

**IN THE NATIONAL COMPANY LAW TRIBUNAL  
MUMBAI BENCH, COURT-II**

**IA No. 2943 of 2021  
IN  
CP (IB) No. 1331/MB/C-II/2017**

*In the Application of IA No.2943 of 2023*

Under Section 60(5) of the Insolvency and Bankruptcy  
Code, 2016 (“Code”)

In the matter of

**Sunil Kumar Agarwal, RP of  
Vistar Metal Industries Pvt. Ltd.,  
Having office at : 603/6, Devnandan Heights,  
Near Poddar School, New C.G.Road,  
Chandkheda, Ahmedabad – 382424.**

**...Applicant**

V/s

**Maharashtra State Electricity Distribution  
Company Ltd.  
Office at : 2/3 Deepshree Building, Navghar (East),  
Vasai Road, Maharashtra-401202**

**...Respondent**

**Order Delivered on : 05.10.2023**

***Coram:***

**Hon’ble Member (Technical)  
Mr. Anil Raj Chellan**

**Hon’ble Member (Judicial)  
Mr. Kuldip Kumar Kareer**

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***Appearances:***

For the Applicant : Adv.  
For the Respondent : Adv. Aman Kacheria a/w  
Adv. Anjali Shahi i/b DSK Legal

**ORDER**

***Per: Anil Raj Chellan, Member Technical***

1. The present application is filed by Mr. Sunil Kumar Agrawal, the Resolution Professional in respect of Vistar Metal Industries Private Limited, the Corporate Debtor under Section 60(5) of the Insolvency and Bankruptcy Code, 2016 (the Code) for directing the Respondent, Maharashtra State Electricity Distribution Company Limited to refund the credit amount of Rs.27,43,080.54/- as on 30.08.2021 along with appropriate interest and also refund of security deposit of Rs. 5,27,500.16/- in the account of the Corporate Debtor.

2. The facts leading to the present application in a nutshell are as under:

Proceedings under the Code were initiated against Vistar Metal Industries Private Limited, the Corporate Debtor. This

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Tribunal vide its order dated 14.10.2019 admitted the application filed by the Financial Creditors under Section 7 of the Code and appointed Mr. Atul Jain as Interim Resolution Professional of the Corporate Debtor. Subsequently this Tribunal, pursuant to a resolution passed by the Committee of Creditors (CoC) replaced Mr. Atul Jain with Mr. Sunil Kumar Agarwal, as Resolution Professional (RP) vide its order dated 02.08.2021.

- 2.1 After commencement of the Corporate Insolvency Resolution Process (CIRP) on 14.10.2019, the RP vide his letter dated 30.08.2021 requested the Respondent to reduce the company load from 300KV to 20KV for domestic use and refund the amount of Rs.27,43,080.54/- lying credit in the account of the Corporate Debtor as also Rs. 5,27,500.16/- deposited as security amount as reflected in the electricity bill dated 05.08.2021.
- 2.2 In response to the request, the Respondent vide its letter dated 14.09.2021 informed that the load could not be reduced but it could apply for permanent disconnection of electric supply and the request for refund of security deposit etc. could be processed thereafter. After constant follow up the power connection was disconnected on 22.10.2021.

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- 2.3 While the Applicant/RP followed up with the Respondent for refund of credit balance and security deposit vide letter dated 30.10.2021 and e-mail dated 27.11.2021, the amounts were not refunded. In the meanwhile, further electricity bills were generated and the credit balance in the account of the Corporate Debtor was reduced to Rs. 24,31,636.36/-.
- 2.4 In the above background, the CoC authorised the RP to file the present application for seeking directions to the Respondent.
- 2.5 The Respondent filed its reply stating that the security deposit of Rs.5,27,500.16/- had been refunded to the Corporate Debtor on 11.01.2022. With respect to the credit balance it was submitted that only an amount of Rs. 23,40,339/- was available to the credit of Corporate Debtor as against the amount of Rs.27,43,080.54/- claimed in the application and the said amount of Rs. 23,40,339/- was also disbursed to the Applicant on 05.03.2022. The Respondent further submitted that the application has become infructuous on account of the refund /return of the security deposit and credit balance available to the Corporate Debtor.

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- 2.6 The Respondent further submitted that the Applicant's letter dated 30.08.2021 for reduction of power load was received only on 07.09.2021 and the Respondent replied to the said letter on 14.09.2021. Thereafter, the Applicant applied for permanent disconnection of electricity vide its letter dated 30.09.2021 and power supply was disconnected from 22.10.2021 i.e. well within the time limit of 30 days prescribed under MERC(SOP) Regulations 2014, and hence, there was no delay in disconnecting the electricity. The reduction in the credit balance was on account of raising of electricity bill during the above period and the Corporate Debtor had been given the reduced amount as per the Regulations/terms applicable for the supply of electricity.
3. We have heard the counsels appearing for the parties and perused the records.
4. It is evident from the records that the security deposit of Rs.5,27,500.16/- has already been refunded as claimed in the application and therefore, prayer (b) has become infructuous.
5. As regards prayer (a) it is observed that the Respondent has returned Rs. 23,40,339/- as against Rs.27,43,080.54/- claimed in

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the application. The reduction in the credit amount was stated to be on account of the generation of further electricity bills after the request for refund. However, the applicant has neither brought on record any evidence to demonstrate delay in processing of request for permanent disconnection of electric supply as per MERC(SOP) Regulations, 2014 nor entitlement of interest for the delay, if any, in processing of refund of credit balance to the Corporate Debtor.

6. In view of the above, we are not inclined to give any direction to the Respondent as regards the calculation of refundable amount or payment of interest on the refundable/ refunded amount. However, the applicant is at liberty to approach appropriate authorities /forum under MERC or other statute governing the distribution of power supply.
7. With the above observation, the **IA.No.2943/2021 is disposed of as dismissed.**

**Sd/-**  
**ANIL RAJ CHELLAN**  
**(MEMBER TECHNICAL)**

**Sd/-**  
**KULDIP KUMAR KAREER**  
**(MEMBER JUDICIAL)**