

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION**

**WRIT PETITION NO.5534 OF 2014**

M/s. Accumen Investment & Finance  
Pvt. Ltd.

...Petitioner

Versus

Maharashtra State Electricity  
Distribution Co. Ltd. & Ors.

...Respondents

.....

Mr. A.A. Kumbhakoni, Senior Advocate i/b. Mr. Pratap Patil  
for the Petitioner.

Mr. Prashant P. Chavan with Mr. Anuj Jaiswal and Ravindra  
Chile i/b. M/s. Little and Co. for the Respondents.

**CORAM : A.S. OKA &  
SMT. ANUJA PRABHUDESSAI, JJ.**

**DATED: 22<sup>nd</sup> MARCH, 2017.**

**P.C.:-**

Heard the learned senior counsel appearing for the  
Petitioner and the learned counsel appearing for the Respondents.  
This Petition is required to be admitted for final hearing. We have  
heard the parties on the prayer for interim relief. In this Petition we  
are concerned with the issue where in the light of the order passed by  
the Company Court, the Petitioner is liable to comply with clause 10.5  
of the Maharashtra Electricity Regulatory Commission (Electricity  
Supply Code and Other Conditions of Supply) Regulations, 2005.  
Going by the interpretation put by this Court to clause 10.5 under the

judgment and order dated 16th September, 2011 in Writ Petition No.9906 of 2010, as a condition for grant of electricity supply, the Petitioner will have to pay unpaid charges for a period of six months in respect of the electricity supply to the premises in question.

2. Our attention is invited to the order of the learned Company Judge dated 18<sup>th</sup> June, 2004. Under the said order, the bid offered by the Petitioner was accepted. Reliance is placed on clause 4 of the said order which reads thus:-

“4. There was a doubt expressed by the Bidders as regards the liability, if any, on the property as set out in the terms and conditions. It is made clear that liability, if any, is only restricted to land revenue payable on the property to the State and no other liability of the Respondent Company on the land will have to be borne by the auction purchaser.”

3. The submission is that the property is taken over by the Petitioner with the liability restricted to payment of land revenue and no other liability of the Company on the land will have to be borne by the Petitioner. Though this issue is required to be gone into, prima facie it appears to us that this order will not save liability the of the Petitioner towards the supply of electricity as the supply is governed by

the statutory regulations.

4. We have perused the affidavit in reply filed by Shri Mahendra V. Diwakar on behalf of the Respondents. As per the said affidavit, arrears of electricity charges including interest comes to Rs.4,85,85,225/-. The Petitioner will have to deposit the said amount as a condition precedent for grant of electricity supply. The deposit will be subject to final outcome of the Petition.

5. Accordingly, we pass following order:

Rule. Advocate for the Respondents waives service. There will be interim relief in terms of prayer clause (c) subject to deposit of the aforesaid amount of Rs.4,85,85,225/- with the Respondents. Electricity supply shall be granted immediately on deposit of the said amount. The deposit of the amount will be without prejudice to the rights and contentions of the Petitioner and subject to final outcome of the Petition. Benefit of the interim relief will be available to the Petitioner subject to the Petitioner depositing the amount within a period of four months from today. Needless to add that the electricity supply will be released on usual terms and conditions.

**(ANUJA PRABHUDESSAI, J.)**

**(A.S. OKA, J.)**