



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 17462 OF 2024

M-s. Maind Flow Controls Private Limited Thr.
Its Managing Director Ajay Jadhav ...Petitioner
Versus
Maharashtra State Electircity Distribution Co. Ltd. Thr.
Its Superintending Engineer And Ors. ...Respondents

Mr. Hrishikesh Giri i/b Omkar Wangikar for Petitioner.

Mr. Rahul Sinha a/w Soham Bhalerao i/b DSK Legal for Respondent No.1 -
MSEDCL.

CORAM: G. S. KULKARNI &
ADVAIT M. SETHNA, JJ.

DATE: 07 APRIL 2025

P.C.

1. This petition under Article 226 of the Constitution of India is filed
praying for the following substantive reliefs:

"a. This Hon'ble Court be pleased to issue a Writ of Certiorari or any other appropriate writ or order or direction in the nature of Certiorari under Article 226 of the Constitution of India, 1950 thereby calling for the records and proceedings culminating into the issuance of the Impugned Notices dated 16 October 2024 (Exh. K), 23 October 2024 (Exh. L), 9 November 2024 (Exh. N), 11 November 2024 (Exh. O) issued by Respondent No.1, and after going through the legality, validity and propriety thereof, be pleased to quash and set aside the same;

b. This Hon'ble Court be pleased to issue a Writ of Mandamus or any other appropriate writ or order or direction in the nature of Mandamus under Article 226 of the Constitution of India, 1950 thereby directing the Respondent No.1 not to take any precipitative / coercive steps / actions against the Petitioner and / or the consumer number in furtherance of the Impugned Notices dated 16 October 2024 (Exh. K), 23 October 2024 (Exh. L), 11 November 2024 (Exh. O)

2. After this petition was heard for some time, learned counsel for the petitioner has fairly stated that the petitioner has deposited the entire electricity dues which in fact ought to have been the dues payable by respondent No.3 for the reason that petitioner is the auction purchaser of the premises in question and the liability of payment of electricity charges was in fact of respondent No.3.

3. The Supreme Court in the case of **K.C. Ninan Vs. Kerala State Electricity Board and Ors.**¹ had the occasion to consider and deal with such issues. The Supreme Court in such judgment has held that every intending bidder is put on notice that the seller does not undertake responsibility in respect of the property offered for sale with regard to any liability for the payment of dues like service charges, electricity dues for power connection and taxes of the local authorities. Thus, the liability of payment of electricity dues would have to be discharged by the intending bidder/auction purchaser, which in the present case would have to be discharged by respondent no.3.

4. We do not intend to delve on any such issues as now the petitioner has paid the entire dues. However, if the petitioner is of the opinion that the said amount ought to be refunded to the petitioner by respondent No.1, as there is an undertaking of respondent No.3, that all such dues shall be paid by respondent No.3. We permit the petitioner to move an appropriate application before respondent No.1 either for refund or for any other

¹ (2023) 14 SCC 431

appropriate relief which be considered in accordance with law after hearing all the parties.

5. All contentions in that regard are expressly kept open. Although the petitioner was inclined to withdraw this petition on the aforesaid orders, we disposed of this petition in the aforesaid terms. No costs.

(ADVAIT M. SETHNA, J.)

(G. S. KULKARNI, J.)