

IN THE HIGH COURT OF JHARKHAND AT RANCHI
W.P.(C) No.3870 of 2023

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ASL Enterprises Ltd. a Company registered under the provisions of
Indian Companies Act having its Registered Office at Punwani Chamber
First Floor, 7B, Kiran Shankar Ray Road, Kolkata through its director
Ankit Goyal Petitioner

Versus

Damodar Valley Corporation having its office at DVC Tower, VIP Road,
Kolkata, P.O. and P.S. VIP Road, District-North 24 Parganas (West Bengal)
Kolkata-700054, through its Managing Director & Ors. Respondents

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CORAM: HON'BLE MR. JUSTICE RAJESH KUMAR

For the Petitioner	: Mr. Umesh Prasad Singh, Sr. Adv. Mr. Shankar Lal Agarwal, Adv. Mr. Harsh Chandra, Adv. Mr. Kumar Saurav, Adv. Mr. Kumar Pawan, Adv.
For the Respondent-DVC	: Mr. Rohitashya Roy, Adv. : Mr. Vibhor Mayank, Adv.

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08/10.10.2023

1. The present writ petition has been filed by the petitioner for direction upon the respondents to give electric connection to the petitioner-company.

2. From the argument and pleading of the parties, it appears that the petitioner-company has purchased the property, in question, as the property has been auctioned by the liquidator who has been appointed by the National Company Law Tribunal, Kolkata Bench vide its order dated 27.09.2022.

3. The issue has been raised by the learned senior counsel for the petitioner that once a proceeding of liquidation is going on then any dues on the property have to be routed through the proceeding pending before the Liquidator under the Insolvency and Bankruptcy Code, 2016.

4. On the other hand, learned counsel for the respondents has raised the issue that the property, in question, has been auctioned by notice and the auction notice contains the stipulation. Relevant portion is quoted hereinbelow:-

“AS IS WHERE IS BASIS” and “AS IS WHAT IS BASIS” and
“WHATEVER THERE IS BASIS” and “NO RECOURSE
BASIS”.

“The intending bidder is advised to make their own independent inquiries regarding the encumbrances on the property including statutory liabilities, arrears of property tax, electricity dues etc.”

5. Learned senior counsel for the petitioner has relied upon the judgment of Hon'ble Supreme Court vide judgment dated 17.07.2023 passed in the case of **Paschimanchal Vidyut Vitran Nigam Ltd. Vrs. Raman Ispat Private Limited & Ors.** in **Civil Appeal No.7976 of 2019**. It has also been submitted that the

stipulations relied by the respondents-DVC are only for exonerating the Liquidator and not for creation of any charge rather transfer of charge upon the property in question. Further the claim of the respondents is pending before the Liquidator.

6. From the pleading of the parties, it appears that the respondents-licensee has communicated to the erstwhile owner of the company regarding the outstanding dues.

Letter dated 01.10.2019 is quoted hereinbelow:-

No Comi/19-20 AIPL /Dues/3716

Date 01 10 2019

To

The Director

Adi Ispat Pvt Limited.

Manyhaladih, P.O-Gadi Srirampur

Giridih-815301, Jharkhand

Sub Outstanding Dues of Mis Adi Ispat Pvt. Ltd (Consumer no 340246)

Ref: 1) DVC Letter no. Com/18-19/ AIPL /Dues/4462 dtd. 22.11.2018

Dear Sir (5).

It is found from our record that M/s Adi Ispat Pvt Limited has an outstanding dues (Principal) amounting to Rs. 96,90,448/- towards monthly energy dues since May, 2010. Delay Payment Surcharge shall be applicable as per the JSERC Regulations.

You are requested to clear the above dues immediately.

It further appears that respondent-licensee has made a claim of Rs. Six Crore and odd before the Liquidator which required adjudication by the Liquidator in the pending proceeding. Taking clue from the pleading, prima facie, appears that the principal amount is around ₹96,00,000/- (Ninety Six Lacs) and odd.

7. The petitioner-company is directed to deposit Rupees One Crore towards the dues within a month. The deposit of the aforesaid amount shall be subject to the outcome of the present writ petition.

8. Respondents-company is directed to processed the request of the petitioner-company for supply of electricity connection in the meantime. It is clarified that respondents are free to take statutory charges as per the applicable tariff.

9. It is clarified that if the petitioner will succeed then the deposited money has to be returned to the petitioner with interest as per the Supply Code.

It is further clarified that the above facts have been noted only for the purpose of interim order and the claim of the parties has not been decided.

10. Put up this case on 11.12.2023.

(Rajesh Kumar, J.)