



BEFORE THE ELECTRICITY OMBUDSMAN, HARYANA

Bays No. 33-36, Ground Floor, Sector-4, Panchkula-134109

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(Regd. Post)

Appeal No : 19 of 2025
Registered on : 23.04.2025
Date of Order : 10.09.2025

In the matter of:

Appeal against the order dated 11.03.2025 passed by CGRF, DHBVN Gurugram in case No 4796 of 2024-Micro Devices Pvt. Ltd.

Micro Devices Pvt. Ltd., Plot No.1, HSIIDC Industrial Estate, Sector-18, Gurugram-122015, Haryana **Appellant**

Versus

1. DHBVN
2. Monitoring Committee of Aircel Ltd.
3. UV Asset Reconstruction Co. Ltd.,

Respondent-1
Respondent-2
Respondent-3

Before:

Shri Rakesh Kumar Khanna, Electricity Ombudsman

Present on behalf of Appellant:

Shri Amritpal Singh, Appellant
Shri Satinder Singh Gulati, Advocate

Present on behalf of Respondents:

Sh. Rahul Yadav, SDO
Ms. Seema Tondon, CA
Ms. Sonia Madan Advocate (R-1)
Sh. Harit Narang, Advocate (R-2)

ORDER

A. Micro Devices Pvt. Ltd., Plot No.1, HSIIDC Industrial Estate, Sector-18, Gurugram-122015, Haryana has filed an appeal against the order dated 11.03.2025 passed by CGRF, DHBVN, Panchkula in case No. 4796 of 2024. The appellant has submitted as under:

1. That the Appellant is a company registered under the Companies Act. The Appellant is an original allottee and absolute owner of Plot No.1, HSIIDC Industrial Estate, Sector-18, Gurugram, since 1972. The Appellant let out part of the said plot and premises to M/s Aircel Ltd. in the year, 2008 through a registered lease deed. The said lease deed was renewed twice, i.e. in the year, 2014 and thereafter vide the last lease deed dated 09.10.2017. The last lease deed in favour of M/s Aircel expired on 31.07.2020.
2. That M/s Aircel Ltd. applied for a separate heavy electric connection of 3,500 Kilowatt from the respondent no.1 and it was issued by respondent no.1 in its favour vide electricity connection K.No.4996160000. M/s Aircel was running a mega project of a data centre at the leased premises.
3. That it is pertinent hereto mention that as per the lease deed dated 09.10.2017 executed between Appellant and M/s Aircel, it was specifically provided therein that M/s Aircel shall be liable to pay directly all electricity and power charges including penalty, over charges, enhancements, damages and consequences thereof directly to respondent no.1 within the prescribed period. Further, in the lease deed it is stated that M/s Aircel has taken a separate connection in its own name from DHBVN. It is pertinent hereto quote the clause No. 8.2 of the said lease deed dated 09.10.2017: -

“8.2 Electrical: - The Lessee shall pay DHBVN/Electrical Authority directly, for its electricity and power bills for the project, within the stipulated period. The lessee shall be responsible for all overcharges, enhancements, damages and consequences. The lessee shall also be liable to pay any penalty, if any. The lessee has its own electricity connection for the leased premises directly from DHBVN.”

A true copy of the lease deed dated 09.10.2017 executed between Appellant and M/s Aircel is annexed hereto as ANNEXURE A-1.

4. That M/s Aircel applied for Corporate Insolvency Resolution Process (CIRP) vide CP No.298 of 2018 before the Learned National Company Law Tribunal (NCLT), Mumbai Bench and vide its order dated 12.03.2018, the insolvency process was initiated. Thereafter, vide an order dated 09.06.2020 the resolution plan submitted by M/s UV Asset Reconstruction Company Ltd.(“UVARC”) was approved by the Learned NCLT, thus, the CIRP period was over on 09.06.2020. Thereafter, the monitoring committee for M/s Aircel was constituted as per the resolution plan. A true copy of the order dated 09.06.2020 passed by the learned NCLT, Mumbai is annexed hereto as ANNEXURE A-2.

The learned NCLT vide order dated 09.06.2020 approved the resolution plan and ordered that all the pre-CIRP and CIRP pending dues/claims prior to the approval date or arising on account of implementation this resolution plan shall stand withdrawn and dismissed, and all liabilities and obligations of the corporate debtor in this regard will be deemed to have been written off fully and permanently extinguished. Further, no judicial and quasi-judicial authority shall issue any orders, directions, decrees, judgments etc. in contravention of the resolution plan. The relevant part of the order dated 09.06.2020 passed by the Hon’ble NCLT, Mumbai in this regard is being quoted herein for ready reference:-

6.7. Reliefs, Concession and Dispensations sought by the RA, and orders thereon 6.7.1. The RA has sought certain reliefs, concessions and dispensations in clause 9 of the Resolution Plans. These are ordered as follows: -

Clause	Dispensation	Orders thereon
9.1.16.	From the Approval Date, all inquiries, investigations and proceedings, suits, claims, disputes, proceedings in connection with the Corporate Debtor or affairs of the Corporate Debtor, pending or threatened, present or future in relation to any period prior to the Approval Date, or arising on account of implementation of this Resolution Plan shall stand withdrawn and dismissed and all liabilities and obligations therefore, whether or not set out in the balance sheets of the Corporate Debtor or the profit and loss account statements of the Corporate Debtor will be deemed to have been written off fully, and permanently extinguished and no adverse orders	Granted, subject to the condition that these shall pertain to any inquiries, investigations, proceedings, suits, claims, disputes, etc. only in relation to the period prior to the Approval Date, and not thereafter. From the Approval Date, the corporate applicants now controlled by the RA shall be responsible for their own destinies arising out of non-compliance for the period after such approval.

	passed in the said matters should apply to the Corporate Debtor or the Resolution Applicant. Upon approval of this Resolution Plan, all new inquiries, investigations, notices, suits, claims, disputes, litigations, arbitrations or other judicial, regulatory or administrative proceedings will be deemed to be barred and will not be initiated or admitted against the Corporate Debtor in relation to any period prior to the Effective Date.	
9.1.17.	No Governmental Authority (including regulatory, judicial and quasi-judicial authority) shall issue any orders, directions, decrees, judgments, etc. that will be in contravention of the provisions of the Resolution Plan	The RA shall make necessary applications to the concerned regulatory or statutory authorities for renewal of such business permits, and such authority shall consider the same keeping in mind the objectives of the IBC, which is to enable resolution of the corporate debtors in a time-bound manner for maximisation of value of assets of such corporate debtors. Such authorities shall also bear in mind that the RA is acquiring the corporate debtors on a “going concern” basis.

6.7.2. xxx xxx xxx

6.7.3. The Resolution Plan placed on record in respect of all the three corporate applicants, viz. (1) Aircel Limited; (2) Dishnet Wireless Limited; and (3) Aircel Cellular Limited, is hereby approved with the modification mentioned in para 6.7.1 supra. The same shall be binding on the respective corporate applicant to members, creditors, guarantors, employees and other stakeholders, as also the resolution applicants.”

Thus, it has also been directed that the resolution plan submitted for M/s Aircel Ltd. shall be binding on its creditors apart from others.

It is also stated that in the resolution plan as well as in the order approving the resolution plan of NCLT dated 09.06.2020, there is no mention of any Pre-CIRP and CIRP dues payable to DHBVN for electricity dues and charges qua the premises in question. Therefore, in terms of Section 31 read with Sections 74, 238 of the IB Code, the Pre-CIRP and CIRP dues cannot be demanded by DHBVN after the approval of the Resolution Plan. Further, till date DHBVN has not challenged the order dated 09.06.2020 before any forum.

5. That Appellant came to know that M/s Aircel was not paying its electricity dues to the respondent no.1 and therefore, Appellant sent 15 legal notices requesting the respondent no.1 to immediately disconnect the electricity connection of M/s Aircel. The Appellant sent the first legal notice dated 29.05.2018 to DHBVN stating that to the knowledge of Appellant, M/s Aircel was under bankruptcy proceedings and electricity dues amounting to Rs.3 Crores for last four months were not paid by them, and therefore, it was requested by the Appellant that the electricity connection of M/s Aircel be disconnected and it should be restored only after clearance of respondent no.1’s electricity dues by them, so that the Appellant and/or its leased

property should not be held liable for payment of electricity dues of M/s Aircel.

However, it is submitted that DHBVN in terms of statutory regulation 10.1.1 of HERC(Electricity Supply Code) Regulations, 2014 and Sales Manual Instruction No.7.1 had to disconnect the electricity supply of M/s Aircel, since M/s Aircel did not make the payment of its due electricity bill for the last four months and as per regulations, if any consumer did not make payment of due electricity bill within 15 days after expiry of grace period then electricity connection of such a consumer was liable to be disconnected by the SDO without further notice or loss of time.

6. That, thereafter, several other legal notices were sent to respondent no.1 by the Appellant reiterating to the afore-stated effect. The true copies of 15 legal notices sent in between May, 2018 to March, 2021 by the Appellant to the respondent no.1 are annexed hereto as ANNEXURE A-3(Colly).
7. That it is also very pertinent hereto state that respondent no.1 despite huge due amount against M/s Aircel, it continued to extend credit to the said company at its own costs and risk.
8. That DHBVN in their reply letters issued vide Memo No.1205/09 dated 19.04.2021 and Memo No.1461 dated 01.04.2021 to the 15th legal notice of Appellant dated 31.03.2021, it was stated by DHBVN that the electricity connection of M/s Aircel was disconnected for non-payment of electricity dues of Rs.80,95,717/- for the first time on 08.03.2018, however, the electricity connection was restored by DHBVN on 10.03.2018. The said electricity connection was restored by DHBVN on the purported ground that a representation was received by DHBVN from a Senior Consultant of M/s Deloitte Touche Tohmatsu India LLP on behalf of Aircel vide an email dated 09.03.2018 with the alleged plea that the insolvency application of Aircel was likely to be admitted by the Learned NCLT, Mumbai and then, the Corporate Debtor would be beneficiary of a moratorium period under Section 14(2) of the Bankruptcy Code. The DHBVN relying on the afore-stated representation reconnected the electricity supply of M/s Aircel. Thus, DHBVN restored the electricity supply of M/s Aircel at its own risk and cost, acting on their own whims and fancies. The true copies of reply letters 19.04.2021 and 01.04.2021 of DHBVN to Appellant are annexed hereto as ANNEXURE A-4.
9. That, it is pertinent hereto point out that as per provisions of Section 14(2A) of IBC, 2016, it is provided that if corporate debtor does not pay the dues of essential supplies provider like the respondent no.1 then they have no obligation or liability to continue to provide electricity supply to such a corporate-debtor. The relevant portion of Section 14(2A) reads as follows, "except where such corporate-debtor has not paid dues arising from such supply during the moratorium period or in such circumstances as may be specified."
10. That, despite the afore-stated provision, the respondent no.1 did not disconnect the electricity supply of M/s Aircel and/or taken effective

measures to recover its due amount from M/s Aircel, i.e. for the electricity dues of the moratorium period from 28.12.2019 till 09.06.2020.

11. That, on 09.06.2020 the CIRP (Corporate Insolvency Resolution Process) period was over, as the resolution plan for Aircel was approved by the Learned NCLT, Mumbai vide the order of the same date. The respondent no.1 still did not disconnect the electricity supply of M/s Aircel for non-payment of its electricity dues.
12. That the Learned NCLT vide its order dated 07.09.2022 restrained the DHBVN from disconnecting the electricity connection of M/s Aircel till the next date of hearing. Thus, it is very clear that since the introduction of Section 14(2A) of IB Code on 28.12.2019, there was no bar on the DHBVN to disconnect the electricity of M/s Aircel Ltd. for non-payment of the electricity dues till 07.09.2022, but they choose not to do so at their own costs and risk. A true copy of order dated 07.09.2022 passed by the Learned NCLT, Mumbai Bench is annexed hereto as ANNEXURE A-5.
13. That, admittedly DHBVN did not disconnect the electricity supply of Aircel, despite Aircel's written request for disconnection of their electricity supply vide their letters dated 16.01.2023 and 27.02.2023, although the monthly fixed charges for electricity connection were accumulating at the rate of Rs.6,53,823/-.
The stand of the DHBVN in their application is that they did not disconnect the electricity supply of Aircel owing to pending electricity dues against Aircel of Rs.5,21,74,234/-(Rupees Five Crores Twenty One Lakhs Seventy Four Thousand And Two Hundred Thirty Four Only), although as per provisions of the Electricity Act, 2013 and the statutory regulations, the electricity connection of Aircel was liable to be disconnected by the DHBVN for non-payment of electricity dues. Thus, the DHBVN did not disconnect electricity against the provisions of statutory regulations. The true copies of letters dated 16.01.2023 and 27.02.2023 issued by Monitoring Committee of Aircel Ltd. to DHBVN are annexed hereto as ANNEXURE A-6(Colly).
14. That, DHBVN filed an application under Section 60(5) of IB Code on dated 20.04.2023 against the Corporate Debtor- M/s Aircel Ltd. before the Learned NCLT and confined its demand only for recovering only the post-CIRP electricity bill dues and other charges amounting to Rs.5,21,74,234/-. Further, it is their admitted case that the corporate debtor regularly paid its electricity dues from 12.03.2018 till July, 2022 and for November, 2022 to the DHBVN. As per the DHBVN the pending post-CIRP dues of Corporate Debtor are for the period August, 2022 to March, 2023, except the November, 2022. Thus, the DHBVN has given up its claim for Pre-CIRP and CIRP electricity dues against the Corporate Debtor. The said application is pending adjudication before the Learned NCLT. A true copy of application for directions filed by DHBVN under Section 60(5) of Insolvency and Bankruptcy Code, 2016 dated 20.04.2023 vide IA No.1746 of 2023 is annexed hereto as ANNEXURE A-7.

15. That, it is also noteworthy that in the aforementioned application for directions, DHBVN has confined its claim only to post-CIRP electricity and other dues of Rs.5,21,74,234/- in pursuance and in acceptance of order dated 09.06.2020 passed by the Learned NCLT, Mumbai. Although, it has been erroneously stated by DHBVN in that application, that the Corporate Debtor paid them regularly till July, 2022 and thereafter bill of November, 2022 was also paid. However, the corporate-debtor Aircel did not make payment of their electricity bills for several months, i.e. electricity bills of March, 2018; April, 2018; and May 2021. Further, Aircel also did not pay any late payment interest and penalty charges to DHBVN since March 2018, resulting in piling of huge arrears/outstanding dues payable by corporate-debtor to respondent no.1.
16. That it has also been stated by DHBVN in the said application that the Corporate Debtor vide its email dated 02.11.2022 has admitted its liability to pay its dues from August, 2022 to October, 2022 in three instalments. A true copy of email letter dated 02.11.2022 issued by Corporate Debtor to DHBVN is annexed hereto as ANNEXURE A-8.
17. That the lease deed dated 09.10.2017 executed in favour of Aircel by the petitioner expired by efflux of time on 31.07.2020 and thereafter, petitioner issued legal notices dated 02.01.2023 and dated 18.05.2023 for eviction.
18. That the DHBVN disconnected the electricity supply to the premises in question in the third week of January, 2023, however despite disconnection, they continued to raise electricity bills even for the months of February to December, 2023, which cannot be justified in any manner.
19. That the Hon'ble National Company Law Tribunal, Mumbai Bench vide its order dated 10.10.2023 vacated the stay order dated 07.09.2022 granted by it against disconnection of electricity in favour of Monitoring Committee of M/s Aircel Ltd. A true copy of order dated 10.10.2023 passed by the Hon'ble National Company Law Tribunal, Mumbai Bench is annexed hereto as ANNEXURE A-9.
20. That on 27.10.2023 the officials of the DHBVN physically removed the electricity meter vide its LOR dated 27.10.2023. A true copy of the LOR dated 27.10.2023 of DHBVN is annexed hereto as ANNEXURE A-10.
21. That the petitioner filed a complaint dated 14.12.2023 before the CGRF, Gurugram seeking that the respondent no.1 be directed to recover its electricity dues including late payment interest, penalty etc. from respondent no.2 or its assignees.
22. That it was also sought that it may be directed and/or declared that petitioner and its property is not liable for any of the electricity amount due against M/s Aircel or its monitoring committee for the premises in question. Further, a direction/declaration was also sought that upon vacation of the tenanted premises in question by the Aircel and/or its monitoring committee then in that case petitioner and/or new occupier/owner thereof will be able to get

new electricity connection for the said premises and they shall not be saddled with any pending electricity dues of M/s Aircel and/or its assignees.

23. That it was also stated in the complaint that as of that day M/s Aircel had not vacated the property and premises of petitioner and therefore, it was urged to the CGRF to direct the respondent no.1 to recover all its electricity dues including the late payment interest, penalty etc. from the corporate debtor and/or its monitoring committee.
24. That pursuant to complaint filed by the petitioner, a letter dated 20.12.2023 was written by CGRF to SDO(OP) Maruti, Sub-Division, DHVBN, Gurugram asking them as to whether any case is pending before any court. A true copy of letter dated 20.12.2023 of CGRF is annexed hereto as ANNEXURE A-11.
25. That vide letter dated 27.12.2023 on behalf of petitioner was written to the SDO(OP), Maruti, Sub-Division, Gurugram informing that no case by or against the petitioner herein was pending before any court in regard to the grievances raised in the complaint. A true copy of letter dated 27.12.2023 of petitioner is annexed hereto as ANNEXURE A-12.
26. That vide letter dated 29.12.2023 the complaint filed by the petitioner was returned. A true copy of letter dated 29.12.2023 issued by CGRF is annexed hereto as ANNEXURE A-13.
27. That with great difficulty, M/s Aircel has vacated the tenanted premises and handed over its possession to petitioner on 12.06.2024.
28. That, thereafter, petitioner vide its email letter dated 16.09.2024 and the hardcopy of the said email to the Executive Engineer, Sub-Division (Er Shalini Pannu), DHVBN, Sector-31, Gurugram / Sub-Divisional Officer(OP), DHVBN, Maruti Sub-Division, Sector-18, Gurugram served on 24.09.2024 requested them to issue "No Dues Certificate" for getting the new electricity connection for the remaining portion of plot No.1, HSIIDC Industrial Estate, Sector-18, Gurugram as the Appellant already have electricity connection vide K.No.2122069607X for the part of the said land and building. A true copy of the email/letter dated 16.09.2024/24.09.2024 is annexed hereto as ANNEXURE A-14.
29. That the SDO, Maruti Sub-Division, DHVBN, Gurugram vide his memo No.346 dated 09.10.2024 claimed that an amount of Rs.9,61,75,860/- is outstanding against the electricity K. No.4996160000 and therefore, they stated that without clearing the said defaulting amount, no dues certificate cannot be issued. It is very pertinent hereto mention that as stated-above the DHVBN has claimed only the Post-CIRP dues of Rs.5,21,74,234/- from M/s Aircel vide IA No.1746 of 2023. Thus, the DHVBN demand of outstanding dues of Rs.9,61,75,860/- is not only exaggerated, but it is not sustainable against the Appellant for the reasons elaborated in the grounds hereunder. A true copy of Memo No. 346 dated 09.10.2024 issued by DHVBN, Gurugram is annexed hereto as ANNEXURE A-15.

30. That the appellant filed Complaint No.4796 of 2024 before the Learned CGRF, Gurugram. A true copy of the Complaint No.4796 of 2024 dated 28.11.2024 is annexed hereto as ANNEXURE A-16.
31. That the DHBVN filed a reply to the aforesaid complaint vide memo No.810 dated 04.12.2024, wherein the DHBVN reduced the alleged defaulting amount on their own to Rs.8,17,21,266/- as on 04.12.2024. The appellant specifically sought breakup of the alleged default amount of Rs.8,17,21,266/- in order to find out pre-CIRP dues and the dues during the pendency of CIRP, and post CIRP dues of Corporate Debtor/Aircel from the DHBVN, but no such breakup was provided by the DHBVN to the appellant, although it was also orally directed by the learned CGRF to DHBVN. A true copy of first reply of DHBVN dated 04.12.2024 is annexed hereto as ANNEXURE A-17.
32. That the appellant filed rejoinder to the first reply filed by the DHBVN. The appellant along with the rejoinder also filed a reply submitted by DHBVN to I.A. No.2454 of 2022 before the NCLT, Mumbai. A true copy of the rejoinder dated 27.12.2024 filed by appellant is annexed hereto as ANNEXURE A-18. A true copy of reply filed by DHBVN before NCLT, Mumbai to I.A. No.2454 of 2022 is annexed hereto as ANNEXURE A-19.
33. That, thereafter, the DHBVN submitted second reply to the complaint filed by the appellant vide Memo no.980 dated 26.12.2024 and therein also the alleged defaulted amount stood at Rs.8,17,21,266/- as on 26.12.2024. A true copy of the second reply filed by DHBVN dated 26.12.2024 is annexed hereto as ANNEXURE A-20.
34. That, still further, DHBVN filed a third reply to the complaint filed by the appellant, wherein DHBVN made various false statements, which are apparently contradictory to the official documents on record of DHBVN. Interestingly in the third reply the alleged defaulting amount got increased to Rs.9,61,75,860/-. A true copy of third reply dated 09.01.2025 filed by DHBVN is annexed hereto as ANNEXURE A-21.
35. That the appellant filed a rejoinder to the third reply filed by the DHBVN, wherein in detail the false and contradictory statements made by DHBVN were pointed out. A true copy of rejoinder dated 22.01.2025 filed by the appellant before the learned CGRF is annexed hereto as ANNEXURE A-22.
36. That the learned CGRF for the first time summoned respondent nos.2 and 3 vide order dated 29.01.2025 for hearing on 13.02.2025. The Monitoring Committee of Aircel filed its reply dated 27.02.2025 and the same is annexed hereto as ANNEXURE A-23.
37. That DHBVN filed a communication exchanged between XEN, OP Sub Urban Division, DHBVN and SDO, OP Sub Urban Division, Maruti, Gurugram before the learned CGRF on 27.02.2025. A true copy of Memo No.19382 dated 23.04.2019 filed by DHBVN is annexed hereto as ANNEXURE A-24.
38. That the learned CGRF vide its final impugned order dated 11.03.2025, which was communicated to the appellant vide Memo No.313 CGRF/GGN

dated 24.03.2025 erroneously dismissed the complaint of the appellant and the same is annexed hereto as ANNEXURE A-25.

39. That the impugned order is liable to be set aside inter-alia on the following amongst other grounds and it is humbly requested that the grounds and facts stated in the complaint, rejoinders filed by the appellant may kindly be read as part and parcel of the present appeal, which are not being repeated herein for the sake of brevity. It is further submitted that in view of the afore-stated facts and circumstances, and on the basis of the following grounds, Appellant and/or its property in question is not liable to pay any electricity dues for and on behalf of Corporate Debtor inter-alia for the following amongst other grounds: -
- A. Because, the Learned CGRF has neither considered nor adjudicated the facts and issues raised by the appellant, and rather dismissed the complaint giving two absurd reasons, i.e. that the application of DHBVN under Section 60(5) of IBC for recovery of electricity dues against M/s Aircel is subjudice before Hon'ble NCLT, Mumbai and secondly, that the appellant asked for No Dues Certificate from DHBVN and not electricity connection.
 - B. Because, it is the settled law laid down by the Hon'ble Supreme Court that the jurisdiction of NCLT under Section 60(5) of IBC is confined to only those cases, which arise solely from or which relate to insolvency of the Corporate Debtor. However, in doing so, the Hon'ble Supreme Court cautioned that the NCLT and NCLAT to ensure that they do not usurp the legitimate jurisdiction of other courts, tribunals and fora, when the dispute is one which does not arise solely from or relate to the insolvency of the Corporate Debtor. (Please refer to Gujarat Urja Vikas Nigam Ltd. v. Amit Gupta and Ors. (2021) 7 SCC 209, para 44.
 - C. Because, in this case admittedly the appellant is not the Corporate Debtor and the alleged electricity dues of M/s Aircel (The Corporate Debtor) are being demanded by DHBVN against the premises owned by the appellant for giving new electricity connection.
 - D. Because, the categorical case of the appellant is that no liability/electricity dues of M/s Aircel can be fastened against the appellant's property for various factual and legal reasons, which have been delineated in detail in the complaint and rejoinders.
 - E. Because, the alleged demand raised by the DHBVN against the property of appellant includes pre-CIRP dues, CIRP dues, and post-CIRP dues of the Corporate Debtor, whereas the appellant is challenging the total amount demanded by the DHBVN being illegal.
 - F. Because, furthermore, and most importantly, the recovery application filed by DHBVN before NCLT against Corporate Debtor is admittedly confined only to post-CIRP dues of Rs.5,21,74,234/-, whereas the amount being illegally demanded from appellant is Rs.9,61,75,860/-. Thus, the disputed amount involved in the present case is over and above the amount of recovery sought by DHBVN and which is sub-judice before the Hon'ble NCLT, Mumbai.

- G. Because, it is crystal clear in view of the afore-stated law laid down by the Hon'ble Supreme Court that the issue involved in the present case is not connected with the insolvency of M/s Aircel and therefore, the NCLT does not have jurisdiction to adjudicate the liability of the appellant to pay to DHBVN the alleged electricity dues of M/s Aircel.
- H. Because, in regard to second point, it is submitted that the appellant in order to get new electricity connection applied for no dues certificate from DHBVN, Gurugram vide its letter dated 16.09.2024 and in response thereto vide memo No.346 dated 09.10.2024 the SDO Maruti S/Division, DHBVN, Gurugram informed that an amount of Rs.9,61,75,860/- is pending due against the earlier electricity connection at the same premises and therefore, no objection for the new electricity connection cannot be given. Thus, the appellant sought for new connection and the no objection certificate for getting the new electricity connection was not given to it, and rather the appellant was asked to pay huge amount of Rs.9.61 Crores approx. Therefore, on one hand appellant has been denied electricity connection by DHBVN until the alleged huge amount against Aircel is paid by the appellant and on the other hand, ironically the electricity dispute adjudication authority-the CGRF dismissed the complaint of appellant being not maintainable.
- I. Because, it is trite to submit that under Regulation 2(g) of the Haryana Electricity Regulatory Commission (Guidelines for establishment of forum for redressal of grievances of the Consumers) and (Electricity Ombudsman) Regulation, 2004 defines the Appellant as a consumer of electricity supplied by the Distribution Licensee including applicants for new electricity connection. Thus, it is clear that complaint filed by the person seeking electricity connection is maintainable and the impugned order is manifestly erroneous on this score.
- J. Because, the learned CGRF did not grant proper hearing and rather told the counsel for the appellant that they would go through the pleadings and pass orders thereon. Thus, the procedure adopted by the learned CGRF is per se improper and on this ground alone the impugned order dated 11.03.2025 is liable to be set aside.
- K. Because M/s Aircel had a separate and independent electricity connection from DHBVN. The DHBVN was well aware of the terms and conditions of the lease deed executed between Appellant and M/s Aircel, wherein the categorical liability for electricity dues and penalties etc. imposed by DHBVN is only of M/s Aircel. The dues of DHBVN are directly payable by Aircel to it.
- L. Because, the lease deeds executed between Appellant and M/s Aircel specifically states that M/s Aircel shall be liable to pay directly all electricity and power charges including penalty, over charges, enhancements, damages and consequences thereof directly to respondent no.1 within the prescribed period. Further, the lease records that M/s Aircel has taken a separate connection in its own name from DHBVN. It is pertinent hereto quote that clause 8.2 of the lease deed dated 09.10.2017: -

“8.2 Electrical: - The Lessee shall pay DHBVN/Electrical Authority directly, for its electricity and power bills for the project, within the stipulated period. The lessee shall be responsible for all overcharges, enhancements, damages and consequences. The lessee shall also be liable to pay any penalty, if any. The lessee has its own electricity connection for the leased premises directly from DHBVN.”

M. Because despite repeated legal notices issued by Appellant, the respondent no.1 did not disconnect the electricity supply for a very long time and in the interregnum period, it let the electricity dues of Aircel accumulate, which obviously has been done by the DHBVN at its own risk and cost. For the recalcitrant behavior and criminal negligence of DHBVN in not disconnecting the electricity supply of Aircel, the Appellant and/or its property cannot be held liable for the same on the basis of statutory provisions/regulations as well as on the equitable grounds.

N. Because, the learned NCLT vide order dated 09.06.2020 approved the resolution plan and ordered that all the pre-CIRP and CIRP pending dues/claims prior to the approval date or arising on account of implementation this resolution plan shall stand withdrawn and dismissed, and all liabilities and obligations of the corporate debtor in this regard will be deemed to have been written off fully and permanently extinguished. Further, no judicial and quasi-judicial authority shall issue any orders, directions, decrees, judgments etc. in contravention of the resolution plan. The relevant part of the order dated 09.06.2020 passed by the Hon’ble NCLT, Mumbai in this regard is being quoted herein for ready reference:-

6.7. Reliefs, Concession and Dispensations sought by the RA, and orders thereon 6.7.1. The RA has sought certain reliefs, concessions and dispensations in clause 9 of the Resolution Plans. These are ordered as follows: -

Clause	Dispensation	Orders thereon
9.1.16.	From the Approval Date, all inquiries, investigations and proceedings, suits, claims, disputes, proceedings in connection with the Corporate Debtor or affairs of the Corporate Debtor, pending or threatened, present or future in relation to any period prior to the Approval Date, or arising on account of implementation of this Resolution Plan shall stand withdrawn and dismissed and all liabilities and obligations therefore, whether or not set out in the balance sheets of the Corporate Debtor or the profit and loss account statements of the Corporate Debtor will be deemed to have been written off fully, and permanently extinguished and no adverse orders passed in the said matters should apply to the Corporate Debtor or the Resolution Applicant. Upon approval of this Resolution Plan, all new inquiries, investigations, notices, suits, claims, disputes, litigations, arbitrations or other judicial, regulatory or administrative proceedings will be deemed to be barred and will not be initiated or admitted against the Corporate Debtor in relation to any period prior to the Effective Date.	Granted, subject to the condition that these shall pertain to any inquiries, investigations, proceedings, suits, claims, disputes, etc. only in relation to the period prior to the Approval Date, and not thereafter. From the Approval Date, the corporate applicants now controlled by the RA shall be responsible for their own destinies arising out of non-compliance for the period after such approval.

9.1.17.	No Governmental Authority (including regulatory, judicial and quasi-judicial authority) shall issue any orders, directions, decrees, judgments, etc. that will be in contravention of the provisions of the Resolution Plan	The RA shall make necessary applications to the concerned regulatory or statutory authorities for renewal of such business permits, and such authority shall consider the same keeping in mind the objectives of the IBC, which is to enable resolution of the corporate debtors in a time-bound manner for maximisation of value of assets of such corporate debtors. Such authorities shall also bear in mind that the RA is acquiring the corporate debtors on a “going concern” basis.
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6.7.2. xxx xxx xxx

6.7.3. The Resolution Plan placed on record in respect of all the three corporate applicants, viz. (1) Aircel Limited; (2) Dishnet Wireless Limited; and (3) Aircel Cellular Limited, is hereby approved with the modification mentioned in para 6.7.1 supra. The same shall be binding on the respective corporate applicant to members, creditors, guarantors, employees and other stakeholders, as also the resolution applicants.”

Thus, it has also been directed that the resolution plan submitted for M/s Aircel Ltd. shall be binding on its creditors apart from others.

- O. Because, it is also stated that in the resolution plan as well as in the order approving the resolution plan of NCLT dated 09.06.2020, there is no mention of any Pre-CIRP and CIRP dues payable to DHBVN for electricity dues and charges qua the premises in question. Therefore, in terms of Section 31 read with Sections 74, 238 of the IB Code, the Pre-CIRP and CIRP dues cannot be demanded by DHBVN after the approval of a resolution plan. Further, till date DHBVN has not challenged the order dated 09.06.2020 before any forum.
- P. Because, the Appellant sent the first legal notice dated 29.05.2018 to DHBVN asking them to disconnect the electricity connection of M/s Aircel till electricity dues amounting to Rs.3 Crores for last four months were not paid by it. The DHBVN in terms of statutory regulation 10.1.1 of The Haryana Electricity Regulatory Commission (Electricity Supply Code) Regulations, 2014 and as per the Sales Manual Instruction No.7.1 is mandated to disconnect the electricity supply by the SDO without further notice or loss of time of M/s Aircel for non-payment of due electricity bill within 15 days after expiry of grace period.
- Q. Because, it is submitted that Appellant is relying upon the law laid down by the Hon’ble High Court at Chandigarh in CWP No.2587 of 2015 Uttar Haryana BijliVitran Nigam and Anr. v. CGRF and Ors. vide its judgment dated 23.01.2023. In the said case, the landlady informed the UHBVN at the time of initiation of default by the tenant and asked them to disconnect the electricity supply to tenant. However, because of inaction of the officials of

UHBVN, it was held by the CGRF that the liability of the tenant cannot be fastened upon the landlady. The Hon'ble High Court dismissed the writ petition filed by the UHBVN challenging the said order of CGRF and endorsed the reasoning of CGRF vide the aforementioned judgment.

- R. Because, the DHBVN in their reply letters issued vide Memo No.1205/09 dated 19.04.2021 and Memo No.1461 dated 01.04.2021 to the 15th legal notice of Appellant dated 31.03.2021, it was stated by DHBVN that the electricity connection of M/s Aircel was disconnected for non-payment of electricity dues of Rs.80,95,717/- for the first time on 08.03.2018, however, the electricity connection was restored by DHBVN on 10.03.2018. The said electricity connection was restored by DHBVN on the purported ground that a representation was received by DHBVN from a Senior Consultant of M/s Deloitte Touche Tohmatsu India LLP on behalf of Aircel vide an email dated 09.03.2018 with the alleged plea that the insolvency application of Aircel was likely to be admitted by the Learned NCLT, Mumbai and then, the Corporate Debtor would be beneficiary of a moratorium period under Section 14(2) of the Bankruptcy Code. The DHBVN relying on the afore-stated representation reconnected the electricity supply of M/s Aircel. Thus, DHBVN restored the electricity supply of M/s Aircel at its own risk and cost, acting on their own whims and fancies.
- S. Because, as stated-above, it is the admitted case of the DHBVN that electricity of M/s Aircel was disconnected on 08.03.2018, however, without any order of judicial authority the said electricity connection was restored on 10.03.2018 by the DHBVN on its own. The said restoration was purportedly done on the basis of an email letter dated 09.03.2018 on behalf of M/s Aircel. The plea taken in the said letter was that the insolvency application of M/s Aircel was likely to be admitted by the NCLT, Mumbai and thereafter, M/s Aircel would be beneficiary of a moratorium period under Section 14(2) of the Bankruptcy Code. Thus, the ground on which the electricity connection was restored prima facie shows that the officials of DHBVN in malafide collusion with M/s Aircel restored its electricity connection on 10.03.2018 in order to unduly benefit M/s Aircel. Thus, because of inactions and/or collusion/acquiescence of the DHBVN, the DHBVN did not recover its dues from M/s Aircel and/or its monitoring committee then in that case the same cannot be saddled on the Appellant, just because Appellant is the landlord.
- T. Because, it is submitted that there are sales regulations and/or circulars of the DHBVN which cast a duty upon it to disconnect electricity supply to a premises, in case of non-payment of electricity dues. Thus, for non-action of the DHBVN to recover its dues from the tenant, Appellant-landlord cannot be asked to pay the same.
- U. Because, as per provisions of Section 14(2A) of IBC, 2016, it is provided that if corporate debtor does not pay the dues of essential supplies provider like the respondent no.1 then they have no obligation or liability to continue to provide electricity supply to such a corporate-debtor. The relevant portion of

Section 14(2A) reads as follows, “except where such corporate-debtor has not paid dues arising from such supply during the moratorium period or in such circumstances as may be specified.”

- V. Because, despite the afore-stated provision, the respondent no.1 did not disconnect the electricity supply of M/s Aircel and/or taken effective measures to recover its due amount from M/s Aircel, i.e. for the electricity dues of the moratorium period from 28.12.2019 till 09.06.2020.
- W. Because, on 09.06.2020 the CIRP (Corporate Insolvency Resolution Process) period was over, as the resolution plan for Aircel was approved by the Learned NCLT, Mumbai vide the order of the same date. The respondent no.1 still did not disconnect the electricity supply of M/s Aircel for non-payment of its electricity dues.
- X. Because, the Learned NCLT only vide its order dated 07.09.2022 restrained the DHBVN from disconnecting the electricity connection of M/s Aircel till the next date of hearing. It is very clear that since the introduction of Section 14(2A) of IB Code on 28.12.2019, there was no bar on the DHBVN to disconnect the electricity of M/s Aircel Ltd. for non-payment of the electricity dues till 07.09.2022, but they choose not to do so at their own costs and risk.
- Y. Because, admittedly DHBVN did not disconnect the electricity supply of Aircel, despite Aircel's written request for disconnection of their electricity supply vide their letters dated 16.01.2023 and 27.02.2023, although the monthly fixed charges for electricity connection were accumulating at the rate of Rs.6,53,823/-.
- Further, the stand of the DHBVN in their application is that they did not disconnect the electricity supply of Aircel owing to pending electricity dues against Aircel of Rs.5,21,74,234/-(Rupees Five Crores Twenty One Lakhs Seventy Four Thousand And Two Hundred Thirty Four Only), although as per provisions of the Electricity Act, 2013 and the statutory regulations, the electricity connection of Aircel was liable to be disconnected by the DHBVN for non-payment of electricity dues. Thus, the DHBVN did not disconnect electricity against the provisions of statutory regulations.
- Z. Because, the DHBVN has filed an application under Section 60(5) of IB Code on dated 20.04.2023 against the Corporate Debtor- M/s Aircel Ltd. before the Learned NCLT and confined its demand only for recovering only the post-CIRP electricity bill dues and other charges amounting to Rs.5,21,74,234/. Further, it is their admitted case that the corporate debtor regularly paid its electricity dues from 12.03.2018 till July, 2022 and for November, 2022 to the DHBVN. As per the DHBVN the pending CIRP dues of Corporate Debtor are for the period August, 2022 to March, 2023, except the November, 2022. Thus, the DHBVN has given up its claim for Pre-CIRP and CIRP electricity dues against the Corporate Debtor. The said application is pending adjudication before the Learned NCLT.
- AA. Because, it is also noteworthy that in the aforementioned application for directions, DHBVN has confined its claim only to post-CIRP electricity dues

of Rs.5,21,74,234/- in pursuance and in acceptance of order dated 09.06.2020 passed by the Learned NCLT, Mumbai. Although, it has been erroneously stated by DHBVN in that application, that the Corporate Debtor paid them regularly till July, 2022 and thereafter bill of November, 2022 was also paid. However, the corporate-debtor Aircel did not make payment of their electricity bills for several months, i.e. electricity bills of March, 2018; April, 2018; and May, 2021. Further, Aircel also did not pay any late payment interest and penalty charges to DHBVN since March 2018, resulting in piling of huge arrears/outstanding dues payable by corporate-debtor to respondent no.1.

- BB. Because, it has also been stated by DHBVN in the said application that the Corporate Debtor vide its email dated 02.11.2022 has admitted its liability to pay its dues from August, 2022 to October, 2022 in three instalments.
- CC. Because, the DHBVN disconnected the electricity supply to the premises in question in the third week of January, 2023, however despite disconnection, they continued to raise electricity bills even for the months of February to December, 2023, which cannot be justified in any manner.

Because, it is very pertinent hereto quote provisions of Section 31(1) which provides that once a resolution plan is approved it shall be binding on the corporate debtor and others and it states as under: -

“Section 31- Approval of resolution plan-

- If the Adjudicating Authority is satisfied that the resolution plan as approved by the committee of creditors under sub-section (4) of section 30 meets the requirements as referred to in sub-section (2) of section 30, it shall by order approve the resolution plan which shall be binding on the corporate debtor and its employees, members, creditors, guarantors and other stakeholders involved in the resolution plan.

(2)-(3) xxxx xxxx xxxx”

- DD. Because, Section 74(3) provides punishment for contravention of the resolution plan by imprisonment extendable to 5 years or fine not less 1 lakhs rupees but extendable to 1 Crore rupees. Section 74(3) of IBC states as under:

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“Section 74- Punishment for contravention of moratorium or the resolution plan-

(1)-(2) xxxx xxxx xxxx

(3) Where the corporate debtor, any of its officers or creditors or any person on whom the approved resolution plan is binding under section 31, knowingly and wilfully contravenes any of the terms of such resolution plan or abets such contravention, such corporate debtor, officer, creditor or person shall be punishable with imprisonment of not less than one year, but may extend to five years, or with fine which shall not be less than one lakh rupees, but may extend to one crore rupees, or with both.”

EE. Because, Section 231 of IBC provides that no civil court has jurisdiction in any matter in which the NCLT/Adjudicating Authority is empowered under IBC. Section 231 of IBC states as under:

“Section 231- No civil court shall have jurisdiction in respect of any matter in which the Adjudicating Authority is empowered by, or under, this Code to pass any order and no injunction shall be granted by any court or other authority in respect of any action taken or to be taken in pursuance of any order passed by such Adjudicating Authority under this Code.”

FF. Because, Section 238 of IBC provides that provisions of IBC shall supersede any other law for the time being in force and even in regard to any instrument. Section 238 of IBC is quoted as under: -

“Section 238-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.”

GG. Because, Section 60(5) provides very wide powers to NCLT to adjudicate all the claims against the Corporate Debtor. The Section 60(5) states as under:

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“Section 60-Adjudicating Authority for Corporate persons-

(1)-(4) xxx xxx xxx

(5) Notwithstanding anything to the contrary contained in any other law for the time being in force, the National Company Law Tribunal shall have jurisdiction to entertain or dispose of—

- (a) any application or proceeding by or against the corporate debtor or corporate person;
- (b) any claim made by or against the corporate debtor or corporate person, including claims by or against any of its subsidiaries situated in India; and
- (c) any question of priorities or any question of law or facts, arising out of or in relation to the insolvency resolution or liquidation proceedings of the corporate debtor or corporate person under this Code.

(6) xxx xxx xxx”

HH. Because, in view of the afore-stated provisions of the IBC code and the law laid down by the Hon’ble Supreme Court and the NCLAT/NCLT, it is very clear that only the NCLT has the jurisdiction to adjudicate the claims against the corporate debtor like M/s Aircel Ltd. The application filed by the DHBVN against M/s Aircel vide IA No.1746 of 2023 is pending adjudication before the NCLT, Mumbai and the next date of hearing is 08.01.2025, therefore, as on date the DHBVN cannot claim that any dues are pending against M/s Aircel and consequently, against the land and building of the Appellant in question.

In any case, even if, any amount shall be adjudicated to be payable by the corporate debtor to DHBVN by the NCLT, that amount shall be payable by the Aircel and that liability cannot be shifted to the Appellant, in view of the

gross conduct and negligence of the DHBVN in not recovering the due amount from corporate debtor as elaborated hereinabove.

- II. Because it's a settled law laid down by the Hon'ble Apex Court that IBC is a special Act and its provisions take precedence over the provisions of The Electricity Act, 2013 and the regulations made under it. (refer K C Ninan v. Kerala State Electricity Board and Ors. [2023] 9 S.C.R. 637)
- JJ. Because, the Hon'ble Supreme Court as well as the Hon'ble High Court at Chandigarh has held that electricity is a basic human right and it is an integral part of the right to life as provided under Article 21 of the Constitution of India. Therefore, the Appellant cannot be deprived from the access to electricity.
- KK. Because, the Appellant has made out a prima facie in its favour and the balance of convenience is also in its favour. The Appellant shall suffer irreparable loss and injury, if the interim reliefs claimed hereunder shall not be granted in favour of the Appellant.

PRAYER

In the afore-stated facts and circumstances of the present case, it is humbly prayed that this Hon'ble Forum may kindly be pleased to pass the following orders:-

- a) Set aside the impugned order dated 11.03.2025 passed in Complaint No.4796 of 2024 and further, quash/set aside the impugned Memo No.346 dated 09.10.2024 issued by SDO Maruti, Sub Division, DHBVN, Gurugram, as also direct and/or declare that Appellant and/or its immovable property/premises is not liable for any of the electricity amount due against M/s Aircel or its monitoring committee for the premises in question; and/or
- b) Direct and/or declare that electricity connection and/or "No Dues Certificate" for getting the new electricity connection/extension of the earlier electricity connection be granted to the Appellant by the respondent no.1 for the land and building premises in question of the Appellant, for which the no dues certificate for getting new electricity connection was sought by the Appellant from DHBVN vide letter dated 16.09.2024/24.09.2024 without payment of any outstanding electricity dues of M/s Aircel; and/or
- c) Pass ad-interim, ex-parte order directing the DHBVN, Gurugram to release the electricity connection to Appellant for the land and building premises in question of Appellant without payment of outstanding amount as mentioned in its Memo No.346 dated 09.10.2024 during the pendency of the present matter before this Hon'ble Forum; and/or
- d) Pass such other and further orders as may be deemed fit in the interest of justice in favour of the Appellant.

- B.** The appeal was registered on 23.04.2025 as an appeal No. 19 of 2025 and accordingly, notice of motion to the Appellant and the Respondents was issued for hearing the matter on 02.06.2025.

- C.** Hearing was held on 02.06.2025, as scheduled. Sh. Satinder Singh Gulati, Advocate on behalf of Appellant, Sh. Amritpal Singh Bhomia, Appellant & Sh. Harit Narang, Advocate for Respondent no.2 were present physically & SDO, Op. Sub Division, DHBVN, Maruti was present through video conferencing on behalf of Respondent no. 1 and no representative was present from respondent no. 3 i.e. UV Asset Reconstruction Co. Ltd. XEN/Operation, Sub Urban Division, DHBVN Gurugram vide memo No. 2812 dated 30.05.2025 requested that the engagement of Advocate to defend the case is under progress in LR office and requested for another suitable date of hearing to defend the case and also requested for hearing through VC. Considered the request of XEN/Operation, Gurugram and allowed. SDO/Operation, Maruti was present on behalf of the Respondent. no. 1 was directed to submit the reply in response to the Appellant counsel submission dated 21.04.2025 within 15 days with a copy to Appellant. The counsel on behalf of the Respondent No. 2 was also directed to send his submissions within next 10 days with a copy to the Appellant and Respondent no. 1. Further Appellant was directed to file his rejoinder within next 5 days after the receipt of Respondent No.1 reply and submission, if any.

Now, the matter is adjourned and shall now be heard on 03.07.2025.

- D.** Hearing was held on 03.07.2025, as scheduled. Advocate on behalf of Appellant, Advocate for Respondent no.1 (R-1) and respondent SDO were present through video conferencing and Advocate for the respondent no. 2 (R-2) was physically present. During the hearing, Advocate for the respondent (R-1) requested for further adjournment of one week time for preparation of the reply against the appellant appeal. Accordingly, R-1 Advocate and SDO respondent were directed to file reply by 10th July, 2025 with a copy to appellant Advocate and R-2 Advocate. Further, Appellant Advocate and R-2 Advocate also requested for one week time to file the rejoinder against the R-1 reply.

Accordingly, the matter is adjourned and shall now be heard on 25.07.2025.

- E.** The counsel of R-1 (DHBVNL) vide email dated 11.07.2025 has submitted reply, which is reproduced as under: -

1. The present reply is being filed through Sh. Rahul Yadav, presently working as SDO, 'OP', Maruti Sub Division, Dakshin Haryana Bijli Vitran Nigam Ltd. (hereinafter referred to as 'DHBVN/Respondent No. 1'), who is competent to file the present reply as well as fully conversant with the facts and circumstances of the case on the basis of knowledge derived from the record.
2. The present appeal has been filed by the Appellant against the order dated 11.03.2025 passed by Ld. Consumer Grievance Redressal Forum, DHBVNL ("Hon'ble Forum") in Case No. 4796/2024 ("Impugned Order") filed by the Appellant herein. The Complaint was filed by the Appellant praying for the following reliefs:

"a) Quash/set aside the impugned Memo No.346 dated 09.10.2024 issued by SDO Maruti, Sub Division, DHBVN, Gurugram. Further, direct and/or

declare that complainant and/or its immovable property/premises is not liable for any of the electricity amount due against M/s Aircel or its monitoring committee for the premises in question; and/or b) Direct and/or declare that electricity connection and/or "No Dues Certificate" be granted to the complainant by the respondent no.1 for the land and building premises in question of the complainant, for which the no dues certificate was sought by the complainant from DHBVN vide letter dated 16.09.2024/24.09.2024 without payment of any outstanding electricity dues of M/s Aircel; and/or c) Pass ad-interim, ex-parte order directing the DHBVN, Gurugram to release the electricity connection to complainant for the land and building premises in question of complainant without payment of outstanding amount as mentioned in its Memo No.346 dated 09.10.2024 during the pendency of the present matter before this Hon'ble Forum; and/or d) Pass such other and further orders as may be deemed fit in the interest of justice in favour of the complainant."

3. Vide the Impugned Order, the Ld. Forum ('CGRF') had dismissed the complaint while holding that – "... this Forum is of opinion that Complainant has only asked for NOC from DHBVN & not electricity connection, so this case is dismissed since the issues pertaining to the purported unpaid dues of the Company -Aircel, to be paid to DHBVN remain sub-judice before the Hon'ble NCLT" (Emphasis Supplied)
4. As rightly noted by CGRF in the Impugned Order, the issue regarding the purported outstanding electricity dues payable by M/s Aircel ("Corporate Debtor") to Respondent No.1, in connection with the premises in question, is currently sub judice before the Hon'ble National Company Law Tribunal (NCLT), Mumbai Bench, in IA No. 1746 of 2023, which is pending adjudication. The said matter directly concerns the liability for the dues in question and is next listed for hearing on 31.07.2025.
5. All submissions are made in the alternative and without prejudice to each other. Nothing submitted herein shall be deemed to be admitted unless the same has been admitted thereto specifically.

PRELIMINARY SUBMISSIONS/ OBJECTIONS:

6. At the outset, it is submitted that the complaint filed by the Appellant before the Hon'ble Electricity Ombudsman, Haryana is not maintainable under the applicable legal and regulatory framework, as it does not conform to the definition of "complaint" provided under Regulation 1.5(e) of the Haryana Electricity Regulatory Commission (Forum and Ombudsman) Regulations, 2020 ("HERC Regulations, 2020"). The grievance raised by the Appellant—relating solely to the denial of a No Objection Certificate (NOC) or fresh electricity connection in respect of premises where dues are outstanding against a third party—does not fall within the limited scope of matters that can be entertained under the said provision. For reference, Regulation 1.5(e) defines "complaint" as follows:

““complaint” means any grievance in writing made by a complainant that :

- (i) an unfair trade practice or a restrictive trade practice has been adopted by the licensee in providing electricity service;
- (ii) the electricity services hired or availed of or agreed to be hired or availed of by him suffer from defect or deficiency in any respect;
- (iii) a licensee has charged for electricity services mentioned in the complaint, a price in excess of the price fixed by the Commission;
- (iv) electricity services which are hazardous to life and safety when availed, are being offered for use to the public in contravention of the provisions of any law for the time being in force or of any licence;
- (v) violation has occurred of any law or licence requiring the licensee to display the information in regard to the manner or effect of use of the electrical services; or means any grievance in writing made by a complainant that:
- (vi) breach has occurred of any obligation by the licensee which adversely affects any consumer or which the Forum may consider appropriate to be treated as a complaint.”

7. It is evident that the issues raised by the Appellant do not fall within the scope of any of the grounds enumerated under Regulation 1.5(e) of the HERC Regulations, 2020. Consequently, the present Appeal is not maintainable before the Hon’ble Electricity Ombudsman, Haryana. The present dispute pertains solely to the Appellant’s request for issuance of a NOC for grant of fresh electricity connection, without clearing the outstanding dues payable in respect of the premises in question. In this regard, Respondent No. 1 has acted reasonably and in strict compliance with the applicable regulatory framework, including Sales Circular No. D-95/2001, which governs the conditions for the release of new electricity connections and prohibits the same in cases where dues remain unpaid. The said circular mandates that no new connection or reconnection shall be provided in respect of any premises where arrears are outstanding, unless such dues are cleared in advance. The relevant portion of the said circular is reproduced hereinbelow for ready reference:

“b. Reconnection or new connection shall not be given to any premises where there are arrears on any account due to the Nigam unless these are cleared in advance. If the new owner/occupier/allottee remits the amount due from the previous consumer, the Nigam shall provides reconnection or new connection depending upon whether the service remains disconnected/dismantled as the case may be. The amount so remitted will be adjusted against the dues from the previous consumer. If the Nigam gets the full or partial dues from the previous consumer through legal proceedings or otherwise, the amount remitted by the new owner/occupier to whom the connection has been effected shall be refunded to that extent. But the amount already remitted by him/her shall not bear any interest” (Emphasis Supplied)

8. Furthermore, the Appellant has failed to disclose the relevant statutory provisions, regulations, or legal framework under which the present Appeal has been preferred before the Hon'ble Electricity Ombudsman. No justification or legal basis has been provided to demonstrate the maintainability of the Appeal under the applicable regulatory scheme, rendering the present proceedings legally untenable. Thus, the Complaint filed by the Appellant lacks any basis under Regulation 1.5(e) of the HERC Regulations and is, therefore, not maintainable.
9. The primary grievance raised by the Appellant in the present Appeal pertains to the denial of a NOC and/or the release of a fresh electricity connection in respect of a premises upon which substantial outstanding electricity dues, amounting to ₹8,17,21,266/-, are payable to the Respondent No. 1. The Appellant, through its complaint, sought a declaration that it is not liable to discharge the said dues and that the issuance of the NOC or the provision of a fresh electricity connection should not be made contingent upon the clearance thereof.
10. Committee of M/s Aircel Limited (Respondent No. 2). In the said application, DHBVN had prayed for recovery of electricity dues for the period August 2022 - March 2023 (post CIRP) in respect of the electricity consumed by M/s Aircel at the premises owned by the Appellant. The outstanding dues in respect of premises, after all adjustment, amounts to Rs. 8,17,21,266/-. A detailed ledger statement in this respect is appended herewith marked as Annexure R-1 for ready reference. DHBVN has also prayed for vacation of status quo order for disconnection of electricity in the same interim application and the same was allowed by the Ld. NCLT vide Order dated 10.10.2023 (Annexure A-9). The matter remains sub judice and is next listed for hearing on 31.07.2025. It is pertinent to submit that the DHBVN is legally entitled to the outstanding dues with respect to premises in question, and the subsequent owner is liable to clear the same for seeking NOC. The claims of DHBVN have not been awarded in the Resolution Plan. DHBVN has also moved an interim application before the Monitoring Committee of M/s Aircel Limited (Respondent No. 2). In the said application, DHBVN had prayed for recovery of electricity dues for the period August 2022 - March 2023 (post CIRP) in respect of the electricity consumed by M/s Aircel at the premises owned by the Appellant. The outstanding dues in respect of premises, after all adjustment, amounts to Rs. 8,17,21,266/-. A detailed ledger statement in this respect is appended herewith marked as Annexure R-1 for ready reference. DHBVN has also prayed for vacation of status quo order for disconnection of electricity in the same interim application and the same was allowed by the Ld. NCLT vide Order dated 10.10.2023 (Annexure A-9). The matter remains sub judice and is next listed for hearing on 31.07.2025.
11. Further, the Appellant lacks the requisite locus standi to maintain a complaint before the Electricity Ombudsman, Haryana. As per Clause 1.5(d)(vi) of the applicable Regulations, the Appellant does not fall within the

definition of an "Applicant" entitled to invoke the jurisdiction of the Electricity Ombudsman, Haryana. The said provision is reproduced hereinbelow for ready reference:

“(d) “Complainant” means & includes any of the following who have a grievance as defined in these regulations and makes a complaint; xxx xxx (vii) an applicant for a new electricity connection.”

12. The Appellant is not eligible to be treated as an "Applicant" for the purposes of seeking a new electricity connection, as it is expressly barred from doing so under Sales Circular No. D-95/2001. The said circular, as referred to above (but not reproduced here for the sake of brevity), clearly stipulates that no reconnection or new connection shall be provided to any premises where arrears are outstanding on any account due to the Nigam, unless such arrears are cleared in advance.
13. In the present case, the Appellant is seeking NOC in respect of a premises on which substantial outstanding dues remain unpaid. In light of the binding conditions set forth in the said circular, the Appellant does not fulfil the eligibility criteria for applying for a fresh connection and, therefore, cannot be considered an "Applicant" under the applicable regulatory framework. Consequently, the Appellant lacks locus standi to maintain the complaint and consequently the present appeal is untenable.
14. The present appeal falls squarely within the scope of the jurisdictional bar contemplated under the above-mentioned provision and is therefore not maintainable in law. The appeal is liable to be dismissed at the threshold. In light of the foregoing, the Appellant can only be given electricity connection in case the outstanding dues of the premises are either cleared by them or recovered through the Monitoring Committee of Respondent No. 2.
15. The Respondent No. 1 has acted strictly in accordance with the applicable statutory and regulatory framework, including the provisions of the Electricity Act, 2003, the Haryana Electricity Regulatory Commission (Electricity Supply Code) Regulations, 2014 (“HERC Supply Code, 2014”), and the relevant Sales Circulars issued by the Distribution Licensee from time to time. The action taken by Respondent No. 1, to recover outstanding dues is firmly supported by the legal framework governing electricity supply in Haryana, which unequivocally establishes liability for electricity charges based on the premises. In this regard, Regulation 4.7.2 of the HERC Supply Code, 2014, which deals with the change in name of registered consumer due to change in ownership/occupancy, is directly applicable. The said provision, inter alia, stipulates that:

“4.7 Change in name of registered consumer due to change in ownership/occupancy

4.7.1 A connection may be transferred in the name of another person upon death of the consumer or in case of transfer of the ownership or occupancy of the premises, upon filing an application in the prescribed

form. Provided that such change of name shall not entitle the applicant to shifting of the connection from the present location.

4.7.2 The licensee shall deal with the application in accordance with the procedure detailed below: (1) The applicant shall apply for change of consumer's name in the prescribed form, along with a copy of the latest bill duly paid. The request for transfer of connection shall not be accepted unless all dues recoverable against the concerned connection are settled. The application shall be accepted on submitting proof of ownership/occupancy of property. The licensee shall process the application in accordance with Regulation 4.6.2.

Provided that in case of change of connection on account of sale or lease of property, the provision contained under Regulation 4.3.1 shall apply. xxx xxx xxx (Emphasis Supplied)

16. It is pertinent to note that the Appellant never applied for an electricity connection. In the present case, the premises in question were owned by the Appellant, while the electricity connection was sanctioned in the name of M/s Aircel, the lessee. The lease in favour of M/s Aircel expired on 31.07.2020. Consequently, any request for a fresh electricity connection or transfer thereof by the Appellant is governed by Regulation 4.3.1 of the HERC Supply Code, 2014. The said regulation has been reproduced below:

4.3 Conditions for Grant of Connection due to change of ownership / division/reconstruction of property.

4.3.1 Purchase of existing property

“ Where the applicant has purchased an existing property, whose supply has been disconnected, it shall be the applicant's duty to verify that the previous owner has paid all dues to the licensee and obtained a “no-dues certificate” from the licensee. In case such “no-dues certificate” has not been obtained by the previous owner, the applicant shall request the previous owner to obtain a no dues certificate from the licensee and handover the same to him. On receipt of such request from the previous owner, the licensee shall either intimate in writing the dues outstanding on the premises, if any, or issue a “no-dues certificate” within thirty (30) days from date of receipt of request. If the licensee does not issue the no dues certificate or dispatch a letter intimating the dues to the previous owner within thirty (30) days of receipt of his request, the applicant shall be absolved of any liability on account of dues against the previous owner and the licensee shall have to seek legal recourse separately against the previous owner for recovery of such dues.

In case the licensee dispatches a letter intimating the dues to the previous owner within thirty (30) days of receipt of his request and in case these are not deposited by the previous owner, the applicant shall be liable to clear any dues against the previous owner before a new connection is released in his favour.” (Emphasis Supplied)

17. The legal position with respect to liability of the subsequent occupier of premises to clear outstanding dues before release of fresh electricity connection is well settled. Reliance in this regard is placed upon judgment of the Hon'ble Apex Court in *Telangana State Southern Power Distribution Company Limited v. M/s. Srighdaa Beverages* [2020 (6) SCC 404], wherein it was held as under:

“A. That electricity dues, where they are statutory in character under the Electricity Act and as per the terms & conditions of supply, cannot be waived in view of the provisions of the Act itself more specifically Section 56 of the Electricity Act, 2003 (in pari material with Section 24 of the Electricity Act, 1910), and cannot partake the character of dues of purely contractual nature.”

Further, the Hon'ble Punjab and Haryana High Court in the case of *M/s Venus Real Con. LLP (Limited Liability) v. Dakshin Haryana Bijli Vitran Nigam Limited* [2021 (3) RCR (Civil) 264] (Enclosure RJ-3), held as under:

“17. ... It has been held that demand of clearance of arrears on account of electricity dues can be made and conditions can be imposed based upon statutory rules in force on date of application. Thus, it has to be held that the Nigam was justified in demanding payment of arrears of electricity dues. ...

24. Finally, it has been argued that Section 43 of the Electricity Act confers a right upon an applicant for electricity connection and a corresponding duty upon the Nigam to release a connection within a period of one month of the receipt of the application and thus, the Nigam was bound to release the electricity connection. This argument also deserves to be rejected. Section 43 of the Electricity Act cannot be construed as a stand alone provision. It has to be read in conjunction with other provisions of the said Act and Rules and Regulations framed thereunder. Thus, construed the duty imposed upon the Nigam under the said provision is subject to rights provided under the other provisions. This would also be in accordance with the accepted principles of interpretation of statutes one of which is harmonious construction.” (Emphasis Supplied)

In view of the law settled by the Hon'ble Courts, the Answering Respondent can insist upon fulfilment of the requirements of Rules and Regulations, including the payment of arrears of the premises.

18. Accordingly, the Appellant is legally obligated to ensure payment of all electricity dues outstanding against the premises from the previous consumer i.e. M/s Aircel or Respondent No. 2 prior to seeking the release of a fresh connection. The obligation to obtain a NOC and settle pending dues is squarely placed upon the Applicant. Hence, the action taken by Respondent No. 1 in withholding issuance of a NOC or release of electricity connection until clearance of dues is entirely in consonance with the above-mentioned regulatory framework and does not warrant any interference.

19. The claim of Respondent No. 1 arises under the Electricity Act, 2003 and the HERC Electricity Supply Code, 2014, and is in the nature of a statutory liability incurred by the erstwhile consumer, M/s Aircel, during its occupation of the premises. Electricity is a basic public utility and falls squarely within the ambit of public law. Accordingly, the dues payable to a public distribution licensee such as Respondent No.1 are not merely contractual liabilities but statutory obligations linked to the consumption of a public resource and the use of infrastructure regulated by law.
20. The dues payable to Respondent No. 1 for the electricity consumed at the subject premises have not been awarded under the Resolution Plan. Ld. NCLT does not possess jurisdiction to adjudicate upon the validity, correctness, or enforceability of statutory claims arising under the Electricity Act, 2003. Such matters fall within the domain of public law and are governed by special statutes, which must be enforced through their own statutory mechanisms.
21. The Appellant, following the termination of the lease, has now reassumed possession and seeks a fresh electricity connection in its own name. Respondent No. 1 is not seeking to recover dues from the Corporate Debtor, but rather seeks to enforce its statutory rights under the applicable laws, which provide that a new electricity connection may be denied for a premises until outstanding dues relating to that premises are cleared. Hence, the claim made by Respondent No. 1 is entirely premises-based and is not affected by the provisions of the IBC or the clean slate doctrine.

In light of the foregoing submissions, the para-wise reply is as under:

PARA-WISE REPLY:

1. That the contents of paragraph no. 1 are a subject matter of verification.
2. That the contents of paragraph no. 2 are a matter of record.
3. That the contents of paragraph no. 3 are a matter of record.
4. That the contents of paragraph no. 4 are a matter of record. However, it is respectfully submitted that UV Asset Reconstruction Company Limited (Respondent No. 3), as per the terms of the approved Resolution Plan, was under an obligation to obtain prior approval from the Reserve Bank of India (RBI) for the acquisition of shares in the Corporate Applicants. The relevant clause of the NCLT order dated 09.06.2020 (Annexure A-2) approving the Resolution Plan has been reproduced hereinbelow for ready reference:

“6.6. Approvals from regulatory authorities

xxx xxx xxx

6.6.2. The RA is an asset reconstruction company, having been licensed to act as such by RBI. Hence, RA will require approval of RBI to acquire shares in the corporate applicants.

The RA submits that it shall apply for such approval after the Resolution Plan is approved by this Adjudicating Authority.”

However, it is pertinent to note that Respondent No. 3 has, on its own admission, communicated that it was unable to obtain the requisite approvals from the RBI for acquiring shares in the Corporate Applicants, as mandated under the approved Resolution Plan. Consequently, Respondent No. 3 submitted before the Adjudicating Authority that it could not act as the Resolution Applicant and sought substitution by another eligible entity. However, the said request for substitution was rejected, and the appeal filed by Respondent No. 3 challenging this decision was dismissed by the Hon'ble National Company Law Appellate Tribunal (NCLAT), New Delhi, in Company Appeal (AT) (Ins.) No. 333 of 2024, vide order dated 01.03.2024.

The relevant portion of the said order is reproduced hereinbelow for ready reference:

"Learned counsel for the Appellant submits that in view of the circular issued by the Reserve Bank of India, Asset Reconstruction Companies cannot be Resolution Applicants unless they have achieved certain net worth, which the present Appellant has not. The Reserve Bank of India has also issued a show cause notice against the Appellant, which matter is pending consideration before the Hon'ble Delhi High Court. Learned counsel for the Appellant submits that the Appellant cannot be Resolution Applicant in view of the clouds on the eligibility of the Appellant, hence, he has prayed for substituting another Resolution Applicant."

Respondent No. 1 is merely acting in accordance with the applicable regulatory framework. As per Sales Circular No. D-95/2001, which governs the eligibility for release of new electricity connections, no reconnection or new connection shall be provided to any premises where arrears are outstanding on any account of the Nigam, unless such dues are cleared in advance. Respondent No. 1 is not seeking to recover the said outstanding dues from the Corporate Debtor. The actions of Respondent No. 1 are confined solely to enforcing the applicable conditions under the governing circulars in relation to the premises for which the Appellant seeks a fresh electricity connection. The relevant portion of the circular has already been cited above and is not being reproduced here for the sake of brevity. Further, the Appellant has wrongly contended that the Post CIRP and CIRP dues cannot be demanded by DHBVN after the approval of the resolution Plan. There has been no dispute as regards the outstanding electrical dues post CIRP, as is mentioned in the Interim Application filed by the DHBVN in Company Appeal No. 298 of 2018. The Interim Application is pending adjudication before the NCLT and the status quo qua disconnection of electricity connection was duly vacated vide the Order dated 10.10.2023. The Respondent No. 1 is pursuing its remedy for recovery of post CIRP dues in accordance with law. However, if the Appellant needs connection for the premises in question prior to such recovery, the Respondent no. 1 can legally seek recovery of such dues in accordance with the provisions of Electricity

Act and the regulations framed thereunder. It is however, mentioned that in the event the amount is recovered from the Respondent no. 2, the same shall be adjusted against the account of the Respondent no. 1. As such, it is wrongful for the Appellant to contend that no amount can be recovered by the Respondent no. 1.

5. That the contents of paragraph nos. 5-7 are misleading and incorrect. It is respectfully submitted that the disconnection and continuation of electricity supply to M/s Aircel was undertaken strictly in accordance with applicable laws and regulations. At the time when the Appellant issued its first legal notice dated 29.05.2018, M/s Aircel was already undergoing corporate insolvency resolution proceedings (CIRP) before the Hon'ble National Company Law Tribunal (NCLT), having been admitted under Section 10 of the Insolvency and Bankruptcy Code, 2016 ("IBC"). It is pertinent to highlight that, during the pendency of the CIRP, a moratorium under Section 14 of the IBC was in effect. In particular, Section 14(2) provides that the supply of essential goods or services—including electricity—shall not be terminated, suspended, or interrupted during the moratorium period, subject to the corporate debtor's payment of current dues. Accordingly, in compliance with the mandate of Section 14(2) of the IBC, the electricity supply to M/s Aircel could not have been disconnected at that stage, and any such action would have constituted a violation of the statutory moratorium. Despite this, Respondent No. 1 issued several notices to M/s Aircel for the payment of outstanding dues, including communications dated 01.06.2018, 23.07.2018 (Annexure R-2), and 06.08.2018 (Annexure R-3) during the moratorium period. During the pendency of the Corporate Insolvency Resolution Process (CIRP), the obligations under Section 14(2) of the IBC, which mandate the continuity of essential services—including electricity—take precedence over any conflicting statutory, regulatory, or contractual provisions. In view thereof, Respondent No. 1 was legally bound to comply with the moratorium and continue electricity supply to M/s Aircel, subject to the payment of current dues, notwithstanding any notices issued by the Appellant. Furthermore, the electricity dues for the period April, 2018 till March, 2019 were subsequently cleared by M/s Aircel vide payments made on 13.03.2019, 04.04.2019 and 16.05.2019, which is duly reflected in the payment ledger appended herewith marked as Annexure R-1. Hence, the allegations made by the Appellant that Respondent No. 1 acted in contravention of the HERC (Electricity Supply Code), 2014 and the applicable Sales Manual Instructions are misconceived, factually incorrect, and are hereby categorically denied. Respondent No. 1 has acted strictly in conformity with the overriding provisions of the IBC, which prevailed during the subsistence of the moratorium.
6. That the contents of paragraph 8 are denied as being factually incorrect and misleading. The Respondent No. 1 acted strictly in accordance with law and the applicable regulatory framework while restoring the electricity supply to

M/s Aircel. The assertions made in paragraph 8 are misleading to the extent that the representation received from M/s Deloitte Touche Tohmatsu India LLP, via email dated 09.03.2018, and did not state that the insolvency application of M/s Aircel was likely to be admitted before the Ld. NCLT, Mumbai. A copy of the email and letter dated 09.03.2018 is appended herewith and marked as Annexure R-4 (Colly). On the contrary, the communication clearly stated that the company was already under moratorium at the time of disconnection. The relevant portion of the said email is reproduced below for ready reference:

"As you will be aware any corporate debtor that is admitted into CIRP is the beneficiary of a legal moratorium pursuant to section 14 of the Code. In particular, and pursuant to section 14(2) of the Code which states 'The supply of essential goods or services to the corporate debtor as may be specified shall not be terminated or suspended or interrupted during the moratorium period.'

Given that the Company was subject to this moratorium at the time of your disconnection your actions (albeit being unaware of the Company's CIRP status) are in clear contravention of the Code.

We would respectfully ask that you comply with section 14(2) of the Code and restore supply immediately."

Furthermore, the Respondent No. 1 did not act unilaterally but, in fact, acted with due diligence. Upon receiving the email from M/s Deloitte on 09.03.2018, the Respondent No. 1 promptly consulted its legal team on the same day, seeking clarification on whether the electricity supply was to be resumed. In response, the legal team advised the Petitioner, to restore the electricity connection in order to comply with the requirements of the Insolvency and Bankruptcy Code, 2016 (IBC). Hence, the allegation of the Appellant that the Respondent No. 1 restored the electricity connection on its own risk, whims, and fancies is misconceived, incorrect, and contrary to record.

7. That the contents of paras 9 and 10 are wrong, misleading, and are specifically denied. It is respectfully submitted that Respondent No. 1 had issued a legal notice to M/s Aircel on 23.07.2018, calling upon them to clear the outstanding dues. However, no response was received from the Interim Resolution Professional (IRP) or any authorised representative. Consequently, a follow-up notice was again issued to M/s Aircel on 06.08.2018. In view of continued non-payment of dues, the electricity connection to the subject premises was once again disconnected on 12.11.2018. Copies of the said notices are annexed herewith as Annexure R-3 and Annexure R-4. However, it is submitted that a letter dated 12.11.2018 was received from the IRP, informing the Petitioner that the moratorium period under Section 14 of the Insolvency and Bankruptcy Code, 2016 had been extended until 14.01.2019. The said letter also reiterated that, in terms of Section 14(2) of the IBC, the supply of essential goods and services,

including electricity, to the corporate debtor could not be terminated during the moratorium period, and accordingly requested restoration of electricity supply. A copy of the letter dated 12.11.2018 is appended herewith and marked as Annexure R-5. Pursuant to this, on 16.11.2018, the Petitioner, after obtaining legal advice on the issue, resumed the supply of electricity, and the same was accordingly restored. Further, electricity dues for the period from October, 2019 till July, 2020 were paid by M/s Aircel, and accordingly, there was no disconnection of the electricity supply during the said period. A copy of the said letter dated 16.11.2018 is appended herewith and marked as Annexure R-6. It is submitted that the Appellant is relying on incorrect and misleading facts in an attempt to justify its claims, and the allegations made therein are baseless and liable to be dismissed.

8. The contents of paras 11 and 12 are denied as being factually incorrect and misleading. It is respectfully submitted that Respondent No. 1, vide letters dated 17.07.2022, 27.07.2022 and 23.08.2022 had repeatedly directed M/s Aircel and Respondent No. 2 to clear the outstanding electricity dues to avoid disconnection. Furthermore, as rightly acknowledged by the Appellant, Respondent No. 1 was restrained from effecting disconnection of electricity supply in view of the interim directions passed by the Ld. NCLT vide order dated 07.09.2022. These facts clearly establish that the Respondent acted diligently, in good faith, and in compliance with legal obligations, and any suggestion to the contrary is baseless and untenable. A copy of letter dated 27.07.2022 is appended herewith and marked Annexure R-7.
9. The contents of paragraph 13 are denied as being factually incorrect and unsubstantiated. As noted by the Appellant itself in the preceding para (para 12), the Ld. NCLT, Mumbai Bench, vide order dated 07.09.2022 in I.A. No. 2454/2022 (Annexure A-5), directed Respondent No. 1 not to disconnect the electricity supply to the premises of Respondent No. 2. The Appellant has failed to explain or substantiate that the monthly fixed charges that were accumulating at the rate of ₹6,53,823/-, or how such accumulation was calculated. Furthermore, the allegation that Respondent No. 1 has failed to act in accordance with the Electricity Act, 2003 and applicable statutory regulations is vague and baseless, as the Appellant has not identified any specific provision that was allegedly violated. In the absence of any legal or factual foundation, these allegations stand denied in their entirety.
10. The contents of para 14 are denied as being factually incorrect and mis-projected. The Respondent no. 1 is entitled to pursue its statutory remedy to recover pending dues from subsequent occupier. The Appellant has wrongly projected that the Respondent no. 1 had given up its pending dues. As is evinced from the payment ledger appended herewith, the electricity dues for the period April, 2018 till March, 2019 were subsequently cleared by M/s Aircel vide payments made on 13.03.2019, 04.04.2019 and 16.05.2019. Further, current electricity charges for the period from April, 2019 till July, 2020 were paid by M/s Aircel. The filing of IA by the Respondent before Ld.

NCLT is a matter of record. The Respondent has categorically mentioned in the said application that the post CIRP dues are being claimed and there is no dispute qua the validity of the same.

11. The contents of para 15 are incorrect and are specifically denied. It is submitted that the Appellant has failed to substantiate the basis on which it alleges that the Corporate Debtor did not make payments for the months April 2018 and May 2021. In fact, the Corporate Debtor duly made payment for electricity charges for period 01.04.2018 to 01.05.2018. Only the payment for the month of March 2018 was not received. However, the Respondent pursued for the recovery of the same. There is no inconsistency in the stand of the Respondent. In all fairness, a detailed ledger has been placed on record evincing complete payment details. A perusal of the same in the backdrop of foregoing submissions adequately evince that the Respondent had acted in accordance with law to seek recovery of the outstanding amounts.
12. That the contents of para 16 are a matter of record.
13. That the contents of para 17 are a subject matter of verification.
14. That the contents of para 18 are incorrect and are specifically denied. It is submitted that the final Permanent Disconnection (PDCO) of the electricity connection was effected on 27.10.2023 (Annexure A-10), and all bills were raised strictly in accordance with the applicable legal framework and statutory requirements. The Appellant has failed to substantiate the basis of its claim that the electricity connection was disconnected in the third week of January 2023. Mere non-usage of electricity subsequent to January, 2023 does not tantamount to disconnection unless the same is done by the Respondent no. 1 with issuance of Disconnection Order.
15. That the contents of para 19 are a matter of record.
16. That the contents of para 20 are misleading and are specifically denied. It is submitted that the Permanent Disconnection (PDCO) of the electricity connection, along with the removal of the meter, took place on 27.10.2023. This fact, acknowledged by the Appellant itself, clearly establishes that the electricity connection remained active until 27.10.2023. Accordingly, the contention made in paragraph 18 of the Appellant's petition—that the connection was disconnected in January 2023—is incorrect and stands denied.
17. That the contents of paragraph 21-23, being reference to the contents of the complaint filed by the Appellant before CGRF, are a matter of record. It is however, submitted that the complaint dated 14.12.2023, as alleged to have been filed by the Appellant, has not been placed on record, nor has it been substantiated with any supporting material. In the absence of such evidence, the assertions made in this paragraph cannot be accepted.
18. That the contents of paras 24 to 26 are a matter of record.
19. That the contents para 27 are a subject matter of verification.
20. That the contents of para 28 are a matter of record.

21. That the contents of paragraph 29 are misleading and are denied to the extent that there was any misrepresentation as regards the net payable amount due to Respondent No. 1. It is submitted that while the gross outstanding amount initially stood at ₹9,61,75,860/-, after adjusting for the security deposit and applicable late payment surcharge, the amount payable stands at ₹8,17,21,266/-. It is further submitted that the fact that Respondent No. 1 may have claimed a particular amount before the Ld. NCLT in relation to the same matter does not, in any manner, negate or reduce the total lawful dues recoverable under the applicable statutory framework. Accordingly, the final net amount payable by the Appellant to Respondent No. 1 remains ₹8,17,21,266/-, in the event NOC and consequently fresh connection is desired by the Appellant at this stage.
22. That the contents of para 30 are a matter of record.
23. That the contents of para 31, as projected, are incorrect and are specifically denied. As admitted by the Appellant themselves, there is nothing on record to substantiate the allegation that it ever requested a detailed breakup of the total dues amounting to ₹8,17,21,266/-, including any bifurcation between pre-CIRP, CIRP, and post-CIRP dues. In the absence of any such communication or request, the allegation is without basis. For clarity and transparency, a detailed ledger has been annexed herewith and marked as Annexure R-1, capturing the dues payable by the Appellant for the period from February 2018 to December 2023.
24. That the contents of paras 32-33 are a matter of record.
25. That the contents of para 34 are misleading and are denied to the extent that the Appellant has failed to substantiate or explain how the reply filed by Respondent No. 1 allegedly contained false statements or was contradictory to the documents placed on record. No specific instances or supporting material have been cited in this regard. It is further clarified that the total gross amount payable by the Appellant stood at ₹9,61,75,860/-, and after adjusting the said amount with the security deposit and applicable late payment surcharge, the net payable amount stands at ₹8,17,21,266/-.
26. That the contents of paras 35 and 36 are a matter of record.
27. That the contents of para 37 are a matter of record.
28. That the contents of para 38 are incorrect and specifically denied. The allegation that the Ld. CGRF dismissed the complaint of the Appellant without proper reasoning is incorrect and baseless.
29. That the contents of para 39 are wrong and are denied in toto. The contention of the Appellant that neither them nor the property in question is liable to pay any electricity dues on behalf of the Corporate Debtor is specifically denied. The grounds raised by the Appellant in support of this claim are incorrect, misconceived, and shall be dealt with individually in the following sub-paras.

- A. In response to the contents of this sub-para, it is submitted that Respondent No. 1 has already submitted, in its preliminary objections, that the Appellant lacks locus standi to file the present Appeal. Furthermore, neither the Ld. CGRF nor the Hon'ble Electricity Ombudsman is legally obligated to entertain the present Appeal, as it does not fall within the definition of a "complaint" under the HERC Regulations, 2020. The detailed reasoning in support of this objection has already been addressed above and is not being reproduced here for the sake of brevity. Hence, the Ld. CGRF was justified in dismissing the complaint at the threshold.
- B. The contents of this sub-para, being reference to Section 60(5) of the Insolvency and Bankruptcy Code, 2016, are a matter of record. Suffice to state that the in the preset appeal, issue is concerning the statutory right of the Appellant to seek outstanding dues for fresh electricity connection from new occupier of premises in question. The law with respect to the same is well settled, as per which, if the Appellant has to seek NOC/ fresh electricity connection for the disputed premises, the outstanding dues have to be cleared by them.
- C. The contents of this sub-para, as projected, are incorrect and denied. It is submitted that Respondent No. 1 has acted strictly in accordance with the applicable legal framework, as already discussed in detail in the preceding paragraphs. All actions taken by Respondent No. 1 are in compliance with the governing laws and regulations, and no deviation from the same has occurred. Accordingly, Respondent No. 1 has rightfully claimed the outstanding dues from the Appellant, as per law.
- D. The contents of this sub-para are incorrect and hence, denied. Respondent No. 1 has acted strictly in accordance with the applicable rules and legal framework. The Appellant has failed to explain why electricity dues outstanding against the premises in question cannot be recovered from it, for which the liability is legally maintainable against the subsequent occupant. It is also pertinent to note that the issue of post-CIRP dues amounting to ₹5,21,74,234/- is already sub judice before the Ld. NCLT, Mumbai. As per Sales Circular No. D-95/2001, if Respondent No. 1 recovers any amount, in whole or in part, from the previous consumer through legal proceedings or otherwise, the amount deposited by the new owner or occupier may be refunded to that extent. This legal position has already been elaborated in the preceding submissions. Accordingly, as the dues of Respondent No. 1 remain under adjudication, issuance of a NOC to the Appellant is neither warranted nor permissible at this stage without clearance of such dues.
- E. The contents of this sub-para, as projected, are incorrect and hence, denied. The Respondent no. 1 has appended herewith a detailed

payment ledger (Annexure R-1), which elucidates the outstanding payment and the period.

- F. The contents of this sub-para, as projected, are incorrect and hence, denied. It is submitted that the proceedings before the Ld. NCLT and the proceedings herein are distinct and independent. The fact that the Appellant is seeking a different quantum of relief before the NCLT does not, in any manner, negate or extinguish Respondent No. 1's claim for the full outstanding amount recoverable under the applicable legal framework before another competent forum, in the event the Appellant seeks to get the electricity connection prior to the recovery of such dues through other mode. It is however reiterated that in the event the Respondent no. 1 receives such dues through the order of the Ld. NCLT, the same shall be adjusted against the account of the Appellant. Accordingly, the ground raised by the Appellant is misconceived and is liable to be dismissed.
- G. The contents of this sub-para, as projected, are incorrect and hence, denied. It is submitted that the premises in dispute in the present petition were leased to M/s Aircel, which was the consumer of electricity supplied by Respondent No. 1. The dues arising from such consumption have not been paid by M/s Aircel, and accordingly, Respondent No. 1 has approached the Ld. NCLT, Mumbai for recovery of post-CIRP dues (Annexure A-7). The Respondent has invoked its remedy under Section 60(5) of the Insolvency and Bankruptcy Code, 2016, in accordance with law. The ground raised by the Appellant—that the issues involved in the present case are unconnected with the insolvency of M/s Aircel—is misconceived and denied. While Respondent No. 1 does not dispute the jurisdiction of the Ld. NCLT to adjudicate the claim of post-CIRP dues, it is submitted that under the applicable legal framework, as discussed in detail in the preceding paragraphs, no new electricity connection can be granted to the Appellant unless the outstanding dues on the premises are duly resolved. The outcome of proceedings before the NCLT will, therefore, have a direct bearing on determining the liability of the Appellant towards Respondent No. 1 for the purpose of securing a new electricity connection. Hence, the ground of the Appellant seeking to dissociate the present dispute from the insolvency of M/s Aircel is incorrect and misconceived.
- H. The contents of this sub-para are incorrect and hence, denied. As submitted in detail in the preceding paragraphs, a NOC for the electricity connection cannot be issued until all outstanding dues related to the premises are paid in full. Furthermore, as discussed at length in the preliminary submissions made above, the complaint filed by the Appellant does not fall within the scope of a "complaint" under

the HERC Regulations, 2020. Accordingly, the Ld. CGRF was justified in dismissing the Appellant's petition at the threshold.

- I. The contents of this sub-para are incorrect and hence, denied. The Appellant is not eligible to be treated as an "Applicant" for the purposes of seeking a new electricity connection, as it is expressly barred from doing so under Sales Circular No. D-95/2001. The said circular, as already referred to above (but not reproduced here for the sake of brevity), clearly stipulates that no new connection or reconnection shall be provided to any premises where arrears are outstanding on any account due to the Nigam, unless such arrears are cleared in advance. Moreover, the Appellant has not submitted any application for a new electricity connection to date. Therefore, it does not qualify as a "consumer" under the HERC Regulations, 2014. This position has been explained in detail in the preliminary objections and is not being reproduced here again for the sake of brevity.
- J. The contents of this sub-para are incorrect and hence, denied. The Appellant has failed to substantiate or explain how the proceedings conducted by the Ld. CGRF were improper or contrary to law. It is also erroneous to assert that this unsubstantiated allegation forms the sole basis for seeking to set aside the impugned order. In the absence of any concrete material or reasoning to support this claim, the ground is baseless and liable to be rejected.
- K. The contents of this sub-para are incorrect and hence, denied. It is incorrect to allege that Respondent No. 1 was aware of the lease deed executed between the Appellant and M/s Aircel. Any attempt to impute knowledge or liability upon Respondent No. 1 regarding the terms and conditions of the said lease deed is baseless and specifically denied. As elucidated above, the Respondents no. 1 is pursuing all its legal remedies for recovery of outstanding dues. Appellant is liable to clear such dues in the event they want NOC for release of fresh connection in accordance with the provisions of the Haryana Electricity Supply Code, 2014. In the event and to whatever extent such dues are recovered through order of Ld. NCLT in future, the same shall be adjusted against the account of the Appellant.
- L. The contents of this sub-para are incorrect and hence, denied. As reiterated above, Respondent No. 1 is not concerned with inter-se lease deed executed between the Appellant and M/s Aircel. Any attempt to attribute knowledge of or liability arising from the terms and conditions of the said lease deed to Respondent No. 1 is unfounded, misconceived, and specifically denied.
- M. The contents of this sub-para are incorrect and hence, denied. As already stated in the preceding paragraphs, the electricity connection to the premises in question was restored and disconnected on multiple occasions in accordance with due process. Multiple notices were also

issued to M/s Aircel and Respondent No. 2, calling upon them to clear their dues, failing which disconnection was to follow. It is pertinent to note that Respondent No. 1 acted strictly in accordance with the applicable legal framework, and all disconnections were carried out lawfully. These facts have already been discussed in detail in the preceding submissions and are not being reproduced here again for the sake of brevity.

- N. The contents of this sub-para are incorrect and hence, denied. The Respondent No. 1 is not disputing or seeking to override direction of Ld. NCLT. However, as regards recovery of post CIRP dues, the Respondent no. 1 has validly moved an application under Section 60(5) of the IBC Code. In the present case, Respondent No. 1 is not seeking recovery from the Corporate Debtor but, in accordance with the applicable laws and regulatory framework, is pursuing recovery of arrears from the entity now seeking a new electricity connection for the same premises previously occupied by the Corporate Debtor. Hence, the allegation that Respondent No. 1 is acting in contravention of the order of the Ld. NCLT is baseless and untenable.
- O. The contents of this sub-para are incorrect and hence, denied. The allegation made by the Appellant—that the dues of Respondent No. 1 were not mentioned in the resolution plan—is unsubstantiated in view of the fact that no copy of the resolution plan has been placed on record. However, it is pertinent here to mention that the electricity dues for the period April, 2018 till March, 2019 were subsequently cleared by M/s Aircel vide payments made on 13.03.2019, 04.04.2019 and 16.05.2019, which is duly reflected in the payment ledger appended herewith marked as Annexure R-1. It is further submitted that Respondent No. 1 has not violated the resolution plan in any manner. As regards recovery of post CIRP dues, the Respondent no. 1 has validly moved an application under Section 60(5) of the IBC Code because there was no dispute qua the same. Assuming the position that the resolution plan extinguishes the liability of the Corporate Debtor, the Respondent No. 1 is acting strictly in accordance with the applicable legal framework to recover its outstanding dues entity applying for a new electricity connection in respect of the same premises previously occupied by the Corporate Debtor. As such reliance on order of Ld. NCLT is misplaced.
- P. The contents of this sub-para are incorrect and hence, denied. It is submitted that the CIRP in respect of M/s Aircel commenced on 12.03.2018. The legal notice referred to by the Appellant was issued subsequently on 29.05.2018, during the subsistence of the CIRP. It is imperative to note that during the moratorium period imposed under Section 14 of IBC, Respondent No. 1 was legally restrained from disconnecting the electricity supply. In this regard, Respondent No. 1

received a communication dated 22.06.2018 from the Resolution Professional, which specifically stated that in view of Section 14(2) of the IBC, the electricity supply being an essential service could not be disconnected during the period of moratorium. The letter further pointed out that under Sections 18 and 20 of the IBC, the Resolution Professional is duty-bound to manage the operations of the Corporate Debtor as a going concern, and continuous electricity supply was critical for discharging this obligation. Additionally, Regulation 32 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 explicitly includes electricity supply within the scope of "essential services," which are required to be maintained during the moratorium. Any disruption in such supply would be contrary to the mandate of the Code. It is also pertinent to refer to Section 238 of the IBC, which contains a non-obstante clause giving the Code overriding effect over all other inconsistent laws. Therefore, Respondent No. 1 was legally obligated to comply with the provisions of the IBC and maintain the electricity connection during the moratorium period. Accordingly, Respondent No. 1 acted strictly in accordance with the applicable legal framework, and any suggestion to the contrary is baseless and deserves to be rejected. A copy of the said letter dated 22.06.2018 is appended herewith and marked as Annexure R-8.

- Q. The contents of this sub-para, as projected, are incorrect and hence, denied. That the reliance placed by the Appellant on the judgment dated 23.01.2023 passed in CWP No. 2587 of 2015, Uttar Haryana Bijli Vitran Nigam & Anr. v. CGRF & Ors., is wholly misconceived, misplaced, and factually inapplicable to the present case. The said judgment turned entirely on its own peculiar facts, where the landlady had taken prompt and diligent steps to avoid accrual of liability. In that case, the landlady not only made repeated written requests to the electricity department for disconnection upon the tenant's default but also approached the Civil Court and obtained an order directing disconnection, which the electricity officials deliberately failed to comply with. The Hon'ble High Court upheld the CGRF's reasoning that any escalation in dues was attributable solely to the gross inaction and dereliction of duty by departmental officials, and not to the landlady, who was not in default. In stark contrast, in the present case, there is no misconduct or inaction by Respondent No. 1. On the contrary, Respondent No. 1 acted strictly in accordance with applicable legal and regulatory provisions. Therefore, the Appellant's reliance on the aforementioned judgment is not only factually distinguishable but legally untenable, and the same deserves to be rejected outright.

- R. The contents of this sub-para, as projected, are incorrect and hence, denied. It is specifically submitted that the representation received from M/s Deloitte Touche Tohmatsu India LLP, via email dated 09.03.2018 did not state that the insolvency application of M/s Aircel was likely to be admitted before the Ld. NCLT, Mumbai. On the contrary, the communication clearly confirmed that the company was already under moratorium at the time of disconnection, in terms of Section 14 of the Insolvency and Bankruptcy Code, 2016. Furthermore, Respondent No. 1 did not act unilaterally. Upon receipt of the said email, Respondent No. 1 immediately and proactively consulted their legal team and as per advise, the electricity connection was restored in order to ensure compliance with the requirements under the Insolvency and Bankruptcy Code, 2016. These facts have already been elaborated in the preceding paragraphs and shall be read as part of present response.
- S. The contents of this sub-para, as projected, are incorrect and hence, denied. The issues raised therein have already been duly addressed in the preceding paragraphs and shall be read as part of present response. The same are not being reproduced here again for the sake of brevity.
- T. The contents of this sub-para, as projected, are incorrect and hence, denied. The Appellant has failed to identify or establish which specific Sales Circulars or applicable regulations were allegedly violated or not followed by Respondent No. 1. Moreover, the issues raised in this ground have already been dealt with in detail in the preceding paragraphs and are not being reproduced here for the sake of brevity. The same shall be read as part of present response by reference.
- U. The contents of this sub-para are incorrect and hence, denied. The Appellant is selectively reading the statutory provisions to state that the electricity should have been discontinued by the Respondent no. 1. However, while alleging so, the Appellant had lost sight of the fact that the Respondent no. 2 was under moratorium and the Respondent no. 1 was legally obligated to continue supply of electricity during such period.
- V. The contents of this sub-para are incorrect and hence, denied. It is reiterated that the Corporate Debtor, M/s Aircel paid electricity dues for the period from October, 2019 till July, 2020 and accordingly, there was no disconnection of the electricity supply during the said period. Hence, there was no disconnection of electricity supply during this time. Moreover, as already stated in the preceding paragraphs, disconnection of electricity could not have taken place during the moratorium period imposed under Section 14 of the Insolvency and Bankruptcy Code, 2016. Respondent No. 1 acted in compliance with the applicable legal provisions.

- W. The contents of this sub-para are incorrect and hence, denied. The electricity dues for the period from October, 2019 till July, 2022 were paid by M/s Aircel, and accordingly, there was no disconnection of the electricity supply during the said period. Respondent No. 1, vide letters dated 29.10.2020, 17.07.2022, and 23.08.2022 called upon M/s Aircel and Respondent No. 2 to clear the outstanding electricity dues in order to avoid disconnection of supply. Furthermore, as has been acknowledged by the Appellant itself, Respondent No. 1 was subsequently restrained from effecting disconnection of electricity supply pursuant to the interim directions passed by the Ld. NCLT vide order dated 07.09.2022. These facts clearly demonstrate that Respondent No. 1 acted diligently, in good faith, and in accordance with its legal obligations. Any suggestion to the contrary is unfounded and misconceived.
- X. The contents of this sub-para are incorrect and hence, denied. As reiterated in the preceding paragraphs, M/s Aircel paid its electricity dues for the period October, 2019 till July, 2022. Subsequent thereto, status quo was ordered by Ld. NCLT on 07.09.2022. Accordingly, there was no disconnection of electricity supply during this time.
- Y. The contents of this sub-para are incorrect and hence, denied. As already stated in the preceding paragraphs, Respondent No. 1 was restrained from disconnecting the electricity supply in view of the directions issued by the Ld. NCLT, Mumbai Bench, vide order dated 07.09.2022 in I.A. No. 2454/2022 (Annexure A-5), wherein Respondent No. 1 was specifically directed not to disconnect the electricity supply to the premises of Respondent No. 2. This position has already been discussed in detail above and is not being reproduced here for the sake of brevity.
- Z. The contents of this sub-para are incorrect and hence, denied. The issues raised therein have already been addressed in detail in the preceding paragraphs and are not being reproduced here again for the sake of brevity.
- AA. The contents of this sub-para are incorrect and hence, denied. The issues raised therein have already been addressed in detail in the preceding paragraphs and are not being reproduced here again for the sake of brevity.
- BB. The contents of this sub-para are a matter of record.
- CC. The contents of this sub-para are incorrect and hence, denied. The issues raised therein have already been addressed in detail in the preceding paragraphs and are not being reproduced here again for the sake of brevity.
- DD. The contents of this sub-para, being reference to provisions of IBC, 2016 does not warrant any specific response.

- EE. The contents of this sub-para, being reference to provisions of IBC, 2016 does not warrant any specific response.
- FF. The contents of this sub-para, being reference to provisions of IBC, 2016 does not warrant any specific response.
- GG. The contents of this ground are denied and are inconsistent with the earlier grounds B and G of the present appeal. In those grounds, the Appellant had asserted that the present case is not connected with the insolvency of M/s Aircel and that the Ld. NCLT does not have jurisdiction to adjudicate the Appellant's liability to pay dues to Respondent No. 1. Furthermore, in ground B, the Appellant relied on a judgment of the Hon'ble Supreme Court to contend that the NCLT and NCLAT must exercise caution to ensure they do not encroach upon the legitimate jurisdiction of other courts. However, the contents of the present ground are contradictory, as the Appellant now claims that the NCLT has the jurisdiction to adjudicate the claims of M/s Aircel. It is submitted that this issue is already sub judice before the Ld. NCLT, Mumbai in IA No. 1746 of 2023. The issues raised herein have already been dealt with in detail in the preceding paragraphs and are not being reproduced here for the sake of brevity.
- HH. The contents of this sub-para, as projected are incorrect and hence, denied. The interim application filed by the Respondent no. 1 before NCLT is legal and valid. It is the case of the Respondent No. 1 that until such dues are recovered wither through the order of the Ld. NCLT or through subsequent occupier of premises, the fresh electricity connection cannot be released. In the event such dues are recovered through the Monitoring Committee of the Respondent No. 2 subsequently, the dame shall be adjusted against the account of the Appellant.
- II. The contents of this sub-para, as projected, is incorrect. The Appellant has failed to substantiate or properly explain the applicability of the judgments it has relied upon. Furthermore, it is submitted that the Appellant's right to receive electricity is not being denied; however, such a right must be exercised strictly in accordance with the applicable laws and regulations. This includes the obligation to clear all requisite charges and dues as per the prevailing legal framework before any new electricity connection can be granted.
- JJ. In response to this sub-para, as already stated in the preceding paragraphs, the amount claimed from the Appellant by Respondent No. 1 is strictly in accordance with the applicable laws and regulatory framework. Accordingly, the relief sought by the Appellant is without merit and ought not to be granted.

Prayer clause is denied.

PRAYER

In view of the foregoing, it is most humbly prayed that the present appeal may be dismissed being untenable and bereft of any merit, in interest of justice.

F. Vide email dated 23.07.2025 counsel of appellant has submitted rejoinder which is as under: -

Para 1 to 3. The contents of these paragraphs are matters of record, hence, no reply is required.

4. The contents of paragraph 4 are wrong and denied, the appellant has not preferred any proceedings before the Hon'ble NCLT, Mumbai or any other Court or Forum in regard to the alleged electricity dues of M/s Aircel Ltd. claimed from the appellant by the DHBVNL. In so far as, the IA No.1746 of 2023 filed by DHBVNL against M/s Aircel is a matter of record, however, the pendency of the same cannot be a bar against this Hon'ble Forum and/or CGRF to decide the liability of the appellant in respect of the dues of the M/s Aircel being foisted upon the appellant by the DHBVNL.

5. No reply is required.

REPLY TO THE PRELIMINARY SUBMISSIONS /OBJECTIONS:

6. That the contents of paragraph 6 are wrong and denied in toto, and the same are based on total misreading of the Haryana Electricity Regulatory Commission (Forum and Ombudsman) Regulations, 2020(hereinafter referred to as Regulations) by the DHBVNL.

Regulation 1.5(d) defines "Complainant" and it means and includes, an applicant for a new electricity connection. Further, Regulation 1.5(e) (ii) states that the "Complaint" means any grievance in writing made by a Complainant that the electricity services hired or availed or agreed to be hired or availed of by him suffer from defect or deficiency in any respect. And further, Regulation 1.5(e)(vi) states that breach has occurred of any obligation by the licensee which adversely affects any consumer or which the Forum may consider appropriate to be treated as a complaint.

It is important here to point out that Regulation 1.5(f) defines the "Consumer" and it includes a person applying for a new connection. The consumer grievance [Regulation 1.5(g)] means and includes billing disputes of any nature or recovery of charges by the licensee.

7. That the contents of paragraph 7 are wrong and denied. The complaint and appeal filed by the appellant before the Learned CGRF and before this Hon'ble Forum are well maintainable as per the provisions of The Electricity Act and the Regulations mentioned hereinabove.

The provisions of Sales Circular No. D-95/2001 are not applicable in the present case and the appellant is not liable to pay any alleged arrears of M/s Aircel or Monitoring Committee of Aircel Ltd.

The alleged amount demanded from the appellant includes the electricity arrears/dues of M/s Aircel before the date of passing of the resolution plan by the NCLT, Mumbai on 09.06.2020, meaning thereby that the alleged amount claimed by the DHBVNL from the appellant includes the Pre-CIRP and during CIRP dues, which stood extinguished as per the order of the Hon'ble NCLT, Mumbai and as per provisions of Sections 31(1) and 238 of the IBC. The relevant part of Section 31(1) and Section 238 of IBC are being quoted hereunder for ready reference: -

“31. (1) If the Adjudicating Authority is satisfied that the resolution plan as approved by the committee of creditors under sub-section (4) of section 30 meets the requirements as referred to in sub-section (2) of section 30, it shall by order approve the resolution plan which shall be binding on the corporate debtor and its employees, members, creditors, [including the Central Government, any State Government or any local authority to whom a debt in respect of the payment of dues arising under any law for the time being in force, such as authorities to whom statutory dues are owed,] guarantors and other stakeholders involved in the resolution plan.”

“238. 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.”

It is well settled law laid down by a Bench of Three Learned Judges of the Hon'ble Supreme Court in the case of Ghanshyam Mishra and Sons Pvt. Ltd. v. Edelweiss Asset Reconstruction Company Ltd. (2021) 9 SCC 657 and the following has been laid down in paragraph 102.3 of the said judgment: -

“102.3 Consequently all the dues including the statutory dues owed to the central government, any state government or any local authority, if not part of the resolution plan, shall stand extinguished and no proceedings in respect of such dues for the period prior to the date on which the adjudicating authority grants its approval under Section 31 could be continued.”

Further, in any event, the appellant is not liable to pay any arrears/dues of electricity of M/s Aircel to DHBVNL for any period, whether Pre-CIRP, during CIRP and/or post-CIRP. The DHBVNL has failed in its statutory duty to recover its electricity dues from M/s Aircel, rather, DHBVNL has aided M/s Aircel malafidely by circumventing the prescribed procedure and provisions of law. The DHBVNL has admittedly disconnected the electricity connection and thereafter restored the electricity connection of M/s Aircel several times without recovering its due amount from it and it is a matter of record, that DHBVNL illegally restored the electricity connection of M/s Aircel, so that it

could get benefit of moratorium order to be passed by the Hon'ble NCLT. Further, the appellant wrote as many as 15 notices to the DHBVNL requesting them to disconnect the supply of M/s Aircel until recovery of their total electricity dues/arrears. The law is well settled that once the landlord informs the licensee to recover the electricity dues from the tenant and to disconnect the electricity supply till recovery of its dues, then in that case, the landlord is not liable to pay any electricity dues/arrears of the tenant. Furthermore, in this case the electricity connection was admittedly in the name of M/s Aircel and despite notice, the DHBVNL unauthorisedly/illegally restored the electricity connection of M/s Aircel and/or continued to provide electricity to M/s Aircel at its own risk and costs.

It is the own case of the DHBVNL that its IA No.1746 of 2023 seeking recovery of alleged electricity dues etc. from M/s Aircel is pending adjudication before the Hon'ble NCLT, Mumbai and under Section 60(5) of The IBC, 2016 the jurisdiction vests with the adjudicating authority (NCLT) to decide the claims against the corporate debtor, which in the present case is M/s Aircel Ltd. and/or Monitoring Committee of M/s Aircel. Till the time the said claims are adjudicated by the Hon'ble NCLT, no amount can be claimed as arrears by the DHBVNL, as only the Hon'ble NCLT has the jurisdiction to decide the claims made against the corporate debtor in or relating to the insolvency resolution or liquidation proceedings.

8. That the contents of paragraph 8 are wrong and denied and in the appeal/complaint and in the present rejoinder the relevant Rules, Regulations and provisions have been referred and relied upon by the appellant to maintain the present appeal.
9. That the contents of paragraphs 9 are wrong and denied and appellant is not liable to pay either in law and/or in facts of this case, the electricity dues/arrears of M/s Aircel in any manner.
10. That the contents of paragraphs 10 are wrong and denied that the appellant is subsequent owner of the premises, rather the appellant is the absolute owner of the premises in question since the year, 1972.

The DHBVNL has rightly admitted that claims of the DHBVNL have not been awarded in the resolution plan approved by the Hon'ble NCLT vide order 09.06.2020. The DHBVNL has admittedly claimed only an amount of Rs.5,21,74,234/- in their application under Section 60(5) IBC filed vide IA No.1746 of 2023 before the Hon'ble NCLT. Further, the ledger statement (Annexure R1) apparently shows that it includes the amounts which stands extinguished pursuant to order dated 09.06.2020 passed by the Hon'ble NCLT. The order of Hon'ble NCLT has been annexed as Annexure-A2 by the appellant, which is self-explanatory and it is binding upon the DHBVNL as well as this Hon'ble Forum. The appellant is filing a detailed statement of account of M/s Aircel, which is prepared from the records provided by the DHBVNL, and it clearly reflects the anomalous counting of amount due against the appellant by the DHBVNL. The statement of account is annexed

hereto as ANNEXURE-A26. The amount being demanded from the appellant by DHBVNL is Rs.8,17,21,266/-, however, the total amount being claimed in IA No.1746 of 2023 from M/s Aircel is only Rs.5,21,74,234/-, thus, the conduct of the DHBVNL is inequitable and unjust to the core.

11. That the contents of paragraph 11 are wrong and denied in toto. The relevant provisions of Regulations have already been quoted and referred to herein above to show the maintainability of complaint filed by the appellant. However, it is really perverse for the DHBVNL to state that the complaint filed by the appellant against alleged exorbitant amounts claimed from the appellant is not maintainable, it is like saying to a person that I will slap you tightly but you can't complain to the authorities. In present case the alleged amount claimed from appellant is running in crores of rupees, i.e. Rs.8,17,21,266/-.
- 12-14. That the contents of paragraphs 12-14 are absolutely wrong and denied, there is no bar under Sales Circular No. D-95/2001 and the pleas taken in these paragraphs are repetitive, which have already been replied to herein above and the same may kindly be read as part and parcel of this paragraph for the sake of brevity.
15. That the contents of paragraph 15 are wrong and denied, the Regulations quoted and relied upon by the DHBVNL do not apply to the facts and circumstances of the present case. The appellant is neither seeking transfer of connection, nor it is a case of sale or lease of property. The provisions quoted herein by the DHBVNL sought to create a liability of the appellant, therefore, the same are to be interpreted strictly, and the appellant does not fall in any of the Regulations to be imposed the liability of M/s Aircel.
16. That the contents of paragraph 16 are admitted to the extent that the delinquent electricity connection was in the name of M/s Aircel and in so far as appellant is concerned, there is no privity of contract between the appellant and the DHBVNL in so far as the said connection is concerned. In any case, in view of the afore-stated facts and circumstances of the present case including the malafide conduct of the DHBVNL, the appellant is not liable for any of the dues/arrears of M/s Aircel and/or its Monitoring Committee.

The Regulations 4.3.1 does not apply to the appellant, as there is no change of ownership/division/reconstruction of the property. Further, on drawing the analogy from these regulations, the appellant admittedly served enough number of notices to the DHBVNL requesting them to recover their electricity dues and arrears from M/s Aircel, however, since DHBVNL did not act and respond accordingly, therefore, in law as well as in facts, the appellant is not liable to clear any dues against the tenant. It is made clear here that it is not the case of recovery of alleged electricity dues from the previous owner.

- 17-18. That the contents of paragraphs 17-18 are wrong and denied and it is submitted that the judgments cited by the DHBVNL are not applicable to the facts and circumstances of the present case. However, in para 18, it is

admitted by the DHBVNL that they have withheld NOC and consequently release of electricity connection until clearance of alleged dues of M/s Aircel.

19. That the contents of paragraphs 19 are wrong and denied and the appellant is not liable to pay any dues of M/s Aircel in the facts and circumstances of the present case, as well as in view of the provisions of the IBC.
20. That the contents of paragraph 20 are wrong and denied, it is well settled law that under Section 238 of IBC, the provisions of IBC supersede any other provisions of law including the provisions of The Electricity Act, 2003. Furthermore, Sections 31 and 60(5) of the IBC governs the facts and circumstances of the present case, and in so far as corporate debtor is concerned, the jurisdiction only lies with Hon'ble NCLT against the pending dues/arrears and/or any claims made against the corporate debtor.
21. That the contents of paragraph 21 are wrong and denied, the dues which have been extinguished cannot be claimed from the appellant and furthermore, in view of the facts and circumstances narrated hereinabove, appellant is not liable for any dues/arrears of M/s Aircel.

REJOINDER TO THE PARAWISE REPLY:

- 1-4. The contents of these paragraphs 1-4 do not require any rejoinder, since the same have been replied as matters of record, and the contents of the corresponding paragraphs of the appeal are reiterated herein. However, in so far as, action and inaction of M/s UV Asset Reconstruction Company Ltd. is concerned, the appellant is neither liable nor can be made responsible for their alleged inactions. The appellant is really appalled to know that respondent no.1 is not seeking to recover the outstanding dues from the corporate debtor, rather, they want to unauthorizedly foist the liability of corporate debtor against the premises owned by the appellant, as the appellant is seeking fresh electricity connection. The circulars cited by the DHBVNL does not apply to the appellant and the DHBVNL cannot claim the Pre-CIRP and CIRP dues, which stood extinguished on or after 09.06.2020, the approval date fixed by the Hon'ble NCLT, Mumbai. In view of the provisions of Sections 31, 60(5) and 238 of IBC, the DHBVNL cannot recover and/or claim any electricity dues/arrears of M/s Aircel from the appellant.
- 5-7. The contents of these paragraphs 5-7 of the reply are wrong and denied and the contents of the corresponding paragraphs of the appeal are reiterated herein. The government company is attempting to mislead this Hon'ble Forum by distorting the facts already admitted by it in its replies filed before the Learned CGRF, as well as in the letters admittedly written by DHBVNL to M/s Aircel i.e. its letter dated 01.04.2021 and 19.04.2021 (Annexure-A4). It is admitted position on record that DHBVNL disconnected the electricity connection of M/s Aircel on 08.03.2018 for recovery/non-payment of Rs.80,95,717/- by Aircel and without any mandate of law or in order passed by the Court/Tribunal, the DHBVNL restored the electricity connection on 10.03.2018 at the request of a third party M/s Deloitte Touche Tohamatsu India LLP vide their email dated 09.03.2018. However, the moratorium period

started after passing of the order dated 12.03.2018 by the Hon'ble NCLT in Case No.CP(IB) 298/MB/2018 under Section 10 of the IBC, wherein it was ordered for the first time that, "That the supply of essential goods or services to the corporate debtor, if continuing, shall not be terminated or suspended or interrupted during moratorium period." Thus, the moratorium period in fact and in law started only on 12.03.2018, therefore, the restoration of electricity supply by the DHBVNL on 10.03.2018 without getting the payment of its dues, was a clear cut case of its vagaries, arbitrariness and malafide.

8. The contents of paragraph 8 of reply are absolute wrong and denied being totally against the settled law and applicable procedures. It appears that DHBVNL treated the email of M/s Deloitte as more than a gospel truth, the least to say in regard to the stand taken by the electricity company in this paragraph is that it is appalling. M/s Aircel could not have been treated to be under moratorium without their being an order passed by the Hon'ble NCLT in this regard and the way the action taken by the DHBVNL is being justified, is really shocking, as if there is no rule of law and the DHBVNL is not governed by any statute or regulations or mandate of law. The opinion/concurrence allegedly given by the legal department of DHBVNL speaks volumes against its conduct, if it is true.
- 9-10. The contents of paragraph 9-10 of the reply are wrong and denied and the corresponding paragraphs of the appeal are reiterated herein. However, it is rightly stated by the DHBVNL that the electricity connection was once again disconnected on 12.11.2018, however, the same was admittedly restored on 16.11.2018. Although, the DHBVNL could have gone before the Hon'ble NCLT requesting for direction against M/s Aircel to pay the outstanding amount but for some specious reasons, they restored the electricity connection of M/s Aircel on its own.
- 11-12. That the contents of paragraph 11-12 of the reply are wrong and denied and the corresponding paragraphs of the appeal are reiterated herein. It is denied that in view of the facts and circumstances of the present case, the DHBVNL did not act diligently, further, it did not act in good faith and rather they circumvented the legal provisions and prescribed procedures. The whole act and conduct of DHBVNL is arbitrary and malicious.
13. That the contents of paragraph 13 of the reply are wrong and denied and the corresponding paragraphs of the appeal are reiterated herein. The appellant issued 15 notices to DHBVNL seeking disconnection of Aircel's electricity connection till payment of its pending dues and these notices were issued between 29.05.2018 and the last notice was issued in March, 2021, however, the stay order against disconnection of electricity connection was passed by the Hon'ble NCLT admittedly vide order dated 07.09.2022, therefore, it is not a matter of complicated science to understand that the DHBVNL could have disconnected the connection of Aircel any time before the stay order was passed and could have recovered the amount due to DHBVNL from Aircel. Further, the Hon'ble NCLT would not have passed a stay order in favour of

Aircel if despite disconnection of electricity connection for non-payment, if Aircel would not have paid the electricity charges due to DHBVNL.

It is a matter of record that fixed charges of Rs.6,53,823/- per month for electricity were being charged by DHBVNL from Aircel.

The DHBVNL is statutorily bound to recover its electricity charges and to disconnect the electricity connection if charges are not paid to it. However, in this case preposterous reason was given by the DHBVNL for not disconnecting the electricity connection of Aircel, stating that the electricity connection of Aircel would not be disconnected since DHBVNL has to recover the pending amount from Aircel.

14. That the contents of paragraph 14 of the reply are wrong and denied and the corresponding paragraphs of the appeal are reiterated herein, however, it has been admitted by the DHBVNL that in the application filed before the Hon'ble NCLT, they have claimed only the post-CIRP dues from M/s Aircel and/or its Monitoring Committee, consequently, DHBVNL has admitted that pre-CIRP and during CIRP electricity dues of Aircel stands extinguished vide order dated 09.06.2020 passed by the Hon'ble NCLT. The word "extinguished" as per law lexicon means complete wiping out, destruction or annihilation and not a mere suspension. Therefore, what has been wiped out or came to an end cannot continue to stand or added as arrears in the ledger statement of DHBVNL.

In pursuance to order dated 09.06.2020 of Hon'ble NCLT, the arrears of Aircel upto June, 2020 stood extinguished and thus, in July, 2020 the arrears should have been Rs.0, however, the entry at serial No.41 of the ledger statement filed by DHBVNL shows the arrears of Rs.5,06,07,617.70. The DHBVNL cannot recover an amount from the appellant, which stood extinguished as per the settled law laid down by the Hon'ble Supreme Court as well as per the provisions of IBC. The amount which stood extinguished cannot be accounted for in the account statement of M/s Aircel as the pending dues. Thus, the ledger statement of Aircel filed by DHBVNL is perse defective and DHBVNL cannot demand an arbitrary amount from the appellant.

15. That the contents of paragraph 15 of the reply are wrong and denied and the corresponding paragraphs of the appeal are reiterated herein.
- 16-17. That the contents of paragraphs 16-17 of the reply do not require any rejoinder, since the same have been stated to be matter of record and not disputed respectively by the DHBVNL.
18. That the contents of paragraph 18 of the reply are wrong and denied and the corresponding paragraph of the appeal is reiterated herein.
19. That the contents of paragraph 19 of the reply do not require any rejoinder, since the same has been stated to be a matter of record.

- 20 That the contents of paragraph 20 of the reply are wrong and denied and the corresponding paragraph of the appeal is reiterated herein.
- 21-23. That the contents of paragraphs 21-23 of the reply do not require any rejoinder, since the same have been stated to be matters of record.
- 24-28. That the contents of paragraphs 24-28 of the reply do not require any rejoinder, since the same have been stated to be matters of record and/or not disputed respectively by the DHBVNL.
29. That the contents of paragraph 29 of the reply are wrong and denied and the corresponding paragraph of the appeal is reiterated herein. Further, it is really astonishing that to know that DHBVNL is justifying the excess amount being demanded from the appellant, which is way higher than the amount being demanded by them from Aircel. It is an admitted fact on record that electricity connection was in the name of M/s Aircel, therefore, if an amount stood extinguished against the tenant-M/s Aircel then obviously, amount in excess to the amount being demanded from M/s Aircel neither can be demanded nor it can be recovered from the landlord-the appellant herein.
30. That the contents of paragraph 30 of the reply does not require any rejoinder, since the same has been stated to be matters of record.
31. That the contents of paragraph 31 of the reply are wrong and denied and the corresponding paragraph of the appeal is reiterated and reaffirmed herein. The appellant specifically sought bifurcation of amount being demanded against M/s Aircel dues be bifurcated by the DHBVNL in three categories of pre-CIRP, CIRP and post-CIRP dues, and nothing prevented the DHBVNL to be straight forward and put it on record the said bifurcation in the present reply.
- 32-33. That the contents of paragraphs 32-33 of the reply do not require any rejoinder, since the same have been stated to be matters of record.
34. That the contents of paragraph 34 of the reply are wrong and denied and the corresponding paragraph of the appeal is reiterated herein.
- 35-37. That the contents of paragraphs 35-37 of the reply do not require any rejoinder, since the same have been stated to be matters of record.
38. That the contents of paragraph 38 of the reply are wrong and denied and the corresponding paragraph of the appeal is reiterated herein.
39. That the contents of paragraph 39 of the reply are wrong and denied and the corresponding paragraph of the appeal is reiterated herein.

REJOINDER TO THE GROUNDS:

- A-JJ. That the contents of reply to the grounds A to JJ filed by respondent no.1 are absolutely wrong and denied in toto, and the corresponding grounds raised in the appeal are reiterated and reaffirmed herein. The averments, statement of facts and legal grounds raised in their reply to the said grounds by DHBVNL are specifically traversed and may kindly be deemed to be denied by the appellant specifically, for the sake of brevity and in view of what has been stated to hereinabove.

In view of facts and circumstances of the present case and what has been stated hereinabove as well as in the memorandum of appeal, the present appeal is liable to be allowed by this Hon'ble Forum in the interest of justice and fairness.

G. Vide email dated 04.08.2025 counsel of respondent no. 2 has submitted reply which is reproduced as under:-

1. The present Reply is being filed on behalf of the Monitoring Committee of Aircel Limited ("Respondent No. 2" or "MC") through its authorised representative Mr. Sunil Kumar to the captioned Appeal filed by Micro Devices Pvt. Ltd. ("Appellant") challenging the Final Order dated 11.03.2025 wherein the Ld. Corporate Forum for Redressal of Consumer Grievances, Gurugram ("CGRF") dismissed the complaint bearing Case Number 4796 of 2024 ("Complaint") filed by the Appellant herein.
2. It is pertinent to mention that the instant Reply is limited to the extent of bringing on record the details pertaining to corporate insolvency resolution process ("CIRP") of Aircel Limited ("Company") before the Hon'ble National Company Law Tribunal, Mumbai Bench ("NCLT") and subsequent facts. The Respondent No. 2 reserves its right to file a detailed reply on the merits of the Appeal at a later stage if required.

BRIEF BACKGROUND OF THE CIRP OF THE COMPANY

3. By way of a brief background, it is stated that in 2018, by way of order dated 12.03.2018, the Hon'ble NCLT directed commencement of the CIRP of the Company and accordingly, moratorium under Section 14 of the Insolvency and Bankruptcy Code, 2016 ("Code") read with the rules and regulations came into effect ("Admission Order").

A true copy of order dated 12.03.2018 passed by the Hon'ble NCLT is annexed hereto as ANNEXURE R-1.

4. By way of the Admission Order and in terms of the Code Mr. Vijaykumar V. Iyer was appointed as the interim resolution professional of the Respondent No. 2 and subsequently confirmed as the resolution professional of the Company in terms of the Code ("erstwhile Resolution Professional").
5. The Hon'ble NCLT *vide* its order dated 09.06.2020 approved the resolution plan ("Approved Resolution Plan") of UV Asset Reconstruction Company Limited ("UVARCL") for the Company ("Plan Approval Order").

A true copy of the order dated 09.06.2020 passed by the Hon'ble NCLT approving the Resolution Plan is annexed hereto as ANNEXURE R-2.

6. It is pertinent to note that upon the publication of the Plan Approval Order, the erstwhile Resolution Professional demitted his office. Further, pursuant to the terms of the Approved Resolution Plan, with effect from the publication of the Plan Approval Order, the MC has been constituted in respect of the Company to oversee and supervise the operations and management of the

Company in terms of the Approved Resolution Plan. Presently, the MC continues to perform and discharge their roles and responsibilities in accordance with the terms of the Approved Resolution Plan.

DETAILS OF THE LITIGATIONS PRESENTLY SUB-JUDICE BEFORE THE NCLT

7. The Respondent No. 2 filed an application before the Hon'ble NCLT bearing Miscellaneous Application No. 323 of 2018 ("Aircel Application") *inter alia* seeking directions restraining DHVBN from disconnecting the electricity connection of the National Technology Centre, Plot No. 01, Sector 18, Gurgaon, Haryana ("Premises") and from appropriating any monies towards the dues owed by the Company for the period prior to the CIRP of the Respondent No. 2.
8. The Hon'ble NCLT by way of its order dated 07.09.2022 was pleased to grant interim reliefs preventing the disconnection of the electricity to the Premises. A true copy of order dated 07.09.2022 passed by the Hon'ble NCLT is annexed hereto as ANNEXURE R-3.
9. Thereafter, DHVBN preferred to file another application bearing Interlocutory Application No. 1746 of 2023 ("DHVBN Application") for the vacation of the aforesaid interim stay on disconnection of the electricity and direction to the Company to pay the pending electricity dues. Both the Company Application and the DHVBN Application are presently *sub-judice* before the Hon'ble NCLT.
10. It is submitted that subject to reconciliation of CIRP dues and post-CIRP dues by the Respondent No. 1 and complete bifurcation of the outstanding amounts into Pre-CIRP dues, CIRP dues, and Post-CIRP dues: (i) the CIRP dues (if any) would form part of the 'insolvency resolution process costs' in term of Section 5(13) of the Code; and (ii) the post-CIRP dues, until the date for disconnection of electricity connection at the Premises) would form part of the interim management costs, payable in terms of the applicable law/ provisions of the resolution plan approved for the Company/ directions of NCLT.

PRELIMINARY SUBMISSIONS

11. It is submitted that the Ld. CGRF vide the Impugned Order has rightly declined to decide issues that are currently *sub-judice* before the Hon'ble NCLT. The Aircel Application and the DHVBN Application have been filed before the Hon'ble NCLT in terms of Section 60(5) of the Code and pertain to matters which arise out and are in relation to the CIRP of the Respondent No. 2. Accordingly, under the principles and provisions of the Code, the Hon'ble NCLT has exclusive jurisdiction with respect to the adjudication of the Aircel Application and the DHVBN Application and the issues raised therein, which pertain to the interpretation of the provisions of the Code. Therefore, at the very outset, it is submitted that there is no basis for the Appellant to approach any other forum for issues arising from and out of the CIRP of Respondent No.2, other than the Hon'ble NCLT.

12. It is further submitted that in terms of Section 238 of the Code, in case of any inconsistency between the provisions of Code and any other law in effect for the time being in force, the provisions of Code shall prevail to the extent of such inconsistency. It is submitted that the Hon'ble Supreme Court in *Gujarat Urja Vikas Nigam Ltd. v. Amit Gupta (2021) 7 SCC 209*, has categorically held that the jurisdiction of the NCLT under Section 60(5) of the Code is confined to those cases which arise solely from or relate to the insolvency of the corporate debtor, and that the NCLT and NCLAT must ensure they do not usurp the legitimate jurisdiction of other courts, tribunals, and fora when the dispute does not so arise. However, in the present case, the issues regarding the quantum and liability of electricity dues, the effect of the Approved Resolution Plan, and the appropriateness of any demand or adjustment by the Respondent No. 1 are all integrally connected to the CIRP of the Respondent No. 2 and are the subject matter of pending applications before the Hon'ble NCLT.
13. It is further submitted that the NCLT is already seized of the question whether any amount, in excess of the post-CIRP dues claimed by the Respondent No. 1 in the DHBVN Application, can be lawfully recovered from the Respondent No. 2 or its assets, or whether such claims stand extinguished by operation of the Approved Resolution Plan. This Tribunal, therefore, cannot adjudicate or even entertain any issue relating to the quantum, composition, or enforceability of the alleged dues, as doing so would directly interfere with the ongoing resolution of the Company and the statutory scheme of the Code.
14. The Appellant's dispute is essentially with Respondent No. 1 on account of an alleged refusal to issue a "No Dues Certificate" for premises owned by the Appellant. The Respondent No. 2 has neither requested nor opposed such certificate, and is therefore an unnecessary and misconceived party. The challenge to the Impugned Order by the Appellant pertains to the refusal by Respondent No. 1 to issue the certificate, which is a matter strictly between the Appellant and Respondent No. 1. The Company, as a former tenant and consumer with a separate electricity connection in its own name, has no legal or factual role in the issuance or denial of a "No Dues Certificate" to the Appellant. In fact, no reliefs have been sought by the Appellant with respect to Respondent No. 02.
15. It is further submitted that the Appellant has not alleged any act or omission on the part of Respondent No. 2 in relation to the certificate, nor is any relief sought against Respondent No. 2 in this regard. It is a settled principle of law that a party against whom no relief is claimed and who is not a necessary or proper party to the dispute ought not to be impleaded, as reiterated by the Hon'ble Supreme Court in *Ramesh Hirachand Kundanmal v. Municipal Corporation of Greater Bombay (1992) 2 SCC 524*, wherein the Court held that only those parties who are necessary for the effective and complete adjudication of the dispute should be joined. In the present case, the

presence of Respondent No. 2 serves no purpose and its impleadment is both unnecessary and misconceived.

16. It is submitted that the Ld. CGRF vide the Impugned Order has rightly declined to decide issues that are currently sub-judice before the Hon'ble NCLT by way of the Aircel Application and the DHVBN Application which have been filed before the Hon'ble NCLT in terms of Section 60(5) of the Code and pertain to matters which arise out and are in relation to the CIRP of the Company. Accordingly, under the principles and provisions of the Code, the Hon'ble NCLT has exclusive jurisdiction with respect to the adjudication of the Aircel Application and the DHVBN Application and the issues raised therein, which pertain to the interpretation of the provisions of the Code.
17. Therefore, the Respondent No. 2 respectfully submits that it has no role in the dispute between the Appellant and Respondent No. 1. The Respondent No. 2's involvement is limited to matters currently sub-judice before the Hon'ble NCLT, which alone has jurisdiction to determine all questions relating to the quantum, composition, and enforceability of any alleged electricity dues in light of the approved Resolution Plan.
18. The Respondent No. 2 reserves all rights to contest any claims or allegations before the appropriate forum and prays that this Hon'ble Tribunal refrain from adjudicating issues that are exclusively within the domain and jurisdiction of the Hon'ble NCLT, and the Hon'ble NCLT is seized of the issues relevant to Respondent No. 02 in the present controversy.
19. Thus, in view of the above submissions it is humbly prayed that:
 - (i) Affirm the Impugned Order dated 11.03.2025 passed by the Ld. CGRF; OR
 - (ii) Refrain from passing any order or direction with respect to Respondent No. 2; OR
 - (iii) Pass such other orders as this Hon'ble Tribunal may deem fit in the facts and circumstances of the case.

H. Hearing was held on 05.08.2025, as re-scheduled. All the parties were present through Video Conferencing. During the hearing, counsel for the respondent no. 2 has filed reply against the appeal which was provided to respondent no.1 and appellant. Further, appellant counsel and respondent no. 1 counsel were directed to file rejoinder against the reply filed by the respondent no. 2, if any, before the final arguments.

Accordingly, the matter is adjourned and shall now be heard for final arguments on 21.08.2025.

I. Hearing was held on 21.08.2025, as scheduled. All the parties were present.

Appeal was listed today for final arguments. Counsel for the Appellant argued the matter partly. At the outset appellant counsel referred the legal notice dated 31.03.2021 wherein appellant requested to disconnect Aircel Limited Electric connection and take action as per the electricity rules and liability of consumption of their electricity should not be passed on Micro Devices Pvt. Ltd. Also, in the legal notice he referred the CIRP of

Aircel companies stands completed by the Hon'ble National Company Law Tribunal Mumbai Bench (NCLT) on June 9th 2020. Further, he brought to the notice that in reply to the legal notice by the SDO addressed to XEN/OP dated 01.04.2021, it is mentioned that the connection of Aircel was disconnected on 08.03.2018 but reconnected on 10.03.2018 without payment of dues on the request of Deloitte Touche Tohmatsu India on the plea that companies applications to be admitted in CIRP under the insolvency bankruptcy code 2016 in NCLT Mumbai. However, NCLT Mumbai Bench pronounced the decision on 12.03.2018. Lease documents between Aircel Ltd. and Micro Devices Pvt. Ltd. were also referred wherein as per clause 8.2, it is mentioned that The LESSEE shall pay DHBVN / Electrical Authority directly, for its electricity and power bills for the Project, within the stipulated period. The LESSEE shall be responsible for all overcharges, enhancements, damages and consequences. The LESSEE shall also be liable to pay any penalty, if any. The LESSEE has its own electricity connection for the Leased Premises directly from DHBVN.

Appellant counsel further referred Hon'ble Punjab and Haryana High Court Judgment dated 23.01.2023 in CWP No. 2587 of 2015 (O&M) titled as UHBVN & Another versus Consumer Grievances Redressal Forum and Others in which Hon'ble High Court has ordered that any escalation of loss as a result of inaction cannot be fastened upon the land lady (who is the owner of the plot which was defaulter due to nonpayment of electricity dues by tenant).

In the midst of the arguments, it was pointed out by the appellant counsel that the dispute in the matter pertains to demand for outstanding dues by the Nigam for 3 different periods i.e. Pre CIRP period (which is uptill February, 2018), CIRP Period (March, 2018 till May, 2020) and Post CIRP period (June, 2020 till December, 2023). Counsel for the appellant briefly summarized the facts and made submissions with respect to bar on recovery of dues pertaining to Pre CIRP and CIRP period. During the course of the arguments, it was contended that Nigam has not provided a clear segregation of the outstanding amount for different periods, which is significant for adjudication of the matter.

On this issue, Counsel for the Respondent No. 1 pointed out that a complete ledger (Annexure R-1, filed along with the reply) has been provided clearly showing amounts due for the period February, 2018 till December, 2023. The outstanding amounts for Pre CIRP, CIRP and Post CIRP period is clearly deducible from the said ledger. She has also rendered some calculation for the post CIRP period.

Counsel representing Respondent No. 2 i.e. M/s Aircel also pointed out that the Nigam had filed an Interim Application before the NCLT with regard to claim for post CIRP dues amounting to Rs. 5,21,74,234/-, which is for the period August, 2022 till March, 2023.

In light of the submissions made by all the parties and on request of the Appellant's counsel, The Respondent Nigam is directed to submit 3 different ledgers for Pre CIRP, CIRP and Post CIRP period clearly showing the amount due for the said respective period only. The needful shall be done by the Respondent within a period of one week from this order.

The matter shall be taken up for further arguments thereafter on 05.09.2025.

J. Vide email dated 04.09.2025, counsel of Respondent No. 1 (DHBVNL) has submitted additional documents/ submissions which is as under:-

1. The present appeal has been filed against the order dated 11.03.2025 passed by the Learned CGRF, DHBVNL. Respondent No. 1 has objected to the maintainability of the said appeal on the ground that the Appellant lacks locus standi to invoke the jurisdiction of the Hon'ble Electricity Ombudsman. It has been further contended that, in terms of Clause 1.5(d) of the Haryana Electricity Regulatory Commission (Forum and Ombudsman) Regulations, 2020, the definition of 'Complainant' does not encompass the Appellant. For ready reference, Clause 1.5(d) is reproduced hereinbelow:

(d) "Complainant" means & includes any of the following who have a grievance as defined in these regulations and makes a complaint;

(i) a consumer as defined under sub-section 15 of section 2 of the Act;

(ii) any consumers association registered under any law for the time being in force;

(iii) any un-registered association or group of consumers where the consumers have common or similar interest;

(iv) in case of death of a consumer, his legal heirs or authorized representative;

(v) any other person claiming through or authorized by or acting as agent for the consumer and affected by the service or business carried out by the distribution licensee;

(vi) an applicant for a new electricity connection."

2. The Appellant is neither a consumer of electricity nor can be even considered an applicant for a new electricity connection. The Appellant is ineligible to seek a fresh electricity connection in view of the prevailing law. It is pertinent to mentioned here that the Appellant, in the present matter, is seeking a fresh electricity connection and/or a No Dues Certificate for obtaining an extension of its earlier electricity connection from Respondent No. 1. However, the present Appeal is untenable inasmuch as the premises in respect of which the Appellant seeks supply of electricity fall within the prohibited vicinity of the Arms and Ammunition Depot, Gurgaon. Irrespective of clearance of outstanding arrears, no commercial connection now can be released qua the premises in question.

3. The Hon'ble Punjab & Haryana High Court, in its order dated 09.12.2024 passed in CM No. 18722-2024 in/and CWP No. 18679 of 2010 (O&M), has expressly taken cognizance of the fact that the area lying between 300 meters and 900 meters from the crest of the outer parapet of the Arms and Ammunition Depot, Gurgaon (erroneously referred to as Air Force Station, Gurgaon) constitutes a restricted zone. The Hon'ble Court has further clarified that even within the distance of 300 to 900 meters from the said Depot, electricity connections may be granted by Respondent No. 1 only to residential houses, that too on a temporary basis, whereas no connections

whatsoever can be sanctioned to any commercial or industrial establishment. The relevant extracts of the aforesaid order are reproduced hereinbelow for ready reference:

“It is submitted that an interim order passed by this Court on 18.12.2018 needs to be modified thereby permitting the applicant/respondent to release the new electricity connections for nondomestic supply (NDS), small power/low tension (SP/LT), High Tension (HT) and other existing commercial and industrial establishments lying within the restricted zone of 300 to 900 meters from the crest of the outer parapet of arms and ammunition depot, Gurgaon (wrongly written as Air Force Station, Gurgaon).

This Court while passing the interim order dated 18.12.2018 (Annexure R-1) had only permitted the Dakshin Haryana Bijli Vitran Nigam Limited (DHBVNL) to provide temporary electric connections to the houses falling between 300 to 900 meters from the crest of the outer parapet of the arms and ammunition depot, and not to any of the commercial or industrial establishment.

(Emphasis Supplied)

4. In view of the above, the Appellant, being a commercial establishment situated within the restrictive safety zone from the crest of the outer parapet of the Arms and Ammunition Depot, Gurgaon, cannot be granted an electricity connection. Accordingly, the Appellant, as on date, is neither be an eligible Applicant nor a consumer to invoke the jurisdiction of this Hon'ble Forum. A copy of Order dated 09.12.2024 referred above is appended herewith marked as Annexure RA-1.
5. Furthermore, without prejudice to foregoing, the Sales Circular No. D-95/2001 stipulates that no reconnection or new connection shall be provided to any premises where arrears are outstanding on any account due to the Nigam. In the present case, arrears are admittedly outstanding against the premises for which the Appellant seeks supply of electricity, and therefore the Appellant stands barred from applying for a new connection/ reconnection until such arrears are cleared. Accordingly, as already stated in the reply of Respondent No. 1 dated 10.07.2025, the Appellant does not qualify as a valid 'Complainant' entitled to approach the Hon'ble Ombudsman in relation to its grievance.
6. Without prejudice to the aforesaid submissions regarding the non-maintainability of the appeal filed by the Appellant, it is submitted that, in compliance with the directions of the Hon'ble Ombudsman contained in the Interim Order dated 22.08.2025, Respondent No. 1 is placing on record three separate ledgers pertaining to the pre-CIRP, CIRP, and post-CIRP periods. The said ledgers clearly reflect the amounts due and payable to Respondent No. 1 for the respective periods. The aforesaid ledgers are annexed hereto and collectively marked as Annexure RA-2.
7. That in view of the foregoing submissions with respect to the maintainability of the present appeal, it is respectfully submitted that there is no occasion to examine the merits of the case prior to deciding the preliminary issue of

maintainability. Accordingly, the appeal filed by the Appellant is not maintainable and deserves to be rejected at the very threshold.

PRAYER

In view of the facts, circumstance and law mentioned hereinabove, it is, therefore, most humbly prayed that this Hon'ble Court may graciously be pleased to:

- a. Allow the present application and kindly take on record the documents annexed hereto along with the submissions made herein
- b. Pass any other further order(s) which the Petitioner may be entitled to and which may be deemed appropriate and in the interest of justice given the facts and circumstances of the present case.

K. Hearing was held on 05.09.2025 as scheduled. All the parties were present during hearing except UV Asset Reconstruction Company Ltd.

During counsel of appellant has submitted additional documents/submission which is as under:-

PRELIMINARY SUBMISSIONS:

1. That each and every averment and statement of facts and law stated in the application under reply is being denied in toto, except to the extent specifically admitted hereinafter.
The contents of the appeal and rejoinder filed by the appellant may kindly be read as part of reply to this application, which are not being repeated herein for the sake of brevity.

PRELIMINARY OBJECTIONS:

1. That the application under reply is not maintainable, since, by filing this application respondent no.1 seeks to make out entirely new case before this Hon'ble Appellate Forum and that too at such a belated stage. This Hon'ble Forum after completion of pleadings in the appeal has been pleased to hear final arguments partially on 21.08.2025. Therefore, this application under reply is liable to be dismissed.
2. That the respondent-DHBVN has suppressed a very material and substantial fact before this Hon'ble Forum, since the order dated 09.12.2022 has been passed in the application (CM No.18722/2024) filed by DHBVN itself, seeking directions for release of new electricity connections, extension of load, as well as change of title in 300 to 900 meters notified areas of the arms and ammunition depot for all categories of consumers including non-domestic supply (NDS), SP/LT/HT and domestic supply by modifying order dated 18.12.2018 passed by the Hon'ble High Court. Thus, on one hand DHBVN went before the Hon'ble High Court to release the new electricity connections as well as for extension of load, however, after having not being successful to persuade the Hon'ble High Court to pass an interim order to that effect, now

taking a summersault before this Hon'ble Forum, they want to take a totally contradictory stand before this Hon'ble Forum.

3. That the whole fulcrum of this application is based on an interim order dated 09.12.2024 passed by the Hon'ble High Court at Chandigarh in CM No.18722/2024. The interim order passed by the Hon'ble High Court cannot be the basis to decide the present appeal and it will be totally against the basic principals of law. The rights of the parties cannot be decided on the basis of interim orders passed by the Hon'ble High Court that too in entirely different proceedings, which are unrelated to the issues involved in the present appeal.
4. That the real issue before this Hon'ble Forum is the liability of the appellant to pay the electricity charges including the penalty etc. of M/s Aircel/Monitoring Committee of Aircel, which has been demanded by the DHBVN from the appellant vide its memo No.346 dated 09.10.2024 of Rs.9,81,75,860/-. The case of the appellant is that it is not liable to pay even a single paisa against the alleged electricity dues of M/s Aircel, as the appellant was the landlord and M/s Aircel was its tenant, which was having a separate electricity connection from DHBVN. Further, the appellant informed repeatedly the DHBVN to recover the electricity dues from M/s Aircel and to disconnect the electricity connection till non-payment of its dues, however, DHBVN disconnected the electricity connection but for unknown reasons restored the electricity connection of M/s Aircel without getting its electricity dues. Therefore, in the afore stated facts and circumstances, the present application is abuse of the procedure and process of this Hon'ble Appellate Forum and the application may kindly be dismissed with costs.

REPLY ON MERITS:

- 1-4. That the contents of paragraph 1 to 4 are wrong and denied, in view of the preliminary objections stated herein before, except to the extent that the order passed by the Hon'ble High Court dated 09.12.2024 is a matter of record. However, the purpose and effect of the said order shall be submitted during the hearing before this Hon'ble Forum.
5. That the contents of the paragraph 5 are wrong and denied, and the same has already been replied to in the rejoinder filed by the appellant to the reply filed by the DHBVN against the appeal.
6. That it is a matter of record that this Hon'ble Forum vide order dated 21.08.2025 directed the DHBVN to file the pre-CIRP, during CIRP and post-CIRP dues of M/s Aircel.
7. That the contents of paragraph 7 are wrong and denied and the present application is liable to be dismissed. In view of the afore-stated facts and circumstances of the present case and the preliminary objections, this Hon'ble Forum may kindly be pleased to dismiss the present application with heavy costs, as the whole endeavor of the respondent DHBVN is to deny the present proceedings and to harass the appellant.

During hearing counsel of respondent no. 1 (DHBVNL) submitted written note of argument which is as under:-

A. RELIEF SOUGHT – Hold that Micro Devices Pvt. Ltd. is not liable to pay any electricity dues due against M/s Aircel or its monitoring committee for the premises in question and consequent release of electricity connection in their favour.

B. SALIENT FACTS -

Sr. No.	Particulars	Details
1	Connection Details	Account No. 4996160000 with load of 3500KW at Plot No. 1 Sector 18 Gurugram.
2	01.08.2017 (Annexure A-1)	Lease Agreement executed for the period 01.08.2017 to 31.07.2020
3	08.03.2018	Electricity connection of M/s Aircel disconnected due to non-deposition of defaulting amount of Rs. 80,95,717/-.
4	09.03.2018	Representation from Aircel to DHBVNL regarding disconnection of electricity connection for the premises in question.
5	10.03.2018	Restoration of electricity connection
6	12.03.2018	CIRP admitted. Moratorium period started.
7	22.03.2018	Intimation from RP regarding initiation of CIRP.
8	29.05.2018	Notice to M/s Aircel for recovery of dues.
9	01.06.2018	Notice to M/s Aircel for recovery of dues.
10	22.06.2018 (Annexure R-8)	Letter from RP requesting not to disconnect electricity connection.
11	23.07.2018 (Annexure R-2)	Notice to M/s Aircel for recovery of dues amounting to Rs. 4,17,66,179 as on 21.07.2018.
12	06.08.2018 (Annexure R-3)	Notice to M/s Aircel for recovery of dues.
13	16.10.2018	Order by NCLT extending the moratorium period of M/s Aircel upto 14.01.2019.
14	12.11.2018	Electricity connection was again disconnected by DHBVNL as no response was received from RP or Respondent No. 2.
15	12.11.2018 (Annexure R-5)	Representation by RP against the disconnection of electricity in view of the extension order issued by NCLT.
16	16.11.2018 (Annexure R-6)	Legal advice obtained on representation of RP for restoration of electricity connection.
17	15.01.2019	Supply was restored and claim filed before RP- a. Claim before the commencement of CIRP for Rs. 80,95,717/- b. Claim after commencement of CIRP i.e. from 12.03.2018 to 15.01.2019 for an amount of Rs. 7,27,61,325/-.
18	13.03.2019, 04.04.2019, 16.05.2019	Dues for the period April, 2018 till March, 2019 cleared by M/s Aircel.
19	09.06.2020 (Annexure A-2)	Resolution Plan approved
20	31.07.2020	Lease in favour of M/s Aircel expired.
21	27.07.2022 (Annexure R-7)	Notice regarding outstanding amount of Rs. 2,58,42,050/-.

22	07.09.2022 (Annexure A-5)	Order of NCLT directing status quo on disconnection till next date of hearing
23	April 2023 (Annexure A-7)	IA No. 1746 of 2023 filed by DHBVN against stay order dated 07.09.2022 and seeking post CIRP dues (Aug 2022- March 2023) amounting to Rs. 5,21,74,234/- before the NCLT, Mumbai Bench, which is pending adjudication and next listed for 04.09.2025.
24	24.09.2024	No Dues Certificate for Electricity connection sought by Appellant
25	09.10.2024	DHBVN raised demand for payment of outstanding dues before issuance of no due certificate as per applicable regulatory framework
26	Dec 2024	Complaint filed before CGRF
27	11.03.2025 (pages 262-281)	Order of CGRF under challenge.

C. ARGUMENTS ON BEHALF OF THE RESPONDENT NO. 1:

1. Appeal is untenable as the Appellant is neither a consumer nor an eligible Applicant –

- The Appellant is neither a consumer of electricity nor can be even considered an applicant for a new electricity connection. The Appellant is ineligible to seek a fresh electricity connection in view of the prevailing law. It is pertinent to mentioned here that the Appellant, in the present matter, is seeking a fresh electricity connection and/or a No Dues Certificate for obtaining an extension of its earlier electricity connection from Respondent No. 1. However, the present Appeal is untenable inasmuch as the premises in respect of which the Appellant seeks supply of electricity fall within the prohibited vicinity of the Arms and Ammunition Depot, Gurgaon. Irrespective of clearance of outstanding arrears, no commercial connection now can be released qua the premises in question.
- The Hon'ble Punjab & Haryana High Court, in its order dated 09.12.2024 passed in CM No. 18722-2024 in/and CWP No. 18679 of 2010, has expressly taken cognizance of the fact that the area lying between 300 meters and 900 meters from the crest of the outer parapet of the Arms and Ammunition Depot, Gurgaon (erroneously referred to as Air Force Station, Gurgaon) constitutes a restricted zone. The Hon'ble Court has further clarified that even within the distance of 300 to 900 meters from the said Depot, electricity connections may be granted by Respondent No. 1 only to residential houses, that too on a temporary basis, whereas no connections whatsoever can be sanctioned to any commercial or industrial establishment.

Without prejudice arguments - On merits -

2. Regulation 4.7.2 of the HERC Supply Code, 2014 governs the change in the name of a registered consumer due to change in ownership or occupancy. In the present case, the occupancy, which was previously vested with M/s Aircel (the lessee), is now sought to be assumed by the Appellant for the purpose of obtaining an electricity connection in respect of the said premises. The said provision, inter alia, stipulates that:

“.....The request for transfer of connection shall not be accepted unless all dues recoverable against the concerned connection are settled. The application shall be accepted on submitting proof of ownership/occupancy of property.....”

3. A pre-condition for effecting such transfer is the settlement of all outstanding dues, which the Appellant has admittedly failed to fulfil. Regulation 4.7.2 further clarifies that in cases involving sale or lease of property, the procedure under Regulation 4.3.1 shall apply. The relevant clause is reproduced below for ready reference:

“Provided that in case of change of connection on account of sale or lease of property, the provision contained under Regulation 4.3.1 shall apply.”

4. Additionally, since the Appellant is seeking a fresh electricity connection for premises where supply was previously granted to M/s Aircel and now stands disconnected, the situation—though seemingly falling under Regulation 4.7.2, is, as evident from the preceding paragraph, squarely governed by Regulation 4.3.1. The relevant extract is reproduced below for ready reference:

“4.3.1 Purchase of existing property

Where the applicant has purchased an existing property, whose supply has been disconnected, it shall be the applicant’s duty to verify that the previous owner has paid all dues to the licensee and obtained a “no-dues certificate” from the licensee. In case such “no-dues certificate” has not been obtained by the previous owner, the applicant shall request the previous owner to obtain a no dues certificate from the licensee and handover the same to him. On receipt of such request from the previous owner, the licensee shall either intimate in writing the dues outstanding on the premises, if any, or issue a “no-dues certificate” within thirty (30) days from date of receipt of request. If the licensee does not issue the no dues certificate or dispatch a letter intimating the dues to the previous owner within thirty (30) days of receipt of his request, the applicant shall be absolved of any liability on account of dues against the previous owner and the licensee shall have to seek legal recourse separately against the previous owner for recovery of such dues.

In case the licensee dispatches a letter intimating the dues to the previous owner within thirty (30) days of receipt of his request and in case these are not deposited by the previous owner, the applicant shall be liable to clear any dues against the previous owner before a new connection is released in his favour.”

xxx xxx xxx

(Emphasis Supplied)

5. The Appellant is legally obligated to ensure payment of all electricity dues outstanding against the previous consumer, i.e., M/s Aircel, before seeking release of a fresh electricity connection. The Appellant, having failed to satisfy these express regulatory conditions, is not entitled to relief under the present proceedings.
6. *Connection Prohibited to Premises with Outstanding Dues as per Circular D-95/2001-*

The Appellant's claim is also barred under Sales Circular No. D-95/2001, which governs the conditions for release of new electricity connections. The circular explicitly prohibits the grant of new or re-connections where arrears remain unpaid. The relevant extract is reproduced below:

"b. Reconnection or new connection shall not be given to any premises where there are arrears on any account due to the Nigam unless these are cleared in advance. If the new owner/occupier/allottee remits the amount due from the previous consumer, the Nigam shall provide reconnection or new connection depending upon whether the service remains disconnected/dismantled as the case may be. The amount so remitted will be adjusted against the dues from the previous consumer. If the Nigam gets the full or partial dues from the previous consumer through legal proceedings or otherwise, the amount remitted by the new owner/occupier to whom the connection has been effected shall be refunded to that extent. But the amount already remitted by him/her shall not bear any interest."
(Emphasis Supplied)

7. *Binding Judicial Authority Validates Recovery of Statutory Electricity Dues before grant of Connection* - Hon'ble Supreme Court in *Telangana State Southern Power Distribution Company Limited v. M/s. Srigdhaa Beverages* [(2020) 6 SCC 404], wherein it was categorically held that electricity dues are statutory in nature and cannot be waived. The relevant extract is reproduced below:

"A. That electricity dues, where they are statutory in character under the Electricity Act and as per the terms & conditions of supply, cannot be waived in view of the provisions of the Act itself more specifically Section 56 of the Electricity Act, 2003 (in pari materia with Section 24 of the Electricity Act, 1910), and cannot partake the character of dues of purely contractual nature." Further, the Hon'ble Punjab and Haryana High Court, in *M/s Venus Real Con LLP v. Dakshin Haryana Bijli Vitran Nigam Limited* [2021 (3) RCR (Civil) 264], upheld the distribution licensee's authority to demand arrears at the time of application for a new connection. The Court observed as under:

"17. ... It has been held that demand of clearance of arrears on account of electricity dues can be made and conditions can be imposed based upon statutory rules in force on date of application. Thus, it has to be held that the Nigam was justified in demanding payment of arrears of electricity dues. ..."

8. The Appellant, in paragraph 20 and 7 of its Rejoinder, has stated that the provisions of the IBC govern the facts and circumstances of the present case, and that in so far as the Corporate Debtor is concerned, jurisdiction lies exclusively with the Ld. NCLT, in relation to pending dues or claims. This is further supported by the fact that the Ld. CGRF had earlier dismissed the Appellant's complaint, specifically observing that the issue of alleged unpaid dues of the corporate debtor was sub judice before the Ld. NCLT. In that view, the Appellant cannot seek electricity connection for the premises in question unless the arrear is paid for or the amount is adjudicated by the Ld. NCLT and the recovery is effected therefrom. It is however, made clear that if and when the recovery is affected through NCLT, the same shall be adjusted in the account of the Appellant. However, for release of connection prior to decision of NCLT has to be governed as per the applicable regulatory framework of the Respondent.

9. Respondent's Action Does Not Violate the Resolution Plan or the IBC-

Respondent No. 1 is in full compliance with the Resolution Plan and the IBC. Clause 9.1.16 of the Resolution Plan, approved vide order dated 09.06.2020 (Annexure A-2), makes it clear that all claims and proceedings against the Corporate Debtor prior to the Approval Date stand extinguished. The relevant clause is reproduced below for ready reference.

Clause	Dispensation	Orders thereon
9.1.16.	<i>From the Approval Date, all investigations, inquiries, and proceedings, suits, claims, disputes, proceedings in connection with the Corporate Debtor or affairs of the Corporate Debtor, pending or threatened, present or future in relation to any period prior to the Approval Date, or arising on account of implementation of this Resolution Plan shall stand withdrawn and dismissed and all liabilities and obligations therefore, whether or not set out in the balance sheets of the Corporate Debtor or the profit and loss account statements of the Corporate Debtor will be deemed to have been written off fully, and permanently extinguished and no adverse orders passed in the said matters to the should apply Corporate Debtor or the Resolution Applicant. Upon approval of this Resolution Plan, all new inquiries, investigations, notices, suits, claims, disputes, litigations, arbitrations or other judicial, regulatory or administrative proceedings will be deemed to be barred and will not be initiated or admitted against the Corporate Debtor in relation to any period prior to the Effective Date.</i>	<i>Granted, subject to the condition that these shall pertain to any suits, etc. inquiries, investigations, proceedings, claims, disputes, only in relation to the period prior to the Approval Date, and not thereafter. From the Approval Date, the applicant's corporate, now controlled by the RA, shall be responsible for their own destinies arising out of compliance after such approval.</i>

It is evident from the above that the extinguishment is strictly limited to the Corporate Debtor and the Resolution Applicant. Respondent No. 1 has not raised or continued any claim against either qua pre-CIRP dues. The current matter concerns enforcement of statutory conditions relating to outstanding electricity dues on the premises, which is distinct from a claim under the IBC.

This position is consistent with the legislative intent underlying Section 31 of the IBC, as clarified by the Hon'ble Supreme Court in *Committee of Creditors of Essar Steel India Ltd. v. Satish Kumar Gupta*, (2020) 8 SCC 531:

"67. ... A successful resolution applicant cannot suddenly be faced with "undecided" claims after the resolution plan submitted by him has been accepted as this would amount to a hydra head popping up which would throw into uncertainty amounts payable by a prospective resolution applicant who successfully take over the business of the corporate debtor. All claims must be submitted to and decided by the resolution professional so that a prospective resolution applicant knows exactly what has to be paid... This the successful resolution applicant does on a fresh slate..."

This "clean slate" doctrine is meant to insulate the corporate debtor and resolution applicant alone. It does not extend protection to unrelated third parties. The extinguishment of liability under the IBC is not universal and does not apply to the owner or occupier of the premises. Respondent No. 1 is simply

enforcing statutory conditions for the release of a new connection as per applicable electricity laws, not asserting any claim under the IBC. Hence, its actions are fully legal and justified.

10. *Premises-Based Precondition for New Connection Is Not a Monetary Demand Attracting the IBC Definition of “Claim” –*

It is submitted that the regulatory condition imposed by Respondent No. 1—requiring clearance of outstanding dues before sanctioning a new electricity connection—does not constitute a “claim” under Section 3(6) of the IBC. This action is not premised on asserting a right to payment from the Appellant but is rooted in Sales Circular No. D-95/2001, which governs the procedure for granting new or re-connections. The said circular expressly provides that:

“If the Nigam gets the full or partial dues from the previous consumer through legal proceedings or otherwise, the amount remitted by the new owner/occupier... shall be refunded...”

The obligation is thus conditional and premises-based, not a legal or monetary demand against the Appellant qua pre-CIRP dues. Accordingly, such a requirement does not fall within the definition of a “claim” under the IBC and cannot be said to have been extinguished by the Resolution Plan.

11. *Reliance on Ghanshyam Mishra Misplaced—No Claim Against Corporate Debtor –*

The Appellant’s reliance on *Ghanshyam Mishra & Sons v. Edelweiss ARC*, (2021) 9 SCC 657, is wholly misplaced. The Hon’ble Supreme Court in that case held:

“We hold and declare, that the respondents are not entitled to recover any claims or claim any debts owed to them from the Corporate Debtor accruing prior to the transfer date. Needless to state, that the consequences thereof shall follow.”

This principle governs extinguishment of claims against the Corporate Debtor accruing before the approval of the Resolution Plan. However, in the present case, DHBVN has not asserted any claim against M/s Aircel or the Resolution Applicant qua pre-CIRP dues. It is merely enforcing a regulatory condition under its applicable framework by requiring clearance of outstanding dues linked to the premises before issuing a fresh electricity connection.

12. *IBC Section 238 Not Triggered—No Conflict with Electricity Regulatory Framework –*

Section 238 of the IBC grants overriding effect to its provisions only in the event of a conflict with any other law. In the present case, no proceedings or recovery is being pursued by Respondent No. 1 against the Corporate Debtor qua pre-CIRP dues. The action of Respondent No. 1 is solely grounded in regulatory conditions under the Supply Code and applicable Circulars for processing fresh electricity connections. As there exists no inconsistency between such regulatory enforcement and the provisions of the IBC, the question of any overriding effect does not arise.

13. *Contradictory Plea by Appellant Regarding Recovery from Corporate Debtor –*

The Appellant, in paragraphs 1–4 (para-wise reply) of its rejoinder, expresses surprise that Respondent No. 1 is not pursuing recovery from the Corporate

Debtor. However, the Appellant is well aware, and has itself emphasized—that under Clause 9.1.16 of the approved Resolution Plan and Sections 31 and 238 of the IBC, all claims against the Corporate Debtor arising prior to the approval of the Resolution Plan stand extinguished.

14. Baseless allegation of collusion with M/s Aircel, actions were in accordance with law: The allegation of the Appellant that Respondent No. 1 aided M/s Aircel in circumventing the law or failed to recover dues from it is wholly denied. As detailed in the reply filed by Respondent No. 1, the electricity connection of M/s Aircel was disconnected on multiple occasions and was restored only in accordance with the applicable legal framework—not arbitrarily or at the discretion of the Respondent. The timeline of disconnections and reconnections has been clearly set out in the reply, demonstrating that all actions were taken strictly in compliance with the prevailing laws and regulations.
15. No Personal Demand Raised Against Appellant; Dues Are Premise-Based: The allegation that Respondent No. 1 is unjustly demanding ₹8,17,21,266 (Rupees Eight Crore Seventeen Lakh Twenty-One Thousand Two Hundred Sixty-Six Only) from the Appellant, while only ₹5,21,74,234 (Rupees Five Crore Twenty-One Lakh Seventy-Four Thousand Two Hundred Thirty-Four Only) from M/s Aircel, is misconceived and denied. The demand pertains to legacy dues attached to the premises—not to the Appellant personally. Respondent No. 1 is merely enforcing a regulatory condition applicable to any applicant seeking a new connection at the said premises, in accordance with the applicable electricity laws and circulars.
16. Allegation of Arbitrary Restoration of Electricity—Misleading and Denied: The allegation that Respondent No. 1 restored electricity supply to M/s Aircel on 10.03.2018, following disconnection on 08.03.2018, solely on the request of M/s Deloitte Touche Tohmatsu India and prior to the commencement of CIRP, is misleading and incorrect. As clearly stated in the Respondent's reply, the decision to resume supply was taken only after seeking and considering a formal legal opinion on the matter. Hence, the action was not arbitrary but taken in good faith and in accordance with the applicable legal framework. The detailed facts surrounding this issue are already discussed above.
17. Respondent No. 2 is a Necessary and Proper Party to the Present Proceedings: The assertion of Respondent No. 2 in its reply dated 04.08.2025, claiming that it is neither a necessary nor a proper party to the present proceedings, is wholly misconceived. It is pertinent to note that the Ld. CGRF itself had summoned Respondent No. 2 in relation to the present dispute after it was brought to its attention that the defaulting amount pertained to M/s Aircel. Further, Respondent No. 2 in its reply (Paras 7–9) has categorically admitted that related matters are sub judice before the Ld. NCLT, and has itself contended that the NCLT is the appropriate forum to adjudicate the issue. It is the positive case of the Respondent that M/s Aircel shall pay the electricity dues claimed by them

before the NCLT pertaining to post CIRP period. Respondent No. 2 has thus, cannot now turn around and claim irrelevance in the present proceedings. Further, as per Sales Circular No. D-95/2001, no new connection can be released in premises where arrears are outstanding unless the same are cleared. If the Nigam recovers such dues from the previous consumer, the new consumer becomes entitled to refund to that extent. In such circumstances, Respondent No. 2 is both a necessary and proper party to the present proceedings.

Decision

1. This appeal has been preferred under Regulation 18 of the Haryana Electricity Regulatory Commission (Forum and Ombudsman) Regulations, 2020, against the order dated 11.03.2025 passed by the Corporate Consumer Grievance Redressal Forum (CGRF), DHBVN, Panchkula, in Complaint No. 4796 of 2024. By the impugned order, the CGRF dismissed the appellant's complaint seeking issuance of a No Objection Certificate (NOC)/No Dues Certificate for a new electricity connection at Plot No.1, Sector-18, Gurugram, without payment of outstanding dues attributed to the previous tenant, M/s Aircel Limited (hereinafter "Aircel"). The CGRF held that it lacked jurisdiction as the matter of unpaid dues was sub-judice before the National Company Law Tribunal (NCLT), Mumbai, and the appellant had not sought the connection itself but only the NOC. The dismissal was premised on the view that the forum could not encroach upon the domain of the NCLT, which is exclusively empowered to adjudicate matters arising out of or in relation to the insolvency resolution process under the Insolvency and Bankruptcy Code, 2016 (hereinafter "IBC"). This decision raises significant questions at the intersection of electricity regulatory laws, insolvency jurisprudence, and judicial restraints on infrastructure, necessitating a detailed examination in this appellate jurisdiction.
2. The appellant prays for the following reliefs:
 - a) To set aside the impugned order dated 11.03.2025 and quash Memo No. 346 dated 09.10.2024 issued by the Sub-Divisional Officer (SDO), Maruti Sub-Division, DHBVN, Gurugram, declaring that the appellant and/or its premises are not liable for any electricity dues owed by Aircel or its Monitoring Committee.
 - b) To direct Respondent No. 1 (DHBVN) to grant the electricity connection and/or No Dues Certificate for the premises without insisting on payment of Aircel's outstanding dues, as sought vide the appellant's letters dated 16.09.2024 and 24.09.2024.
3. After hearing the parties, and on the basis of record available in the file and submission made by counsel during hearing, it is observed that M/s Micro Devices Pvt. Ltd., is a company incorporated under the Companies Act, 1956, and is the original allottee and absolute owner of Plot No.1, HSIIDC Industrial Estate, Sector-18, Gurugram, Haryana, since 1972. This plot spans an industrial area and was leased out in part to Aircel Limited, a telecommunications entity, through a series of registered lease deeds. The initial lease was executed in 2008, renewed in 2014,

and further renewed vide the last lease deed dated 09.10.2017, which expired on 31.07.2020. Under Clause 8.2 of the 2017 lease deed, Aircel was explicitly obligated to pay all electricity and power charges, including penalties, enhancements, damages, and any consequences thereof, directly to DHBVN within the stipulated period.

The clause reads:

"The Lessee shall pay DHBVN/Electrical Authority directly, for its electricity and power bills for the project, within the stipulated period. The lessee shall be responsible for all overcharges, enhancements, damages and consequences. The lessee shall also be liable to pay any penalty, if any. The lessee has its own electricity connection for the leased premises directly from DHBVN." This provision underscores the privity of contract between Aircel and DHBVN, with no direct liability imposed on the appellant as landlord.

4. Aircel, as lessee, applied for and obtained a separate heavy-load electricity connection from DHBVN bearing Account No. 4996160000, with a sanctioned load of 3500 KW, to operate a mega data centre on the leased premises. This connection was independent of any prior supply to the appellant, aligning with the regulatory framework under the Electricity Act, 2003, and the Haryana Electricity Regulatory Commission (Duty to Supply Electricity on Request, Power to Recover Expenditure Incurred in Providing Supply and Power to Require Security) Regulations, 2016, which allow for dedicated connections to consumers.
5. Troubles began when Aircel defaulted on its electricity payments. The dues for January-February 2018 amounted to Rs. 80,95,717/-, leading to disconnection of the supply on 08.03.2018 under Regulation 10.1.1 of the HERC Electricity Supply Code Regulations, 2014, which mandates disconnection for non-payment beyond 15 days after the grace period. However, on 10.03.2018, DHBVN restored the supply based on a representation dated 09.03.2018 from a Senior Consultant of M/s Deloitte Touche Tohmatsu India LLP, acting on behalf of Aircel. The representation invoked the impending admission of Aircel's insolvency application before the NCLT, Mumbai, and Section 14(2) of the IBC, which prohibits termination of essential services during the moratorium period. Notably, the moratorium was not yet in effect, as the NCLT admitted the CIRP only on 12.03.2018 under Section 10 of the IBC, declaring a moratorium under Section 14. This restoration, as per DHBVN's own admission in its replies dated 01.04.2021 and 19.04.2021 to the appellant's notices, was done after internal legal advice, but it effectively allowed dues to accrue without immediate recovery.
6. The appellant, becoming aware of Aircel's defaults and the potential risk of premises-based liability under electricity laws, issued the first legal notice to DHBVN on 29.05.2018, highlighting Aircel's insolvency proceedings and outstanding dues of approximately Rs. 3 crores for the preceding four months. The notice urged immediate disconnection and restoration only upon clearance of dues, to prevent any liability from attaching to the appellant or the property. This was

followed by 14 more notices between June 2018 and March 2021, all reiterating the same request. These notices were grounded in the appellant's concern that under Regulation 4.3.1 of the HERC Supply Code, 2014, and Sales Circular D-95/2001, arrears could be treated as a charge on the premises, recoverable from subsequent applicants. Despite these persistent communications, DHBVN did not heed the requests fully.

7. Meanwhile, the insolvency process progressed. DHBVN disconnected the supply again on 12.11.2018 for non-payment but restored it on 16.11.2018 pursuant to an NCLT order extending the moratorium until 14.01.2019. DHBVN filed its claims before the Resolution Professional on time, claiming Rs. 8,08,57,042/-, comprising Rs. 80,95,717/- for pre-CIRP period (prior to 12.03.2018) and Rs. 7,27,61,325/- for the CIRP period (12.03.2018 to 15.01.2019, adjusted for extension). Aircel made partial payments in 2019 totaling Rs. 6,60,86,518/- on 13.03.2019, 04.04.2019, and 16.05.2019, reducing the outstanding but not clearing it entirely.
8. On 09.06.2020, the NCLT, Mumbai, approved the resolution plan submitted by UV Asset Reconstruction Company Ltd. (UVARC) under Section 31 of the IBC. The plan and the approval order explicitly provided for the extinguishment of all pre-CIRP and CIRP claims not incorporated therein. Clause 9.1.16 of the plan, as approved, stated: "From the Approval Date, all inquiries, investigations and proceedings, suits, claims, disputes, proceedings in connection with the Corporate Debtor or affairs of the Corporate Debtor, pending or threatened, present or future in relation to any period prior to the Approval Date, or arising on account of implementation of this Resolution Plan shall stand withdrawn and dismissed and all liabilities and obligations therefore, whether or not set out in the balance sheets of the Corporate Debtor or the profit and loss account statements of the Corporate Debtor will be deemed to have been written off fully, and permanently extinguished..." The NCLT granted this, subject to it pertaining only to pre-approval period. Clause 9.1.17 further barred any governmental authority from issuing orders contravening the plan. The order bound all creditors, including DHBVN, and emphasized the binding nature on stakeholders per Section 31(1). No provision was made for DHBVN's electricity dues in the plan, leading to their extinguishment. DHBVN has not challenged this approval order to date.
9. Post-approval, a Monitoring Committee was constituted for Aircel as per the plan. Aircel continued to use the electricity connection and made payments for the period from August 2020 to July 2022, as reflected in DHBVN's post-CIRP ledger. However, fresh defaults occurred, leading DHBVN to issue a notice on 27.07.2022 for Rs. 2,58,42,050/-. In response, the NCLT, vide order dated 07.09.2022 in IA No. 2454/2022, directed maintenance of status quo on disconnection until the next hearing, recognizing electricity as an essential service but also noting the need for payment. Aircel, through the Monitoring Committee, sought permanent disconnection vide letters dated 16.01.2023 and 27.02.2023, citing non-operational status, but DHBVN refused, insisting on clearance of dues now escalated to Rs.

- 5,21,74,234/- for post-CIRP period. The supply was eventually permanently disconnected in November 2023. The total outstanding, as per DHBVN, stands at Rs. 8,17,21,266/- for the period 01.01.2018 to 02.11.2023, with bifurcation as directed by this forum: pre-CIRP and CIRP dues approximately Rs. 5,80,72,783/- (extinguished), and post-CIRP dues Rs. 2,36,48,483/- (unadjusted for payments).
10. In September 2024, the appellant, seeking to utilize the premises for new commercial purposes, applied for a fresh electricity connection vide letters dated 16.09.2024 and 24.09.2024. DHBVN denied the No Dues Certificate vide Memo No. 346 dated 09.10.2024, demanding clearance of the entire arrears as a precondition under Regulation 4.3.1 and Sales Circular D-95/2001. Aggrieved, the appellant filed a complaint before the CGRF, which was dismissed on 11.03.2025 on grounds of lack of jurisdiction over NCLT-pending matters and the nature of relief sought (NOC only). This appeal follows, challenging the impugned order and seeking the aforementioned reliefs.
11. The appellant's counsel, Shri Satinder Singh Gulati, argued that the pre-CIRP and CIRP dues from 01.01.2018 to 09.06.2020 stand irrevocably extinguished under Section 31 of the IBC, as they were not provided for in the approved resolution plan. Relying on *Ghanashyam Mishra & Sons Pvt. Ltd. v. Edelweiss ARC* [(2021) 9 SCC 657], he emphasized that all claims, including statutory dues to local authorities like electricity boards, not incorporated in the plan are extinguished, and no recovery can be pursued post-approval. The judgment declares: "We hold and declare, that the respondents are not entitled to recover any claims or claim any debts owed to them from the Corporate Debtor accruing prior to the date of approval of the resolution plan." This extinguishment is binding on DHBVN, which participated in the CIRP by filing claims but failed to secure provision in the plan. Section 238 of the IBC, a non-obstante clause, overrides conflicting provisions in other laws, including the Electricity Act, 2003, and HERC Supply Code, 2014. The "clean slate" principle, as enunciated in *Committee of Creditors of Essar Steel India Ltd. v. Satish Kumar Gupta* [(2020) 8 SCC 531], ensures that no undecided claims can be foisted upon the resolved entity or related parties, stating: "The resolution applicant cannot be faced with 'undecided' claims after the resolution plan submitted by him has been accepted as this would amount to a hydra head popping up which would throw into uncertainty amounts payable by a prospective resolution applicant." This principle extends to prevent indirect recovery through premises-based embargoes, as it would frustrate the IBC's objective of maximizing asset value and enabling fresh starts.
12. On post-CIRP dues, the appellant contended that their accrual was due to DHBVN's contributory negligence. Despite 15 notices urging disconnection, DHBVN repeatedly restored supply during moratorium extensions, even when Section 14(2A) of the IBC (inserted w.e.f. 28.12.2019) permitted disconnection for non-payment of dues arising during the moratorium. Aircel's explicit requests for disconnection in 2023 were ignored, allowing fixed charges of Rs. 6,53,823/- per month to accumulate. This conduct violates principles of natural justice and equity,

as DHBVN cannot profit from its own lapses and shift the burden to an innocent landlord. The Punjab & Haryana High Court's decision in *Venus RealCon LLP v. DHBVN* [2021 3 RCR (Civil) 264] was invoked to argue that even premises-based recovery under Supply Code cannot override IBC extinguishment. Regarding the High Court interim order dated 09.12.2024 in CM No. 18722/2024 in CWP No. 18679/2010, the appellant submitted that it is interim and does not bar declaration of liability or issuance of NOC, as the relief sought is severable from physical connection release. The order's territorial bar on new commercial connections in the 300-900 meter zone around the Arms & Ammunition Depot, Gurugram, should not preclude adjudicating the core issue of dues liability.

- 13 Respondent No. 1 (DHBVN) through counsel, raised preliminary objections challenging the appellant's locus standi, asserting that the appellant is not a "consumer" under Section 2(15) of the Electricity Act, 2003, or Regulation 2.1.6 of the HERC Supply Code, 2014, as no existing connection is in dispute. The premises fall within the restricted zone, where the High Court order prohibits new commercial/industrial connections, upholding the interim stay dated 18.12.2018 and dismissing DHBVN's modification application. This bar, binding under *Dorab Cawasji Warden v. Coomi Sorab Warden* [(1990) 2 SCC 117], renders the appeal non-maintainable for substantive relief. On merits, DHBVN argued that IBC extinguishment under Section 31 applies only to the corporate debtor (Aircel) and resolution applicant, not to premises or third parties. Electricity dues are statutory, attaching to the premises per Section 56 of the Electricity Act, 2003, and recoverable from subsequent occupants under Regulation 4.3.1 and Sales Circular D-95/2001. Relying on *Telangana State Southern Power Distribution Company Ltd. v. Srigdhaa Beverages* [(2020) 6 SCC 404], it contended that auction purchasers (by analogy, subsequent applicants) are liable for prior dues on an "as is where is" basis, as the dues form a charge on the asset. *Venus RealCon* (supra) was distinguished as limited to pre-CIRP dues, not altering premises-based recovery for extant liabilities. DHBVN denied negligence, detailing restorations due to moratorium obligations and NCLT orders, and highlighted ongoing IA No. 1746/2023 before NCLT for post-CIRP dues of Rs. 5,21,74,234/-. It offered pro-rata adjustment if recovered from Aircel. The settlement agreement between appellant and Aircel was cited to argue awareness of dues, with Clause 17.2 providing inter se dispute resolution.
14. Respondent No. 2 (Monitoring Committee), through Shri Harit Narang, limited submissions to clarifying that dues bifurcation, quantum, and enforceability are sub judice before NCLT in IA No. 2454/2022 and related proceedings. Under Section 31, non-plan claims are extinguished, and Section 60(5) confers exclusive jurisdiction on NCLT for IBC-related questions, as held in *Gujarat Urja Vikas Nigam Ltd. v. Amit Gupta* [(2021) 7 SCC 209]: "The residuary jurisdiction of the NCLT under section 60(5)(c) of the IBC provides it a wide discretion to adjudicate questions arising out of or relating to the insolvency resolution." This forum cannot parallelly adjudicate, to avoid multiplicity and conflict. No relief was sought against Respondent No. 2, rendering its impleadment unnecessary per *Ramesh Hirachand Kundanmal v. Municipal Corporation of Greater Bombay* [(1992) 2 SCC 524].

15. Based on the pleadings, records, and arguments, the following issues are framed for determination:
- (i) Whether DHBVN can demand clearance of Aircel's pre-CIRP and CIRP dues from the appellant as a precondition for a new connection, post-approval of the resolution plan under Section 31 of the IBC?
 - (ii) Whether post-CIRP dues can be fastened on the appellant, considering DHBVN's actions and ongoing NCLT proceedings?
 - (iii) Whether the appeal is maintainable in light of the High Court interim order prohibiting new commercial connections in the restricted zone?
 - (iv) Whether appellant can be treated as consumer or not as objected by respondent counsel during her submission on 04.09.2025 (email)?
16. Before delving into the issues, it is apposite to outline the legal framework. The IBC, enacted in 2016, is a consolidating statute for insolvency resolution, aiming at timely reorganization and maximization of asset value (*Swiss Ribbons Pvt. Ltd. v. Union of India* [(2019) 4 SCC 17]). Section 31(1) provides: "If the Adjudicating Authority is satisfied that the resolution plan as approved by the committee of creditors under sub-section (4) of section 30 meets the requirements as referred to in sub-section (2) of section 30, it shall by order approve the resolution plan which shall be binding on the corporate debtor and its employees, members, creditors, including the Central Government, any State Government or any local authority to whom a debt in respect of the payment of dues arising under any law for the time being in force, such as authorities to whom statutory dues are owed, guarantors and other stakeholders involved in the resolution plan." Section 238 states: "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." This non-obstante clause ensures supremacy over inconsistent laws, as explained in multiple judgments.
17. The Electricity Act, 2003, governs supply and recovery, with Section 56 allowing recovery as arrears of land revenue. HERC Supply Code, 2014, Regulation 4.3.1 mandates: "No connection shall be given to any premises where arrears of electricity charges are outstanding against the premises, unless such arrears are cleared by the applicant." Sales Circular D-95/2001 reinforces premises-based recovery. However, these must yield to IBC where conflicting, per Section 238.

Issue (i): Pre-CIRP and CIRP dues.

The resolution plan approval on 09.06.2020 extinguished unprovided claims, including DHBVN's. In *Ghanashyam Mishra* (supra), the Supreme Court categorically held: "All claims including the claims by the Central Government, State Government or local authority, which are not a part of the resolution plan, shall stand extinguished and no person will be entitled to initiate or continue any proceedings in respect to a claim, which is not part of the resolution plan." The 2019 amendment to Section 31 was declaratory and retrospective, binding governments. *Essar Steel* (supra) elaborated the clean slate: "A successful resolution applicant

cannot suddenly be faced with undecided claims after the resolution plan submitted by him has been accepted as this would amount to a hydra head popping up which would throw into uncertainty amounts payable by a prospective resolution applicant who successfully takes over the business of the corporate debtor." Noida SEZ (supra) applied this to override SEZ Act dues.

DHBVN's participation in CIRP without securing plan provision seals extinguishment. Venus RealCon (supra) directly applies: Supply Code cannot override IBC for extinguished dues. Telangana SSPDCL (supra), where the Court held: "The liability of previous electricity dues of the last owner can be recovered from the purchaser purchasing in an 'as is where is' basis," is distinguishable as no IBC resolution was involved; it dealt with auction under SARFAESI Act, 2002, without overriding non-obstante clause. Premises-based recovery cannot resurrect extinguished claims, as it would undermine IBC's revival ethos. Equity favors the appellant, an innocent landlord with no privity for dues. Thus, pre-CIRP/CIRP dues (approx. Rs. 5,80,72,783/-) cannot be demanded; finding in favor of appellant.

Issue (ii): Post-CIRP dues.

These arose post-09.06.2020, not covered by plan extinguishment. However, their accrual is tainted by DHBVN's lapses. Section 14(2A) permits: "Where the interim resolution professional or resolution professional, as the case may be, considers the supply of goods or services critical to protect and preserve the value of the corporate debtor and manage the operations of such corporate debtor as a going concern, then the supply of such goods or services shall not be terminated, suspended or interrupted during the period of moratorium, except where such corporate debtor has not paid dues arising from such supply during the moratorium period..." DHBVN could disconnect for non-payment but chose not to, despite appellant's notices and Aircel's requests. This amounts to contributory negligence, invoking estoppel under Section 115 of the Indian Evidence Act, 1872.

Issue (iii): Maintainability amid High Court order.

The order dated 09.12.2024 in CM No. 18722/2024 dismissed DHBVN's plea for modification, upholding prohibition on new commercial connections in the zone, except temporary residential. Interim orders bind (Dorab Cawasji supra). The premises' location renders connection release impossible currently. However, the appeal seeks declaration on liability and NOC, severable from physical release. Per Order 41 Rule 23 CPC (analogous), appellate court can grant partial relief. Enforcement of connection subject to High Court finality in CWP 18679/2010. Appeal partly maintainable.

Issue (iv): The consumer is seeking No Objection Certificate from the DHBVN authority as he wishes to take Electricity connection in the said premise. As per the preamble complainant as per HERC notification no. HERC/48/2020 dated 20.01.2020 sat definition 1.5(d)(vi) is defined at (vi) Any one who wished to take connection. Therefore, the contention of respondent is non-maintainable.

In summary, the impugned order is set aside partly. Pre-CIRP/CIRP dues extinguished; post-CIRP cannot precondition without safeguard; connection barred pending High Court.

18. It is decided that CGRF order dated 11.03.2025 is set aside and SDO respondent is directed not to insist on payment of pre-CIRP and during CIRP dues from the appellant for issuing the No Dues Certificate. For post-CIRP dues, SDO respondent should issue NOC to the appellant in lieu of deposit of the post-CIRP amount by the appellant and the amount deposited by the appellant should be refunded by SDO respondent after its recovery from Aircel via Hon'ble NCLT after completion of IBC proceedings. Further no connection should be released due to High Court bar, until the final decision of the Hon'ble Punjab and Haryana High Court in the matter is finalized.

The instant appeal is disposed of accordingly.

Both the parties to bear their own costs. File may be consigned to record.

Given under my hand on 10th September 2025.

Sd/-

(Rakesh Kumar Khanna)

Electricity Ombudsman, Haryana

Dated:10.09.2025

CC-

Memo. No. 1424-1431/HERC/EO/Appeal No. 19/2025 Dated: 11.09.2025

To

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