



**IN THE NATIONAL COMPANY LAW TRIBUNAL  
ALLAHABAD BENCH, PRAYAGRAJ**

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***IA No.99/2023 IN CP (IB) No.55/ALD/2017***

**IN THE MATTER OF:**

(An Application under section 60 (5) and Section 53 (1) of the Insolvency And Bankruptcy Code, 2016 readwith Rule 11 of NCLT Rules, 2016)

**IN THE MATTER OF:**

**M/s LML Limited**, a Company registered under the provisions of Companies Act, 1956 having its Registered Office at C-3, Panki Industrial Estate, Kanpur-208022 (under Liquidation)

... Corporate Debtor

**IN THE MATTER OF:**

**M/s Positron Biogenics Private Limited**

CIN: U24290HR2020PTC086287 having Registered Office at House No.1, Block 18, 2<sup>nd</sup> Floor, Spring Field Colony, Sector-30/31 Faridabad HR 121003 IN

Through Its Director Dr Preety Shukla DIN 0008741190

... Applicant

Versus

**Kanpur Electricity Supply Company Limited**

Regd. Off: KESA House, 14/71 Civil Lines, Kanpur UP

&

**Mr. Arun Gupta, Liquidator, M/s. L.M.L. Limited**

IBBI Registration No.IBBI/IPA-002/IP-N00051/2016-2017/10095,

Office at: A-57 Sector 30, Noida 201301 UP India

... Respondent

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Order pronounced on 31.05.2023

**CORAM:**

Sh. Praveen Gupta : Member (Judicial)  
Sh. Ashish Verma : Member (Technical)

**Appearances (via Video Conference)**

Ms. Babita Jain, Adv. : For the Applicant in IA No.99/2023  
Sh. Vibhu Rai, Adv. : For the Respondent in IA No.99/2022.  
Sh. Shubham Agarwal, Adv.  
: For Respondent No.2 in IA No.99/2023

**ORDER**

1. The present Application has been filed on 02.03.2023 by Successful Auction Purchaser under Section 32 A, Section 53 (1) and Section 60 (5) of the Insolvency and Bankruptcy Code, 2016 r/w Rule 11 of NCLT Rules, 2016 inter alia, praying to pass an order directing Respondent No.1 i.e. Kanpur Electricity Supply Limited to grant electricity connection in the premise at Property No. Parcel A B and C Site-III Panki Industrial Area Kanpur, U.P. purchased during Liquidation Process of Corporate Debtor, M/s L.M.L. Ltd., as per the liquidation order dated 23.03.2018 of this Tribunal. M/s Positron Biogenics Pvt. Ltd. is Successful Auction Purchaser who is Applicant and Dr. Preety Shukla is its Director in whose name application for electricity connection has been made for above mentioned property in the liquidation process.
2. The brief facts leading to filing of the instant application are as under:-

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ALLAHABAD BENCH, PRAYAGRAJ

IN

IA No.99/2023 IN CP (IB) No.55/ALD/2017

-Sd-

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- I. This tribunal passed an order on 23.03.2018 for Liquidation of M/s L.M.L. Ltd., a Corporate Debtor, against which the Corporate Insolvency Resolution Process (CIRP) was earlier initiated under Section 10 of the Insolvency and Bankruptcy Code, 2016 (I&B code, 2016) by this tribunal, which could not succeed hence, the said liquidation order was passed.
- II. Pursuant to Liquidation order dated 23.03.2018, Mr. Arun Gupta was appointed Liquidator for the said Corporate Debtor to carry out the functions as enumerated under Section 35 of I&B Code, 2016.
- III. After Collecting claims of all the creditors of the said Corporate Debtor in terms of the public announcement made by the liquidator, he published e-auction sale notice dated 07.09.2022 for sale of assets of the Corporate Debtor on “as is where is, as is what is, whatever there is and without recourse basis”.
- IV. The e-auction was conducted on 04.10.2022, and on the date of the closure of the e-auction window, the Applicant has been declared as Successful Auction Purchaser Property No. as being parcel A B and C Site-III Panki Industrial Area Kanpur, U.P. for an amount of Rs.26.73 cr. In this regard, the Liquidator issued sale certificate dated 28.12.2022 to the Applicant and handed over the possession of the said property to the Applicant on 30.12.2022 and a possession letter dated 30.12.2022 has



also been issued to him by the Liquidator of the Corporate Debtor.

3. In the instant Application, the Applicant after narrating the above facts further averred that he being the bonafide purchaser of the said premise/assets of the erstwhile Corporate Debtor, applied for new electricity connection for the said premise, through its authorized signatory but Respondent No.1 vide its letter dated 22.02.2023 raised demand of Rs.13,12,01,634/- that pertained to the period when erstwhile Corporate Debtor was running business before CIRP was initiated, and it was informed that newconnection of electricity will be provided only upon clearance of the above dues.
4. As the Applicant is not in position to start business in the said premises in absence of electricity connection due to refusal of Respondent No.1 to provide electricity connection and Respondent no.1 insisting on payment of Rs. 13,12,01,634/- before providing electricity connection despite the fact that the above dues pertained to pre-CIRP period, the Applicant filed the instant Application. The Applicant also avers that he personally met Respondent no.1 to acquaint him with the relevant provisions of the Code, yet the respondent no.1 refused to provide electricity until the previous dues were paid.
5. In the said Application, it has been contended that despite the waterfall mechanism provided under Section 53 (1) of the I&B Code and protection granted to assets taken in Liquidation process in terms of Section 32 A of the I&B Code and overriding



effect of the provisions of the I&B Code,2016 in view of Section 238 of the Code, the Respondent no.1 instead of providing electricity connection, demanded payment of dues worth Rs.13,12,01,634/, which is not maintainable in terms of the provisions of the Code. As per the Applicant being bona fide purchaser of the premise during auction of a Liquidation Process as per I&B Code ,2016, he cannot be asked to pay the alleged dues and prayed to direct the Respondent No.1 to grant electricity connection exercising jurisdiction in terms of section 60 (5) of the code. In support of his above prayer, reliance is placed upon judgement passed by Hon'ble National Company Law Appellate Tribunal, New Delhi Bench (NCLAT) in matter of ***Paschimanchal Vidyut Vitran Nigam Ltd. Vs. Raman Ispat Pvt Ltd. & Ors, Company Appeal (AT) (Ins) No 639 of 2018,*** wherein it has been held that provisions of the I&B Code, 2016 being a subsequent enactment shall override the provisions of the Electricity Act, 2003.

6. At the outset, Ld. Counsel for Respondent no.1, i.e. Kanpur Electricity Supply Company (KESCO) has stated that it doesn't generate electricity but it purchases electricity from power generating companies/UPPCL of India for which it pays a huge amount to such companies. It is also averred that the directors of LML Limited accepted the due amounting to Rs. 13.08 crore in July, 2007 vide letter issued by the Corporate Debtor to KESCO. The respondent further states that electricity is leviable under the Electricity Act,2003 and the respondent had submitted his claim



worth Rs.9,93,10,362/- before Liquidator in Schedule II, Form G on 11.05.2018.

7. Subsequent to this, the liquidator issued a stakeholder list wherein the respondent in question is identified as an operational creditor. Regarding the claim submitted by the respondent, which amounts to Rs. 9,93,10,362/-, the liquidator has only acknowledged Rs. 2,74,89,995/- In a letter dated 19.09.2018, the answering respondent had requested the liquidator to grant it the opportunity to present its case and be heard during the finalization process of the claim raised by them. The liquidator neither responded to this letter nor did he finally adjudicate the claim of the Respondent and went ahead with the sale of property of Corporate Debtor.
8. The Respondent has then reproduced Para 3 of the Sale notice dated 07.09.2022 which clearly states, “...*The assets are being sold with all the existing and future encumbrances/claims/dues/demands whether known or unknown to the Liquidator. Liquidator shall not be responsible in any of way for any third-party claims/ rights/ dues.*” The respondent further reproduced Paras 6,7 and 13 of the sale notice which in essence state that the applicant has agreed to the terms of the auction purchase, which include accepting the property in its current condition ("As is where is basis", "As is what is basis", "Whatever there is basis") and without any recourse. Additionally, the applicant has also acknowledged the outstanding dues associated with the property being purchased



through the auction. As a result, the applicant is responsible for repaying the pending dues that are owed on said property. Thus, the Applicant ought to have known that there are pending electricity bills over the premise in question. Therefore, due diligence was required to be exercised by the Applicant while participating in auction process. The Applicant has never denied the existence of electricity dues. Therefore, in view of Respondent, only because the Applicant has purchased the property in question through an auction initiated by the process of Corporate Insolvency, the provisions of electricity Code, 2005 will not cease to exist.

9. The Ld. Counsel has also stated that the applicant is liable to pay the dues under Chapter 4 of Electricity Supply Code 2005 which deals with “*Procedure of Grant of Supply*”. The respondent further contends that if the due is not paid by the Applicant it will be a huge loss to the public since the respondent no.1 operates as an electricity distributor and charges fees as per the government regulations set periodically. However, the collected amount from the public and companies is not retained by the answering respondent. Instead, it is deposited into an account managed by the state exchequer. The state exchequer then utilizes these funds to provide essential services and facilities to the general public.
10. The Ld. Counsel for respondent has also drawn support for his contentions by citing the cases of M/s. Visisth Services



Limited Vs. S.V. Ramani [Company Appeal (AT) (Insolvency) No. 896 of 2020] and Nabinagar Power Generating Company Ltd. vs. Ram Ratan Modi, Liquidator of DC Industrial Plant Services Pvt. Ltd.and Ors. (27.03.2023 - NCLAT) Company Appeal (AT) (Insolvency) No. 478 of 2021. The Respondent No.1 also denies the averment of the applicant regarding it personally meeting the respondent and states that neither any representative from the applicant company has ever visited the office of the answering respondent nor met with any of its representative.

11.The respondent no.2 is the liquidator who states that subsequent to the Liquidation, he issued a public announcement dated 16.04.2018 for submission of claims of stakeholders. Upon verification of claims, it has been confirmed that the liquidator for the company (Respondent No.2) has acknowledged an amount of Rs. 2,74,89,995. This information has been duly communicated to Respondent No.1 on multiple occasions. The revised version of the stakeholder list (version 5), which was modified in accordance with the instructions given in the Hon'ble NCLT Order dated 17.02.2023 is accessible on the website of the Corporate debtor. The claim of Respondent No. 1 can be found in "Anx -D List of operational creditor version 5" under claim number 0-308. It is noted that the Respondent No. 1 is classified as an operational creditor (excluding workmen



and employees). According to section 53(1)(f) of the Code, the payment to this category of operational creditors will commence only after making payments as per the sequence outlined in sections 53(1)(a) to 53(1)(e) of the Code. These sections determine the priority order for making payments to other stakeholders before the payment to operational creditors can begin.

12. In accordance with the provisions of the Code, the liquidator issued an auction notice on 07.09.2022, along with a corrigendum on 23.09.2022, for the sale of assets belonging to the corporate debtor. An E-Auction was conducted on 04.10.2022 and M/s Positron Biogenics Private Limited (the petitioner) emerged as the successful bidder for Property No. Parcel A, B & C, located in Panki Industrial Area, Kanpur, UP. It is important to note that the sale of the corporate debtor's property was strictly conducted on the basis of "As is where is basis," "As is what is basis," "Whatever there is basis," and "No recourse" basis, as specified in the e-auction process document and the certificate of sale. The petitioner had full knowledge of the asset and conducted its due diligence, including assessing the physical condition and outstanding dues related to the asset, before making the purchase.

13. It is stated on behalf of Liquidator that all the allegations in the applicant's application are directed towards Respondent No. 1. The matter solely concerns the applicant and Respondent No. 1, and Respondent No. 2 has no involvement in the outstanding



dues related to the immovable assets of the corporate debtor. Respondent No. 2 has already admitted the claim of Respondent No. 1 for the amount of Rs. 2,74,89,995 and will make the payment as per Section 53 of the Code from the proceeds of the sale of liquidation assets. There is no prayer or relief sought against Respondent No. 2, and he has been included as a proforma party. Therefore, the humble request is made to the Hon'ble tribunal to remove the name of Respondent No. 2 from the array of respondents. However, if the Hon'ble tribunal directs the filing of a point-by-point response to the application, the respondent will comply with such directions. In light of the aforementioned submissions, it is respectfully submitted that the application does not pertain to Respondent No. 2, and no relief is sought against him. Hence, the respondent respectfully requests that this Hon'ble Tribunal kindly remove the name of Respondent No. 2 from the list of respondents.

14. We have heard the learned Counsel for the parties and perused the record. The undisputed facts in this case are that the Applicant has acquired the premise for which application to provide electricity connection has been submitted to the Respondent No.1, in an auction sale process carried out as per the provisions of the I&B Code, 2016, outstanding dues of electricity Supply of Rs.13,12,01,634/, is for pre-CIRP period for which Applicant being Auction Purchaser is not legally bound to make payment as per the provisions of I&B code,2016 . Now, the question to be decided is that **whether the Applicant would**



**be liable to pay the outstanding dues of electricity supply pertaining to pre-CIRP period before getting the electricity connection for the premise acquired in auction process carried out under I & B Code, 2016.**

15. With regard to above question, the Ld. Counsel of the Respondent No.1 has relied on the provisions of Clause 4.3 (f) of Electricity Supply Code, 2005 to emphasise his point of argument that a new connection of electricity on the premises on which outstanding dues are pending, cannot be provided unless and until such outstanding dues are paid as per these provisions. Therefore, he contended forcefully that the new connection in this case, cannot be provided till the full payment of outstanding dues of Rs.13,12,01,634/, on the said premises is made. He also contended that only because the Applicant has purchased the property in question through an auction initiated by the process of Corporate Insolvency, the provisions of Electricity Supply Code 2005 will not cease to operate against it. He has also cited the case of **M/s. Visisth Services Limited Vs. S.V. Ramani [Company Appeal (AT) (Insolvency) No. 896 of 2020]** and stated that the Auction purchaser had accepted the terms of the agreement and now he cannot deny the same as non-applicable. However, as regards the order of Hon'ble NCLAT in the matter of **Paschimanchal Vidyut Vitran Nigam Ltd. Vs. Raman Ispat Ltd. (Supra)** relied upon by the Applicant, the provisions of the I & B Code, 2016 being subsequent enactment shall override the provisions of the



Electricity Act, 2003.

16. As regards the issue whether provisions of I&B Code, 2016 as per Section 238 of this Code shall override provisions of Electricity Supply Code, 2005 and the Electricity Act, 2005, we have perused the order dated 15.05.2019 of Hon'ble NCLAT in case of **PVVNL Vs. Raman Ispat Ltd. (Supra)** and relevant part of the order is reproduced as under:

*“9. Learned counsel appearing on behalf of the Appellant submitted that Sections 173 and 174 of the ‘Electricity Act, 2003 has overriding effect on all other laws except ‘Consumer Protection Act, 1986’, ‘Atomic Energy Act, 1962’ and the ‘Railway Act, 1989’.*

*10. According to learned counsel for the Appellant, Section 238 of the ‘I&B Code’ cannot override the provisions of Sections 173 and 174 of the ‘Electricity Act, 2003’.*

*11. It was submitted that under the provisions of the ‘Electricity Act, 2003’ and the ‘U.P. Supply Code, 2005, framed under the said Act, 2003 have provisions under Section 42, 45 & 56 of the ‘Electricity Act, 2003’ and Clauses 4.3 and 6.15 of the ‘U.P. Supply Code, 2005’ prescribe for 5 Company Appeal (AT) (Insolvency) No. 639 of 2018 recovery of electricity charges. Thus, the ‘Electricity Act, 2003’ being a Special Act having non-obstante clause will have an*



overriding effect on the 'I&B Code' which is a general Act.

12. Reliance has been placed on the decision of the Hon'ble Supreme Court in "**Gujarat Urja Vikas Nigam Ltd. vs. Essar Power Ltd.— (2008) 4 SCC 755**" and the decision of the Hon'ble Supreme Court in "*Employees Provident Fund Commissioner vs. Official Liquidator of Esskay Pharmaceuticals Ltd.— (2011) 10 SCC 727*" to suggest that the Employees Provident Fund and the 'Miscellaneous Provisions Act, 1952' will override on the provisions of the 'Companies Act, 1956'.

13. Sections 173 and 174 of the 'Electricity Act, 2003' read as follows:

**"173. Inconsistency in laws—** Nothing contained in this Act or any rule or regulation made thereunder or any instrument having effect by virtue of this Act, rule or regulation shall have effect in so far as it is inconsistent with any other provisions of the Consumer Protection Act, 1986 or the Atomic Energy Act, 1962 or the Railways Act, 1989."

**"174. Act to have overriding effect—** Save as otherwise provided in section 173, the provisions of this Act shall have effect notwithstanding anything inconsistent therewith contained in any other law for



6 Company Appeal (AT) (Insolvency) No. 639 of 2018 the time being in force or in any instrument having effect by virtue of any law other than this Act.”

14. The ‘Electricity Act, 2003’ was enacted and came into force w.e.f. 26<sup>th</sup> May, 2003 when the ‘I&B Code’ was not in existence. The decision of the Hon’ble Supreme Court in “**Gujarat Urja Vikas Nigam Ltd. vs. Essar Power Ltd.**” (Supra) was also a decision prior to the ‘I&B Code’ and related to the ‘Electricity Act, 2003’ wherein the Hon’ble Supreme Court held that the ‘Electricity Act, 2003’ will have overriding effect on the ‘Arbitration and Conciliation Act, 1996’.

15. Learned counsel for the Appellant has also relied on the Hon’ble Supreme Court’s decision in “Board of Trustees, Port of Mumbai vs. Indian Oil Corporation & Anr.— (1998) 4SCC 302” wherein it has held that the provisions of ‘Major Board Trust Act, 1963’ will have overriding effect over the Companies Act, 1956.

16. However, the aforesaid decision is not also applicable since ‘I&B Code’ being a complete Code and has come into force w.e.f 1st December, 2016.

17. Section 238 of the ‘I&B Code’ is having overriding effect on any other law for the time being in force and reads as follows:



**“238. Provisions of this Code to override other laws.—**The provisions of this Code shall have effect, notwithstanding anything inconsistent therewith contained in any other law for the time being in force or any instrument having effect by virtue of any such law.

18. In view of Section 238 of the ‘I&B Code’, the ‘I&B Code’ will have overriding effect on all laws which are for the time being in force, including the ‘Electricity Act, 2003’ and Rules and Regulations framed thereunder.

19. The ‘I&B Code’ being a subsequent Act of parliament, the ‘Electricity Act, 2003’ cannot override any provisions of the ‘I&B Code’.

20. If a conflict arises between one parliamentary law and other parliamentary law, the subsequent parliamentary law has overriding effect on the earlier parliamentary law. It is settled that earlier parliamentary law inconsistent must give away to subsequent parliamentary law.

21. We have noticed Section 238 of the ‘I&B Code’ which is a subsequent parliamentary law, which talks of overriding effect on all existing laws, therefore, we hold that the ‘I&B Code’ will have overriding effect on the ‘Electricity Act, 2003, if any of the provisions of



*the ‘Electricity Act, 2003’ is inconsistent with the provisions of the ‘I&B Code’.*

17. From the above decision of Hon’ble NCLAT, it is now clear that provisions of I & B Code shall have overriding effect on **Electricity Act 2003**, if any of the provisions of the **Electricity Act, 2003** is inconsistent with the provisions of the I & B Code, 2016.

18. After having decided about overriding effect of provisions of the I & B Code, 2016 over the Electricity Act, 2003, we have examined the provisions of Clause 4.3 (f) of Electricity Supply Code 2005 which provides for recovery of outstanding dues of electricity supply pertaining to a particular premise and duty of the seller and purchaser of the said premises in this regard. The relevant provisions are reproduced as under:

*“4.3 New Connections —General*

*f) Where the applicant has purchased existing property it shall be the duty of applicant to verify that old owner has paid all dues to the licensee and has obtained no-dues certificate, from licensees. In case the no-dues certificate is not obtained by the old owner, new owner before purchase of property may approach the licensee for no-dues certificate, by giving the reference of the connection in said premises. The licensee shall either intimate the pending dues, if any, on the premises or issue no dues certificate within two month. from the date of application. The application shall be processed by licensee on clearing of*



dues only by the new owner.”

19. The above provisions of Electricity Code, 2005, is clearly inconsistent with the provisions of Section 53 of the I & B Code, 2016 which provides for payment of all debts including financial and operational debt, secured as well as unsecured debts. The Respondent No.1 in the present case at the most, can be considered secured Operational Creditor as the electricity dues as per the Electricity Act, 2003 is being charged against the property to which electricity connection is provided and hence, the electricity supplying department is entitled to receive pre-CIRP dues as per the provisions of Section 53 only and cannot enforce the same as per the provisions of Clause 4.3 (f) of Electricity Supply Code against the Successful Auction Purchaser who bought the said premise against which electricity dues of pre-CIRP period is outstanding, during liquidation process, earlier belonged to a Corporate Debtor before starting of CIRP. Therefore, plea of the Respondent No.1 cannot be accepted that he should realise the said amount from the Successful Auction Purchaser before providing him electricity connection because claim of the Respondent No.1 to realise the pre CIRP dues from Successful Auction Purchaser is clearly in conflict with the statutory scheme as laid down in the I & B Code, 2016.

20. Similar issue was dealt in order of Hon'ble NCLAT in the matter of **Eastern Power Distribution Company of Andhra Pradesh Ltd. Vs. Maithan Alloys Ltd. (Supra)** cited by the counsel of



the Applicant. In this order, Hon'ble NCLAT upheld the decision of NCLT Kolkata bench directing to provide the electricity connection to Successful Auction Purchaser without paying the pre-CIRP electricity dues. Relevant paragraph from the above referred judgment is reproduced below:

*“7. The question to be answered in the present Appeal is Whether the Respondent No.1, the Successful Auction Purchaser in the liquidation proceeding of the Corporate Debtor, is liable to pay electricity dues due on the Corporate Debtor both pre-CIRP and during the CIRP?”*

.....

*13. When in the IBC proceedings, the Appellant has lodged his claim before the Liquidator pertaining to pre-CIRP dues, the same has to be dealt with as per the provisions of the Code. Pre-CIPR dues of the Appellant have been treated as operational debt and the same required to be paid as per Section 53 of the Code. The payment under Section 53 of all debts including operational debt has to be made in accordance with Section 53. Thus, the Appellant is entitled to receive pre- CIRP dues as per provisions of section 53. Hence, the Appellant cannot be heard in contending that he should realize the said amount from the Successful Auction Purchaser. The claim of the Appellant to realize the pre-CIRP dues from*

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*Successful Auction Purchaser is clearly in conflict of the statutory scheme as laid down in the Code.*

*14. Now, we come to the electricity dues during the CIRP. The said dues are also to be taken care of and paid in accordance with Section 53(1). The electricity consumed by the Corporate Debtor during CIRP period is an insolvency process cost which is also to be paid in accordance with Section 53 Sub-section (1) of the Code. The above is the statutory scheme for payment of all claims including operational debts i.e. claim of the electricity dues pre-CIRP and post-CIRP. When the claim of the creditors of a Corporate Debtor which is gone into liquidation are specifically dealt in the Code, the Appellant cannot be heard to say that it shall realize its pre-CIRP dues and post-CIRP dues from the Successful Auction Purchaser. Accepting the said argument of the Appellant will be clear in derogation of the scheme for payment of creditors of the Corporate Debtor as delineated in the Code.*

21. Similar issue of providing electricity connection to Successful Resolution Applicant has been recently dealt by the Hon'ble High Court of Calcutta in order dated 12.07.2022 in case of **West Bengal State Electricity Vs. Sri vasavi Industries Limited (MAT 646 of 2022)** in which also, it has been held that the right of the electricity supplying company to recover the amount which was due prior to the resolution plan, had extinguished on



the approval of the resolution plan and the electricity supplying company is now required to provide the electricity connection to the Respondent being Successful Resolution Applicant in terms of Electricity Act, 2003. The said Judgement of High Court reproduced as under:-

*“21. Thus, in case of conflict with the State legislation, the provision of IBC will prevail. Hence, it is clear that the provisions of the IBC will prevail over the State Electricity Regulation.*

.....

*23. So far as the argument advanced by the learned counsel for the appellant placing reliance upon the judgment of the Hon'ble Supreme Court in the matter of Indian Young Lawyers Association (supra), Vithaldas Jagannath Khatri (supra) and Commissioner of Income Tax (Central), Calcutta (supra) about enlargement of one **fiction by another, this Court finds that on extinguishment of the right to recover, if a duty is cast under the Electricity Act, 2003 to supply the electricity, then the appellant cannot escape from performing the said duty.***

.....

***25. Having regard to the above analysis, we find that the right of the appellant to recover the amount which was due prior to the resolution plan had extinguished on the approval of the resolution plan.***



*The appellant is now required to provide the electricity connection to the respondent in terms of the [Electricity Act, 2003](#), hence, learned Single Judge has not committed any error in allowing the writ petition and issuing requisite direction in this regard. We find no error in the order of the learned Single Judge, hence, no case for interference is made out. The appeal is accordingly, dismissed.”*

22. Relying on the judicial pronouncements as discussed in above para, we hold that right of Kanpur Electricity Supply Limited to recover outstanding dues of pre-CIRP period is now extinguished due to CIRP process getting completed and liquidation of Corporate Debtor is also done and hence, no pre-CIRP electricity dues can be collected from Applicant being Successful Auction Purchaser. If duty is cast under Electricity Act, 2003 to supply electricity then Respondent No.1 being the electricity supplying company is duty bound to provide electricity connection to the Applicant.

23. As decided above we direct Respondent No.1 as under;-

- I. To complete the documentation with Applicants on the basis of Application submitted by the Applicant in the office of Respondent No.1 and energise the electricity connection in terms of Electricity Act, 2003 without insisting on the payment of pre-CIRP dues.**
- II. Applicants shall otherwise complete all the requirement in terms of Electricity Act 2003 for getting new**



**electricity Connection.**

24. Ordered accordingly and hence, IA No.99/2023 is hereby disposed of.

25. Certified copy, if applied for, would be issued by the Registry on completion of usual formalities.

*-Sd-*

**(Ashish Verma)  
Member (Technical)**

*-Sd-*

**(Praveen Gupta)  
Member (Judicial)**

***Aditi Kharbanda  
(LRA)***