

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**COMPANY APPLICATION NO. 469 OF 2018
IN
OFFICIAL LIQUIDATOR REPORT NO. 305 OF 2017
IN
COMPANY PETITION NO. 360 OF 1998**

Sunil R. Mantri (HUF) through
Sunil Ramnarayan Mantri as the Karta ...Applicant

IN THE MATTER BETWEEN
Integrated Finance Company Ltd. ...Petitioner

Versus

The Official Liquidator of M/s. Trident
Steels Ltd.& Anr. ...Respondents

Mr.Sharan Jagtiani a/w. Ms. Neeta Jain, Mr.R.B.Singhvi and Ms. Ananal
Desai I/b. Lex Service for Applicant.
Mr.Mahendhar Aithe, Company Prosecutor for Official Liquidator.

**CORAM : K.R.SHRIRAM, J.
DATE : 26th SEPTEMBER 2018**

P.C.:

1. Mr.Jagtiani,counsel for applicant submits that in effect, what applicant is seeking is only prayer clause (c) which reads as under :

“c.To direct Respondent No.2 to supply electricity under the new connections to the Applicant herein at the immovable property being Plot No.H-8 and H-9, MIDC, Additional Industrial Area, Jalgaon – 425 003 within the limits of Jalgaon Municipal Council, without any reference to the existing outstanding dues of M/s. Trident Steel (In Liqn.)”

2. Mr.Jagtiani states that prayer clause (a) will categorically work out if prayer clause (c) is granted and prayer clause (b) does not arise because

respondent No.2 will have to lodge its affidavit of proof of debt with Official Liquidator, who shall consider the same and dispose in accordance with law.

3. Copy of this application has been served on respondent No.2. Mr. Jagtiani states that it has been received by Jalgaon office of respondent No.2 on 1st September, 2018. This is the office of respondent No.2 to whom application was made for transfer of the electricity connection. Affidavit of service to be filed within one week from today.

4. Applicant is seeking restoration of electric supply at the immovable property being *Plot Nos.H-8 and H-9, MIDC, Additional Industrial Area, Jalgaon – 425 003* (said property). The said property was leased by company (in liquidation) from MIDC. Pursuant to a notice received by Official Liquidator, for the said leasehold rights of the said property, applicant bid for the same and was declared the successful bidder. Applicant has paid the entire consideration and leasehold rights have been assigned to applicant pursuant to a registered Deed of Assignment dated 6th February, 2018 signed by Official Liquidator and applicant.

5. After assignment deed was entered into, applicant approached respondent No.2 to reconnect the electricity supply to the said property and also to transfer the electricity connection/meter in the name of applicant or give fresh connection. By a letter dated 18th July 2018, respondent No.2 has

refused to restore electricity supply to the said property and transfer the connection to applicant because there are outstanding dues to be paid by company (in liquidation) for electricity supply made earlier and there are some criminal proceedings also pending against management of the company (in liquidation).

6. Respondent No.2 has not filed any appearance or reply, though served. Clause 13 of the terms and conditions of sale released by Official Liquidator reads as under :

“13.The purchaser is also liable to pay the transfer charges and arrears of MIDC in respect of the said immovable property in terms of the Hon'ble High Court's order dated 15.09.2017 passed on OLR No. 141 of 2017 including the taxes, charges, fees etc. in respect of immovable property from the date of confirmation of sale in their favour. Any earlier taxes, charges, fees and outgoings dues excluding MIDC charges and arrears payable to any authorities till the date of sale will be paid out of the sale proceeds in accordance with the provisions of the Companies Act, 1956 read with Companies (Court) Rules, 1959 by the Official Liquidator High Court, Bombay”.

Clause no. 13 of Deed of Assignment is similar to clause no. 13 of Terms and Conditions of Sale released by Official Liquidator, which reads as under :

“13.The purchaser is also liable to pay the transfer charges and arrears of MIDC in respect of the said immovable property in terms of the Hon'ble High Court's order dated 15.09.2017 passed on OLR No. 141 of 2017 including the taxes, charges, fees etc. in respect of immovable property from the date of confirmation of sale in their favour. Any earlier taxes,

charges, fees and outgoings dues excluding MIDC charges and arrears payable to any authorities till the date of sale will be paid out of the sale proceeds in accordance with the provisions of the Companies Act, 1956 read with Companies (Court) Rules, 1959 by the Official Liquidator High Court, Bombay”.

Therefore, any liability to any party before the date of confirmation of sale will be that of the company (in liquidation) through Official Liquidator. Applicant cannot be held liable or responsible to discharge those claims. It is settled law that any claimant, who has claim against company (in liquidation), has to file affidavit of proof of debt with Official Liquidator, who shall consider affidavit of proof of debt and dispose the same in accordance *with law*. Respondent No.2 is not exception to this.

7. In these circumstances, respondents also not having controverted any of the averments made in affidavit in support, application is allowed in terms of prayer clause (c), which reads as under :

“c. To direct Respondent No.2 to supply electricity under the new connections to the Applicant herein at the immovable property being Plot No.H-8 and H-9, MIDC, Additional Industrial Area, Jalgaon – 425 003 within the limits of Jalgaon Municipal Council, without any reference to the existing outstanding dues of M/s. Trident Steel (In Liqn)”.

8. It is clarified that all charges for restoring electric connection and if new cables have to be laid shall be paid by applicant.

9. Application accordingly stands disposed.

(K.R. SHRIRAM, J.)