



IN THE HIGH COURT OF UTTARAKHAND AT NAINITAL
THE HON'BLE CHIEF JUSTICE MR. MANOJ KUMAR GUPTA
AND
THE HON'BLE JUSTICE MR. SUBHASH UPADHYAY
Special Appeal No.86 of 2026
11th May, 2026

Uttarakhand Power Corporation and Another -----Appellant

Versus

M/s Annapurna Rolling Mills Limited and Another
-----Respondents

Presence:-

Mr. V.K. Kohli, learned Senior Counsel assisted by Mr. Dharmendra Barthwal, Mr. Kanti Ram and Ms. Gurvani Singh, learned counsel for the appellants.

Mr. Siddhartha Singh, learned counsel for respondent no.1.

Mr. Sumit Bajaj, learned counsel for respondent no.2.

JUDGMENT: (per Mr. Manoj Kumar Gupta C. J.)

1. The present intra-court appeal is directed against the order of learned Single Judge dated 25.02.2026 by which WPMS No.1606 of 2023 filed by non-appellant no.1 (hereinafter referred to as "the original writ petitioner") has been allowed.

2. The reliefs claimed in the writ petition are as follows:

"(i) Issue a writ in the nature of certiorari quashing impugned order dated 09.06.2021 of Executive Engineer, UPCL (Annexure No.10).

(ii) Issue a writ, order or direction in the nature of mandamus directing the respondent authority (UPCL) to install a new meter having load capacity of 6000 KVA as applied by the petitioner"

3. The facts in brief are that M/s Rana Global Limited (hereinafter referred to as "the Corporate Debtor") owed certain amounts to Punjab National Bank. Upon its failure to



liquidate the dues of the bank, proceedings were initiated before the National Company Law Tribunal (for short “NCLT”) under the Insolvency and Bankruptcy Code, 2016 (for short “IBC”), for resolution of the debts of the financial creditor.

4. The interim Resolution Professional (hereinafter referred to as “ RP ”) appointed by the NCLT issued public announcement on 07.05.2018 in Form A under Regulation 6 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, inviting creditors of Corporate Debtor to submit their proof of claims on or before 21.05.2018. A publication to the same effect was also made on 11.05.2018 in Hindi and English editions of the newspaper Business Standard published from New Delhi.

5. The said RP issued an invitation for Expression of Interest (EOI) in respect of the Corporate Debtor. In response to the EOI, non-appellant no.2 herein i.e. Shah Publications Pvt. Limited, submitted a resolution plan. The resolution plan submitted by Shah Publication Pvt. Limited was approved by CoC in its meeting held on 28.12.2018 and was approved by the Adjudicating Authority on 06.11.2019.

6. Consequent upon approval of the resolution plan by the Adjudicating Authority, as per Section 9 of IBC, 2016, the Corporate Debtor underwent a change in ownership and management in terms of the approved resolution plan, whereupon ownership and management vested in the



successful resolution applicant i.e. Shah Publication Pvt. Limited. After adjustment of claims of all the creditors, the successful applicant i.e. Shah Publication Pvt. Limited became the new owner of the steel plant.

7. The case of the original writ petitioner is that it had initially obtained a lease of the rolling mill of the Corporate Debtor by lease deed dated 13.02.2019 and, on that basis, applied on 07.03.2019 for grant of a fresh electricity connection of 6000 KVA. The said application had been submitted prior to approval of the resolution plan.

8. The appellant-corporation rejected the said application by order dated 09.06.2021 recording that substantial sum was due against the Corporate Debtor and that a sum of ₹1,69,83,184.00 remained unpaid in respect of the premises for which prayer was made for release of new electricity connection.

9. In May 2023, the original writ petitioner instituted the writ petition before this Court and for the first time, placed reliance upon a Memorandum of Understanding dated 09.03.2024 allegedly executed between it and Shah Publication Pvt. Limited claiming entitlement to a fresh electricity connection on that basis.

10. Before the learned Single Judge, two issues arose for consideration. First one was regarding the dues payable by the Corporate Debtor to the appellant-Corporation and the second related to the *locus* of the original writ petitioner



to seek release of an electricity connection in its own name, not being owner of the premises.

11. The first issue regarding the dues of the appellant company has been answered by the learned Single Judge by holding that since the appellant-company had not lodged its claim before the RP, such claim did not survive after approval of the resolution plan. In coming to the said conclusion, the learned Single Judge has placed reliance on the judgment of the Hon'ble Supreme Court in the case of '*Paschimanchal Vidyut Vitran Nigam Ltd. Vs. Raman Ispat Pvt. Ltd. and Others*' 2023 SCC OnLine SC 842.

12. In respect of the second issue, the learned Single Judge held that in view of the memorandum of understanding dated 09.03.2021 executed between the original writ petitioner and Shah Publication Pvt. Limited, the successful resolution applicant, the original writ petitioner could be treated as an occupier of the premises and was, therefore, entitled to seek release of electricity connection in its favour. Accordingly, the writ petition was allowed, the order passed by the appellate-Corporation dated 09.06.2021 has been quashed, and the appellant-Corporation has been directed to install electricity connection on the basis of application submitted by the original writ petitioner within 30 days.

13. Learned counsel for the appellant submits that there are huge dues against the Corporate Debtor and the



original writ petitioner made the application on the basis of the lease allegedly executed in its favour by the Corporate Debtor. It is contended that the Corporation was well within its right to reject the application. He further submits that the MoU, on which reliance was placed by the original writ petitioner, was set up for the first time before the writ court. It is further submitted that in any event, the said MoU was valid only upto 31.03.2024 and, therefore, even on that basis, the original writ petitioner could claim no subsisting right to seek release of electricity connection in its own name.

14. Shri Siddhartha Singh, learned counsel appearing on behalf of original writ petitioner, on the other hand, supported the judgment of the learned Single Judge. However, he fairly concedes that the MoU which was set up in the writ petition was valid only upto 31.03.2024. He submits that, thereafter, the MoU has been extended, though no such evidence has been placed on record.

15. The legal position that all claims against Corporate Debtor stands frozen upon approval of the resolution plan and that any claim not submitted before the RP cannot thereafter be entertained is well settled. This position is not disputed by the learned counsel for the appellant.

16. However, we find force in his submission that the application submitted for release of electricity connection in the name of the original writ petitioner on the basis of



original lease deed executed by the Corporate Debtor in its favour before approval of the resolution plan was rightly rejected by the appellant-Corporation.

17. As noted above, the learned Single Judge granted relief to the original writ petitioner on the basis of MoU dated 09.03.2021. The learned Single Judge has allowed the writ petition on 25.02.2026. Admittedly, by that date, the MoU had ceased to remain valid, its term having expired on 31.03.2024. Though, it is now contended that the MoU was subsequently extended, no material has been brought on record to demonstrate that the MoU was extended.

18. Litigant seeking relief from the Court must demonstrate the subsistence of the legal right asserted not merely at the time of institution of proceedings, but also the date when the matter is adjudicated. In the absence of any material demonstrating continuance of MoU, the learned Single Judge erred in granting relief to the writ petitioner on the basis of MoU which had ceased to have operative force.

19. However, since it is now contended before us that MoU was subsequently extended, we consider it appropriate in the interest of justice, to remit the matter to the learned Single Judge for limited consideration of the said aspect, namely, whether the original writ petitioner continues to have any enforceable right to seek electricity connection in its favour.



20. Accordingly, the order of the learned Single Judge to the extent it directs the release of the electricity connection in favour of the original writ petitioner on the basis of MoU dated 09.03.2021 is set aside. The matter is remitted to the learned Single Judge for considering the aforesaid limited issue. The original writ petitioner shall be at liberty to bring on record relevant material, by way of supplementary affidavit along with supporting documents, within two weeks. Thereafter, the Corporation shall be at liberty to file its counter affidavit.

21. The matter may, thereafter, be decided by the learned Single Judge expeditiously preferably within four weeks from the date of exchange of the affidavits by the parties.

22. Accordingly, the appeal stands disposed of.

23. Pending application, if any, also stands disposed of.

(MANOJ KUMAR GUPTA, C. J.)

(SUBHASH UPADHYAY, J.)

Dated: 11.05.2026
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**SUKHBANT
SINGH**

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