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**IN THE NATIONAL COMPANY LAW TRIBUNAL,  
DIVISION BENCH – I, CHENNAI**

**MA/638/2019 IN CP/472/IB/2017**

*(filed under Section 14 of the Insolvency & Bankruptcy Code, 2016)*

*In the matter of **M/s. BKR Hotels & Resorts Private Limited**  
(CIN: U55101TN2006PTC061627)*

*Old No. 6, New No. 9, Venkatesan Street,  
T. Nagar, Chennai-600 017*

**R. Venkatakrisnan**

Resolution Professional,  
Rangas, ¼, Fourth Main Road,  
R.A.Puram, Chennai-600 028.

*... Applicant / Resolution Professional*

-VS-

**The Chief Engineer,  
Nilgris EDC, TANGEDCO,  
Aavin Building,  
Udagamandalam – 643 001.**

*... Respondent 1*

**Winsar Infosoft Pvt. Ltd,  
City Tower, First Floor,  
No.7, 3<sup>rd</sup> Cross Street,  
Kasturiba Nagar, Adyar,  
Chennai - 600 020.**

*... Respondent 2*

**Bharti Airtel Limited  
2<sup>nd</sup> Trust Main Road,  
Mandavelipakkam,  
Chennai – 600 028.**

*... Respondent 3*

**Bharat Sanchar Nigam Limited,  
16, Greams Road, Thousand Lights,  
Chennai 600 006.**

*...Respondent 4*

**The Branch Manager,  
Bank of Baroda, (Formerly Dena Bank)  
T. Nagar Branch,  
Chennai – 600 017.**

*...Respondent 5*



Order Pronounced on **26<sup>th</sup> April 2023**

CORAM:

**JUSTICE RAMALINGAM SUDHAKAR, Hon'ble PRESIDENT  
SAMEER KAKAR, MEMBER (TECHNICAL)**

For Applicant: Jayanth Viswanathan, PCS

For Respondents: Arvind Srivatsa, Advocate for R1

P.J. Sriganesh, Advocate for R3

G.prabhakar & J.Suganthi, Advocate  
for R4

M.Rajesh for R5

**ORDER**

**Per: SAMEER KAKAR, MEMBER (TECHNICAL)**

This application has been filed by the Resolution Professional under Section 14 of IBC seeking the relief as follows:

- a. *Continue to provide essential services without any disruption/ discontinuance. The Corporate Debtor will pay for current services.*
- b. *Issue directions to the respondents referred in paragraph 11 to reimburse the amount recovered during the moratorium period to the account of the corporate debtor and direct the Respondent to prefer claim in Form-B in respect of outstanding dues as on ICD.*
- c. *In the alternative, to allow the Corporate Debtor to adjust the amount already paid pertaining to the dues prior to ICD against the future bills, where possible and applicable.*



*d. Such other or further order or orders in the circumstances of the case and in the interest of justice.*

2. The CIRP in respect of the Corporate Debtor was initiated by this Tribunal on 14.08.2018 and the Applicant herein was appointed as the IRP on 04.09.2018. The Respondent No.1 namely TANGEDCO has sent a bill dated 20.08.2018 demanding the sum of Rs. 1,15,967/- in respect of one of the property of the Corporate Debtor located at Ooty.

3. The said bill was for the period prior to the Insolvency commenced date. It was submitted that the Applicant in reply stated that the Corporate Debtor is undergoing CIRP and the moratorium under Section 14 is in force and as such 1<sup>st</sup> Respondent is require to file the claim as an Operational Creditor before the Resolution Professional. However, it was submitted that the concerned officer of the 1<sup>st</sup> Respondent has refused to accept the said letter and informed that if the dues were not paid the supply of electricity will be terminated hence it was submitted that in order to continue the business of the Corporate Debtor as going concern and to avoid inconvenience of the guest staying in the hotel situated at Ooty the IRP has paid the sum of Rs. 1,15,967/- from the funds of the Corporate Debtor. After paying the said amount the applicant has moved the present application before this Tribunal on 20.09.2018 seeking relief as extracted supra.



4. The 1<sup>st</sup> Respondent has filed its Counter and it was submitted that it is stated in counter para-6, 7 & 8 as follows:

6. I respectfully further submit that I deny the averment made by the applicant in Para No.6 of the affidavit that the TANGEDCO Official has refused to accept the letter submitted by the employee of the corporate debtor in person and also I hereby deny that the said employee was informed that if the due was not paid, the supply of electricity will be terminated. In fact, one of the employee of corporate debtor has approached the officials of TANGEDCO and informed orally about the moratorium process. The TANGEDCO official, who does not have any knowledge about the IBC and moratorium has informed the said employee to pay the current consumption charges immediately, accepting over the demand the employee of the corporate debtor concerned to pay the current consumption charges of Rs. 1,15,967/- on 11.09.2018, only there after we have received a letter from the Interim Resolution Professional was forced to pay the current consumption charges.

7. I respectfully further submit that the corporate debtor continued to pay the current consumption charges regularly till date. Only after receipt of the notice from this Hon'ble Tribunal along with the copy of the miscellaneous application and taken the advice of the Legal Cell situated at Chennai of Headquarters, the matter was handed over to our Standing Council of Madras High Court to proceed with the same.

8. I respectfully submit that now the TANGEDCO has understood the IBC and undertake to act in future as per the provisions, provided under the said code. Having the Current consumption charges prior to the moratorium has already been paid by the corporate debtor and same also has been



taken into account and continued service also is being given to the corporate debtor, the prayer made in the application to reimburse the amount recovered during the moratorium period to the account of the corporate debtor will not arrive and since there is no outstanding due the question of filling of claim form in Form-B also will not arise. The TANGEDCO is ready to provide essential services without any disturbance / discontinuance as long as the corporate debtor continues to pay the current consumption charges without any default.

5. Heard the submissions of the Ld. Counsel for both the parties and also keeping in view of the fact that the dues of the TANGEDCO incurred during CIRP / Liquidation period is being paid by the RP / Liquidator and also the electricity connection has been provided by the TANGEDCO till date without any disturbance, the prayer as sought for in the present application does not survive and accordingly, the present application stands **closed**.



— Sd —

**SAMEER KAKAR**  
MEMBER (TECHNICAL)

*Raymond*



— Sd —

**Justice RAMALINGAM SUDHAKAR**  
PRESIDENT