



2026:DHC:3057



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI****Date of Decision: 13.04.2026**

+ OMP (ENF.) (COMM.) 116/2019, EX.APPL.(OS) 939/2019 (For Dir), EX.APPL.(OS) 2/2020 (For Dir), EX.APPL.(OS) 1080/2020 (For Dir), EX.APPL.(OS) 1151/2020 (For Dir), EX.APPL.(OS) 10/2021 (For Permission of travel out of India.), EX.APPL.(OS) 1108/2021 (For Dir), EX.APPL.(OS) 2853/2022 (For Dir), EX.APPL.(OS) 2854/2022 (For Dir), EX.APPL.(OS) 1368/2024 (For modification of the order dt. 04.12.2019.) & EX.APPL.(OS) 1116/2025 (For Dir)

VISTRA ITCL (INDIA) LIMITEDDecree Holder

Through: Mr. Sidhant Kumar, Ms. Anushka Shah & Ms. Ekssha Kashyap, Advs.

versus

PRANAV ANSAL & ANR.Judgement Debtors

Through: Mr. Malak Bhatt, Ms. Neeha Nagpal, Ms. Sukanya Joshi & Mr. Saahil Bahety, Advs. for JD-1.

CORAM:**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR**

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JUDGEMENT (ORAL)**HARISH VAIDYANATHAN SHANKAR, J.****EX.APPL.(OS) 2852/2022 (For Attachment and sale of properties and issuance of Garnishee)**

1. The present Application has been filed on behalf of the Decree Holder seeking the following reliefs:

“a. Direct attachment and sale of the properties listed in paragraph 5 and 7 of the present Application;



- b. Direct attachment of the debts stated in paragraph 6 of the Application and consequently direct the proposed Garnishees to make payment to the Petitioner;
- c. Alternatively, direct the Judgment Debtors to deposit the awarded amount with interest which as on 27.04.2022 is Rs. 385,40,82,657/- (Rupees Three Hundred and Eighty-Five Crores, Forty Lacs, Eighty-Two Thousand, Six Hundred and Fifty-Seven only), or furnish solvent security by means of Bank Guarantee to the satisfaction of this Hon'ble Court; and
- d. Pass any other order or orders that may be deemed fit and proper by this Hon'ble Court in the interest of justice.”

2. At the outset, Mr. Sidhant Kumar, learned counsel for the Decree Holder, has handed over across the bar a list of properties which, according to him, can be proceeded with for the purpose of grant of the prayers as sought for in the present Application. The said list of properties is reproduced for ready reference hereinunder:

S. No.	Property details	Valuation as in July 2022	Reference
1.	Shop Space bearing number SGF- 10, Palam Triangle, Gurugram admeasuring 79.34 sq. mtrs. and 854 sq. ft.	INR 1,02,48,000/-	PDF Pg. 1292; 003 Pleadings Index dated 1 August 2022 bearing diary number 1288598/2022
2.	Shop bearing number UB-05, Ansal Plaza Commercial Complex, Greater Noida, Uttar Pradesh	INR 2,12,50,000/-	PDG Pg. 1300; 003 Pleadings Index dated 1 August 2022 bearing diary number 1288598/2022
3.	Commercial Plot FSI 60800, CBD Ansal Golf City, Lucknow, Uttar Pradesh	INR 68,71,74,000/-	PDG Pg. 1308; 003 Pleadings Index dated 1 August 2022 bearing diary number 1288598/2022
4.	Flat Bearing number UGF-12, along with covered car parking space No-MB-1, Antriksh Bhawan,	INR 2,00,16,000/-	PDG Pg. 1318; 003 Pleadings Index dated 1 August 2022 bearing diary



	Kasturba Gandhi Marg, New Delhi-110001.		number 1288598/2022
5.	Shop bearing number UB-01, Ansal Plaza Commercial Complex, Greater Noida, Uttar Pradesh	INR 13,79,46,000/-	PDG Pg. 1326; 003 Pleadings Index dated 1 August 2022 bearing diary number 1288598/2022

3. He, however, further submits that the property bearing Serial No. 3 in the said list of properties may be kept out of the purview of the present Application for the time being, as there is an apprehension of certain issues in relation to the said property.

4. ***Per contra***, Mr. Malak Bhatt, learned counsel for the Judgment Debtors, vehemently objects to the continuance of the present proceedings and the grant of the reliefs as sought for in the present Application. He submits that in the event that this Court were to proceed with the matter any further, then it will have repercussions affecting the repayment plan that has been considered by the creditors.

5. In view thereof, he further submits that any order passed in pursuance of the present Application, in respect to the properties as set out hereinabove, would result in said properties being removed from the scheme of the **Personal Insolvency Resolution Process**¹, thereby affecting the rights of the other creditors who have currently preferred claims before the **Resolution Professional**².

6. He further submits that the same runs contrary to the larger scheme of the **Insolvency and Bankruptcy Code, 2016**³ which provides that the claims of creditors of various categories, including

¹ PIRP

² RP

³ IBC



those arising out of judgments or awards are required to be lodged before the RP during the resolution process, as the idea behind such proceedings is to ensure that equanimity is maintained as between the various sets of creditors. He would submit that permitting the present Application to proceed would disturb such parity and result in a situation where the present Decree Holder, in effect, secures a preferential position over other creditors, which is impermissible in law.

7. He also submits that the amount awarded in favour of the Decree Holder has already been accounted for and is reflected in the proposed repayment plan. It is contended that there exists a likelihood of inconsistency between the final determination, rendered on the repayment plan, by the learned **National Company Law Tribunal**⁴ under PIRP and any directions that may be passed by this Court for the present Application.

8. ***In rebuttal***, learned counsel for the Decree Holder submits that if the argument of the learned counsel for the Judgment Debtors were to be accepted, then the express provisions of Section 101 of the IBC would be rendered otiose. Section 101 of IBC is extracted for ready reference hereinunder:

“101. Moratorium. -(1) When the application is admitted under section 100, a moratorium shall commence in relation to all the debts and shall cease to have effect at the end of the period of one hundred and eighty days beginning with the date of admission of the application or on the date the Adjudicating Authority passes an order on the repayment plan under section 114, whichever is earlier.

(2) During the moratorium period—

⁴ NCLT



- (a) any pending legal action or proceeding in respect of any debt shall be deemed to have been stayed;
 - (b) the creditors shall not initiate any legal action or legal proceedings in respect of any debt; and
 - (c) the debtor shall not transfer, alienate, encumber or dispose of any of his assets or his legal rights or beneficial interest therein;
- (3) Where an order admitting the application under section 96 has been made in relation to a firm, the moratorium under sub-section (1) shall operate against all the partners of the firm.
- (4) The provisions of this section shall not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator.”

9. In addition, for the sake of coherence and completeness, Sections 100 and 114 of IBC, as referred to in Section 101, are also reproduced for ready reference hereinunder:

“100. Admission or rejection of application. - (1) The Adjudicating Authority shall, within fourteen days from the date of submission of the report under section 99 pass an order either admitting or rejecting the application referred to in section 94 or 95, as the case may be.

(2) Where the Adjudicating Authority admits an application under sub-section (1), it may, on the request of the resolution professional, issue instructions for the purpose of conducting negotiations between the debtor and creditors and for arriving at a repayment plan.

(3) The Adjudicating Authority shall provide a copy of the order passed under sub-section (1) along with the report of the resolution professional and the application referred to in section 94 or 95, as the case may be, to the creditors within seven days from the date of the said order.

(4) If the application referred to in section 94 or 95, as the case may be, is rejected by the Adjudicating Authority on the basis of report submitted by the resolution professional that the application was made with the intention to defraud his creditors or the resolution professional, the order under sub-section (1) shall record that the creditor is entitled to file for a bankruptcy order under Chapter IV.”

“114. Order of Adjudicating Authority on repayment plan. - (1) The Adjudicating Authority shall by an order approve or reject the repayment plan on the basis of the report of the meeting of the creditors submitted by the resolution professional under section 112:



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Provided that where a meeting of creditors is not summoned, the Adjudicating Authority shall pass an order on the basis of the report prepared by the resolution professional under section 106.

(2) The order of the Adjudicating Authority approving the repayment plan may also provide for directions for implementing the repayment plan.

(3) Where the Adjudicating Authority is of the opinion that the repayment plan requires modification, it may direct the resolution professional to re-convene a meeting of the creditors for reconsidering the repayment plan.”

10. In view of the above, learned counsel for the Decree Holder submits that under Section 101 of the IBC, there is a definite period provided for the moratorium, i.e., a period of 180 days, and upon the expiry of said period, the field is open for any creditor or any award/decreed holder to initiate such proceedings as are permissible under the law for the purpose of recovery of their monies/legitimate dues.

11. He further submits that if the proceedings were to be rejected, in variance with the moratorium provisions as provided for under Section 101 of the IBC, it would effectively lead to a situation where something that is not permissible under the law is being permitted.

12. In pursuance of the aforesaid, he thus submits that upon cessation of the moratorium, the present proceedings may be continued and adjudicated by this Court, as there being no legal impediment or embargo thereto.

13. He seeks to rely upon the Order dated 07.10.2025 passed by the learned NCLT, wherein there is a categorical mention of the aspect that the moratorium has ceased to have effect as per the provisions of the IBC.

14. He further submits that although, by virtue of the said order, the



learned NCLT granted a further extension of 120 days for the purpose of finalisation of the repayment plan, it categorically clarified, with due circumspection, that the moratorium period ceased to exist during the said extended period.

15. Learned counsel for the Decree Holder further relies upon the Judgment passed by the Hon'ble Supreme Court in ***Pioneer Urban Land and Infrastructure Ltd. v. Union of India***⁵ wherein it is clearly set out that recovery proceedings are independent of and are separate from proceedings under the IBC.

16. He refers to and relies upon paragraph 30 of ***Pioneer Urban Land and Infrastructure Ltd. (supra)*** to contend that a debt holder is not denuded of independent remedies in law, and may, at its election, either pursue recovery proceedings or lodge its claim before the RP in accordance with the scheme of the IBC. Paragraph 30 of ***Pioneer Urban Land and Infrastructure Ltd. (supra)*** is reproduced for ready reference herein under:

“30. As a matter of fact, the Code and RERA operate in completely different spheres. The Code deals with a proceeding in rem in which the focus is the rehabilitation of the corporate debtor. This is to take place by replacing the management of the corporate debtor by means of a resolution plan which must be accepted by 66% of the Committee of Creditors, which is now put at the helm of affairs, in deciding the fate of the corporate debtor. Such resolution plan then puts the same or another management in the saddle, subject to the provisions of the Code, so that the corporate debtor may be pulled out of the woods and may continue as a going concern, thus benefiting all stakeholders involved. It is only as a last resort that winding up of the corporate debtor is resorted to, so that its assets may be liquidated and paid out in the manner provided by Section 53 of the Code. On the other hand, RERA protects the interests of the individual investor in real estate projects by requiring the promoter to strictly adhere to its

⁵ (2019) 8 SCC 416



provisions. The object of RERA is to see that real estate projects come to fruition within the stated period and to see that allottees of such projects are not left in the lurch and are finally able to realise their dream of a home, or be paid compensation if such dream is shattered, or at least get back monies that they had advanced towards the project with interest. At the same time, recalcitrant allottees are not to be tolerated, as they must also perform their part of the bargain, namely, to pay instalments as and when they become due and payable. Given the different spheres within which these two enactments operate, different parallel remedies are given to allottees under RERA to see that their flat/apartment is constructed and delivered to them in time, barring which compensation for the same and/or refund of amounts paid together with interest at the very least comes their way. If, however, the allottee wants that the corporate debtor's management itself be removed and replaced, so that the corporate debtor can be rehabilitated, he may prefer a Section 7 application under the Code. That another parallel remedy is available is recognised by RERA itself in the proviso to Section 71(1), by which an allottee may continue with an application already filed before the Consumer Protection Fora, he being given the choice to withdraw such complaint and file an application before the adjudicating officer under RERA read with Section 88. In similar circumstances, this court in *Swaraj Infrastructure (P) Ltd. v. Kotak Mahindra Bank Ltd. (2019) 3 SCC 620* has held that the Debts Recovery Tribunal proceedings under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 and winding-up proceedings under the Companies Act, 1956 can carry on in parallel streams (see paras 21 and 22 therein)."

(emphasis supplied)

17. Learned counsel for the Decree Holder, moreover, submits that the amount awarded in favour of the Decree Holder stands incorporated in the draft/proposed repayment plan; however, the approval of the said plan, in its existing form, remains uncertain.

18. Pursuant thereto, he submits that in the absence of any statutory prohibition, this Court may proceed to grant the reliefs as sought for in the present Application, including directing attachment and sale of the properties enumerated hereinabove in the table.



Analysis & Decision:

19. This Court has heard learned counsel for the parties and, with their able assistance, gone through the relevant documents and other relevant materials.

20. This Court is of the view that the statute must be strictly construed and interpreted as it stands, and there arises no occasion for Courts to grant an expansive interpretation to a provision, especially when nothing is expressly provided in that regard.

21. A perusal of Section 101 of the IBC clarifies that the provision is categorical in providing that the moratorium shall cease to have effect upon either the expiry of a period of 180 days from the date of admission of the application, or on the date on which the learned Adjudicating Authority passes an order on the repayment plan under Section 114 of the IBC, '*whichever is earlier*'.

22. The use of the expression '*whichever is earlier*' clearly evinces the legislative intent that the cessation of the moratorium may occur upon either of the two aforementioned contingencies. Consequently, even in a situation where no order on the repayment plan has been passed, the moratorium would nevertheless come to an end upon expiry of the prescribed period, and proceedings may thereafter be continued in accordance with law.

23. It is noteworthy that, unlike the Corporate Insolvency Resolution Process, wherein Section 14(4) of the IBC expressly stipulates that the moratorium shall operate from the date of the order "*till the completion of the corporate insolvency resolution process*", the statutory framework governing the PIRP adopts a materially distinct approach.



24. Section 101 of the IBC, which specifically deals with moratorium in the context of PIRP, provides in clear and unambiguous terms that such moratorium “*shall commence in relation to all the debts and shall cease to have effect at the end of the period of one hundred and eighty days beginning with the date of admission of the application or on the date the Adjudicating Authority passes an order on the repayment plan under Section 114, whichever is earlier.*” Notably, the provision does not contemplate any extension or continuation of the moratorium beyond the contingencies expressly enumerated therein.

25. In light of the aforesaid statutory scheme, and having regard to the plain language employed in Section 101 of the IBC, it can be conclusively crystallised that, in the context of PIRP, which is the situation that emerged before this Court in the present case, the moratorium is inherently time-bound and determinable upon the occurrence of either of the following two events:

- (i) upon the expiry of a period of 180 days from the date of admission of the application; or
- (ii) upon the Adjudicating Authority passing an order approving or otherwise dealing with the repayment plan under Section 114 of the IBC,
whichever event occurs earlier.

26. Thus, it is evident that the cessation of the moratorium under PIRP is automatic and self-operative upon the happening of either of the aforesaid contingencies, leaving no scope for its continuation beyond the statutorily prescribed limits.

27. The submissions of the learned counsel for the Judgment



Debtors, that this Court ought to stay its hands until approval of the repayment plan by the learned Adjudicating Authority/ NCLT, is clearly untenable in view of the express provisions of the statute, which contemplate two distinct junctures at which the moratorium ceases to operate, as delineated hereinabove.

28. Since the Adjudicating Authority has, till date, well beyond the expiry of 180 days from the date of admission of the application under Section 101 of the IBC, neither approved nor otherwise adjudicated upon the repayment plan in terms of Section 114, the present case squarely falls within the first stage contemplated under Section 101 of the IBC, *namely*, the stage that arises upon the expiry of 180 days from the date of admission of the application in the absence of any decision on the repayment plan.

29. However, the submission advanced by learned counsel for the Judgment Debtors proceeds on an entirely different footing. In essence, it is contended that, irrespective of the statutory mandate under the IBC, the present case ought to be examined by invoking the second stage contemplated therein, *namely*, the stage at which the moratorium ceases upon the passing of an order on the repayment plan, even if such order is made beyond the prescribed period of 180 days.

30. The submission advanced by learned counsel for the Judgment Debtors runs contrary to the statutory scheme of the IBC and, therefore, cannot be accepted.

31. This Court is of the considered view that, as per the legislative mandate, the statutory embargo operating during the subsistence of the moratorium under Section 101 of the IBC is temporary in nature and



is intended only to preserve the estate of the debtor during the pendency of the insolvency resolution process. Once the moratorium ceases to operate, the bar against institution or continuation of proceedings stands lifted, thereby restoring to creditors their ordinary remedies in law.

32. In such circumstances, there is presently no legal impediment to the continuation of the current proceedings or the passing of orders of attachment against the personal guarantor.

33. To the mind of this Court, the legislature has duly contemplated a situation such as the one occurring in the present case, and consequently, there is no embargo on this Court to refrain from proceeding with the present Application.

34. In view thereof, as of today, the moratorium has ceased to exist in accordance with the Order dated 07.10.2025 of the learned NCLT, as articulated hereinabove, meaning thereby that this Court can proceed to pass necessary directions in the present Application.

35. Turning to the reliefs, this Court is of the view that, inasmuch as the proceedings are liable to be continued, the properties set out hereinabove, except the property bearing Serial No. 3, shall stand attached.

36. For the purpose of effecting the sale of the properties tabulated herein above, except property at Serial Number 3, **Mr. Kamal Nijhawan, Senior Advocate [Mobile No. 9810077957]** is appointed as the Court Receiver to ensure that the sale is conducted in accordance with law within a period of six (06) months.

37. The learned Receiver shall be entitled to a remuneration of Rs. 10,00,000/- for the purposes assigned hereinabove.



38. Accordingly, the present Application stands disposed of in the above terms.

O.M.P. (ENF.) (COMM.) 116/2019

39. Accordingly, list on 20.07.2026.

HARISH VAIDYANATHAN SHANKAR, J.
APRIL 13, 2026/v/va/sg