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### **INSOLVENCY AND BANKRUPTCY CODE, 2016**

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##### DISPUTE

- Where operational creditor filed application under section 9 on default by corporate debtor in payment of outstanding sum towards goods supplied and corporate debtor failed to prove that there existed any dispute between parties in regard to amount claimed by operational creditor, NCLT wrongly rejected operational creditor's claim on ground of pre-existing dispute and, therefore, application filed under section 9 for initiation of CIRP against corporate debtor was to be admitted - *Mahesh Hardware & Pipes (P.) Ltd. v. Jains & Alliance Palm Ventures (P.) Ltd.* (NCLAT - New Delhi) **365**

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- Any amount raised from an allottee under a real estate project shall be deemed to be an amount having commercial effect of a borrowing, hence where amounts were collected by developer and kept with its subsidiary, corporate debtor, for purpose of maintenance till flat owners association gets established, it was a financial debt and there being due and default in its repayment, CIRP initiated against corporate debtor could not have been interfered with - *Bhaskar Biswas v. Avaani Oxford Owners' Association* (NCLAT - New Delhi) **380**
- Where corporate debtor and respondent entered into an agreement for sale whereunder, corporate debtor agreed to sell land in consideration of respondent paying loan taken by corporate debtor from lender-bank, however, corporate debtor failed to give said land to respondent, amounts paid by respondent on behalf of corporate debtor to lender bank was to be financial debt - *Kolla Koteswara Rao v. Dr. S.K. Srihari Raju* (NCLAT - New Delhi) **388**
- Where corporate debtor had entered into a Lease Agreement with financial creditor and financial creditor had invested a sum under Lease Agreement, in and by which a repayment schedule was mentioned as lease rental for a period of 36 months and at end of lease, asset was to be purchased by corporate debtor at a value which was received by financial creditor as security deposit, disbursal of amounts to corporate debtor came within requirement of time value for money and default in its payment will qualify as financial debt under section 5(8) - *Pradeep Kumar Sekar v. Solar Semiconductor Energy Systems (India) (P.) Ltd.* (NCLAT - Chennai) **411**

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