



CNR: KAHC010650262026

NC: 2026:KHC:51659
WP No. 29721 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 21ST DAY OF SEPTEMBER, 2026

BEFORE

THE HON'BLE SMT. JUSTICE LALITHA KANNEGANTI

WRIT PETITION NO. 29721 OF 2026 (GM-KEB)

BETWEEN:

YASHODA INSTITUTE OF MEDICAL
SCIENCES PVT. LTD.,
HAVING ITS REGISTERED ADDRESS AT
H.NO. 8-2-248/1/7/64,
PLOT NO.64,
NAGARJUNA CO-OPERATIVE HOUSING SOCIETY,
PUNJAGUTTA,
HYDERABAD - 500 082.
REPRESENTED BY ITS AUTHORISED
REPRESENTATIVE
MR. BOINAPALLY JAGANMOHAN RAO,
REG. UNDER COMPANIES ACT.

...PETITIONER

(BY SRI.HARISH B NARASAPPA, SENIOR COUNSEL FOR
SRI. SMARAN SHETTY., ADVOCATE)

AND:

1. STATE OF KARNATAKA,
THROUGH THE DEPARTMENT OF ENERGY,
2ND FLOOR, VIKASA SOUDHA,
DR. B.R. AMBEDKAR STREET,
BANGALORE - 560 001.
REPRESENTED BY ITS ADDITIONAL CHIEF
SECRETARY TO GOVERNMENT.



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2. BANGALORE ELECTRIC SUPPLY COMPANY LTD.,
CORPORATE OFFICE, BESCOM,
K.R.CIRCLE,
BANGALORE,
KARNATAKA,
INDIA - 560 001.
REPRESENTED BY ITS
MANAGING DIRECTOR.
3. INTEL TECHNOLOGY INDIA PRIVATE LIMITED,
23-56P,
DEVERABEESANAHALLI, VARTHUR HOBLI,
OUTER RING ROAD,
BANGALORE - 560 103.
REPRESENTED BY ITS
MANAGING DIRECTOR.

...RESPONDENTS

(BY SRI.PRAKASH MALAPPA GANIGER, HCGP FOR R1;
SRI.H.V.DEVARAJU, ADVOCATE FOR R2)

THIS WP IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO A.ISSUE A WRIT OF CERTIORARI OR ANY OTHER APPROPRIATE WRIT QUASHING THE LETTER ISSUED BY THE RESPONDENT NO.2 DATED 31.10.2025 REFERENCE NO.AEE(EI)/C OANDM/S-3/AAO/SA/2024-25/633 PRODUCED AT ANNEXURE M HEREWITH, WHEREIN THE RESPONDENT NO.2 HAS DIRECTED THE PETITIONER TO MAKE A PAYMENT OF INR 4,09,48,425/- (INDIAN RUPEES FOUR CRORES NINE LAKHS FORTY EIGHT THOUSAND FOUR HUNDRED AND TWENTY-FIVE ONLY) UNDER PROTEST AS A PRECONDITION TO THE GRANT OF AN ELECTRICITY CONNECTION IN RESPECT OF LAND BEARING



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MUNICIPAL NO.136 (OLD NO.150), HAL ROAD, ADMEASURING ABOUT 1,02,366 SQ. FT. SITUATED IN KODIHALLI VILLAGE, VARTHUR HOBLI, BANGALORE, KARNATAKA, INDIA, PIN 560017 AND ETC.,

THIS PETITION, COMING ON FOR PRELIMINARY HEARING, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE SMT. JUSTICE LALITHA KANNEGANTI

ORAL ORDER

The present writ petition is filed seeking the following prayer:

WHEREFORE, in view of the grounds raised hereinabove, it is most humbly prayed by the Petitioner herein that this Hon'ble Court be pleased to:

A. Issue a writ of certiorari or any other appropriate writ quashing the letter issued by the Respondent No. 2 dated 31.10.2025 Reference No. AEE(EI)/C O&M/S-3/AAO/SA/2024-25/633 produced at Annexure M herewith, wherein the Respondent No. 2 has directed the Petitioner to make a payment of INR 4,09,48,425/- (Indian Rupees Four Crores Nine Lakhs Forty Eight Thousand Four Hundred and Twenty-Five Only) under protest as a



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precondition to the grant of an electricity connection in respect of land bearing Municipal No. 136 (old No. 150), HAL Road, admeasuring about 1,02,366 sq. ft. situated in Kodihalli Village, Varthur Hobli, Bangalore, Karnataka, India, PIN - 560017;

B. Issue a writ of mandamus or any other appropriate writ directing the Respondent No. 2 to grant an electricity connection in the name of the Petitioner in respect of land bearing Municipal No. 136 (old No. 150), HAL Road, admeasuring about 1,02,366 sq. ft. situated in Kodihalli Village, Varthur Hobli, Bangalore, Karnataka, India, PIN 560017.

C. In the alternative to Prayer B, issue a writ of mandamus or any other appropriate writ directing the Respondent No.2 to consider the representation of the Petitioner dated 25.08.2026, produced with this Petition as Annexures A-1 and Annexure A-2 and grant an electricity connection to the Petitioner in terms of the Petitioner's request made vide such representation;

D. Grant any such other relief as this Hon'ble Court may deem fit in the interests of justice and equity."



2. The petitioner purchased the property from respondent No.3 by a registered Sale Deed dated 18.12.2024. Prior to the purchase, respondent No.3 secured a 3,200 kVA Industrial HY2a electricity connection for use at the subject property. Respondent No. 3 availed the benefits of the Government of India's Software Technology Parks of India (STPI) scheme. Respondent No.2 raised the claim for an amount of Rs.3,53,69,436/- from respondent No.3 by letter dated 01.10.2007. Respondent No.3 approached this Court by filing WP.No.37336/2009. By order dated 30.06.2010, the letter dated 02.12.2009 addressed by respondent No.2 was quashed, and respondent No.2 was directed to adjudicate the claim in accordance with applicable laws. Against that, Writ Appeal No. 3098/2010 was filed, and the matter was remanded to Respondent No.2 to consider it in accordance with law. Thereafter, a final order/notice was passed on 11.12.2015, rejecting the submissions/clarifications made by Respondent No. 3 and directed to pay Rs.5,23,94,094/-. Respondent No.3 herein, who is the vendor of the petitioner, approached the Appellate Authority, the Mangalore Electricity Supply Company



Limited (MESCOM), while challenging the revised demand. Respondent No.3 paid Rs.76,64,718/- in accordance with the requirement under Section 127(2) of the Electricity Act, 2003. The MESCOM, vide order dated 24.08.2022, partly allowed the appeal, waived off a sum of Rs.2,70,24,658/-, which was the interest component added by the BESCO, and directed Respondent No.3 to make payment of the initial claim only. Thereafter, Respondent No.3, having already paid 50% of the amount, paid the remaining amount along with interest. The said order of the Appellate Authority has been carried before this Court by filing WP No.19981/2023. The same is pending consideration before this Court. When the petitioners purchased the property by Sale Deed dated 18.12.2024, the petitioners made repeated attempts to regularize the electricity arrangement by seeking transfer of the existing connection to their name. Respondent No. 2 replied to the petitioner's request dated 12.05.2025, stating that in view of pending arrears and the litigation in WP No.19981/2023 dated 28.05.2025, they cannot process the same. Subsequently, the petitioner addressed a letter seeking transfer of the electricity



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connection. By letter dated 31.10.2025, the respondents instructed the petitioner to make a deposit of Rs. 4,09,48,425/- towards interest on back-billing charges, under protest and in accordance with the Court orders, and to surrender the existing electricity connection to obtain a new electricity connection for the subject property. After surrendering the Industrial Electricity Connection, the petitioner, by representation dated 25.08.2026, requested respondent No.2 to issue a fresh temporary electricity connection in the petitioner's name for the purpose of commencing development of the subject property, and reiterated that the petitioner is not a party to WP No. 19981/2023. However, the respondents have not taken any action. Left with no alternative, the petitioner has come before this Court by filing the instant writ petition.

3. Learned Senior Counsel representing the learned counsel for the petitioner submits that, as per the order of the Appellate Authority, the vendor of the petitioner has paid the amount. The writ petition is pending consideration. In these circumstances, the respondents cannot insist on payment of the amount as per the letter dated 31.10.2025. It is submitted



that, in fact, the vendor has stated before respondent No.3 and respondent No.2 that, if any orders are passed by the Court in the pending writ petition, he is ready to pay whatever amount determined by the Court. It is the submission of the learned Senior counsel that, in view of the inaction on the part of the respondents, the petitioner, having purchased the property in the year 2024, is not able to develop the same. It is submitted that the action of the respondents is arbitrary and illegal.

4. Learned counsel appearing for the respondents submits that the writ petition filed by them is pending consideration. This writ petition and WP.No.19981/2023 may be heard together.

5. Learned Senior counsel objected for the same submitting that, he is the subsequent purchaser and in the light of the undertaking given by the vendor, the result of the said writ petition cannot be of any consequence as far as the petitioner is concerned.

6. Learned counsel appearing for the respondent in response to that submitted that the petitioner may be directed



to give an undertaking to the authorities that, if the order of the Appellate Authority is set aside and the order passed by the MESCOM is affirmed by this Court, the petitioner will pay the amount. On such undertaking, they will consider the petitioner's representation.

7. Having heard the learned Senior Counsel for the petitioner and learned counsel for the respondent, perused the entire material on record. The charges were demanded from respondent No.3, i.e., the vendor of the petitioner. He approached the Appellate Authority, which passed the impugned order in the other writ petition. As per the Appellate Authority's order, respondent No.3 has paid the amount. After that, he sold the property to the petitioner. The claim of BESCOM-respondent No.2 is that their writ petition is pending consideration before this Court. As per the order of the Appellate Authority, no amount is due from the vendor, as he has already complied with the Order. In those circumstances, there is no justification on the part of the BESCOM in demanding the amount by the letter dated 31.10.2025 and refusing to consider the case of the petitioner. If the writ



petition is held against the vendor of the petitioner/petitioner, either way, the vendor or the petitioner has to pay the money and he already undertook to pay the amount. The writ petition filed by the respondent in 2020 is pending. In those circumstances, the respondents cannot make the petitioner wait eternally until the petition is disposed of. As on today, they have no right to demand any amount, as it is yet to be adjudicated by this Court. At the same time, this Court has to balance the interests of the respondent in case they are successful in the writ petition. It is the case that respondent No.3 has already undertaken to pay the amount, subject to the result of the writ petition. The petitioner shall file an undertaking before the respondent that, in the event the vendor fails to pay, they will pay as will be determined by the Court in the pending writ petition. In that view of the matter, this Court is passing the following:

ORDER

- i. The letter addressed by the Respondent No.2 to the plaintiff dated 31.10.2025 is ***set aside***.



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- ii. Further, the respondents are directed to grant electricity connection in the name of the petitioner for the land bearing Municipal No. 136 (old No. 150), HAL Road, admeasuring about 1,02,366 square feet, situated in Kodihalli village, Varthur Hoblli, Bangalore, on the condition that the petitioner shall give an undertaking to the respondents that, if any adverse orders are passed and the vendor fails to pay the amount, the petitioner will pay the amount due to the respondents.
- iii. Accordingly, the writ petition is ***allowed.***
- iv. Pending I.As if any in the petition shall stand closed.

SD/-
(LALITHA KANNEGANTI)
JUDGE

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List No.: 1 Sl No.: 3
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