate  
Tribunal on the issue as to whether the non-payment of rent would qualify as an  
operational debt within the meaning of Section 5(21) of the Insolvency and  
Bankruptcy Code 2016:

(ii) **Anup Sushil Dubey v National Agriculture Co-operative Marketing Federation of India Limited & Ors**, Company Appeal (AT)(Insolvency) No 229 of 2020 decided on 7 October 2020.

- 2 In the present case, it has been submitted that the demand was both in respect of the arrears of rent as well as on account of damages for breach of the lock-in period.
- 3 Issue notice, returnable after twelve weeks.
- 4 Dasti, in addition, is permitted.
- 5 Counter affidavit shall be filed within four weeks from the date of service.
- 6 Rejoinder, if any, be filed within four weeks thereafter.

**(SANJAY KUMAR-I)**  
**AR-CUM-PS**

**(SAROJ KUMARI GAUR)**  
**COURT MASTER**