

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 4133 OF 2025

M/s. Karan Earth Movers ...Petitioner
Versus
The Executive Engineer, MSEDCL Ltd. & Anr. ...Respondents
Mr. Rameshwar N. Gite a/w Sushant Tare for Petitioner.
Ms. M. S. Bane, AGP for State.
Mr. Kiran Gandhi i/b Little & Co., for Respondent No.1.

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

DATE: 26 MARCH 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 to issue writ of mandamus or any other writ in the nature of mandamus thereby be pleased to declare act of the respondent no.1 thereby orally directly to pay and amount of Rs. 12,00,000/- (Rupees Twelve Lakhs only) as not in accordance with the provisions of Electricity Act, 2003 or regulation enacted there under concerning consumer no.000090983687.

b. This Hon'ble Court be to issue writ of mandamus or any other writ in the nature of mandamus thereby be pleased to direct the respondent for return of the amount of Rs.8,93,523/- (Rupees Eight Lakhs Ninety-Three Thousand Five Hundred and Twenty Three only) along with interest at the rate of 9% from the date of deposit till its realization."

2. It appears that the petitioner has acquired a plot of land from one Amrutlal Raichand Shah under the Deed of Assignment dated 9 November

2023. The plot is a leasehold plot which belongs to the Maharashtra Industrial Development Corporation (for short "**MIDC**"). It has been assigned to the petitioner by - Shri Amrutlal Raichand Shah who was the assignee from the original lessee Shri Jyotiranjana Bhattacharya and Shri S. Bhattacharya partners of one M/s. Machine Tech. It appears that there were electricity dues which were payable by the petitioner's assignor, which pertained to the consumption of electricity of the industrial activities undertaken by the assignors. Insofar as the liability to pay the electricity charges on or before the assignment of the plot was made to the petitioner, it was the liability of the assignor Shri Amrutlal Raichand Shah. To this effect clause in the deed of assignment namely clause No.2(n) is clear which reads thus:

"n) All the previous Statutory dues and Liabilities of any kind upto the date of Registration of Deed of Assignment, including by way of Property Tax, Pollution Control Board penalties or any liabilities, Municipal CESS and taxes, Sales Tax, Excise, Goods and Service Tax (GST), MIDC dues, Professional tax, Works Contract Tax, Electricity charges, water Charges, MIDC sub-letting dues, any bankers liability, Labour Liability or any other Government authority liabilities or any other liability has arisen or will arise commencing from inception in respect of the said property up to the date of giving possession of the property, shall vest with and be borne and paid by the ASSIGNOR and from the very next day all liabilities in regards to Property Tax, Municipal CESS and taxes, MIDC dues, Electricity charges, water Charges shall be borne and paid by the ASSIGNEE in regards to the said Plot R-254 TTC Industrial Area."

3. Thus, any dues and liability *inter alia* in relation to electricity charges was that of the petitioner's assignor Shri Amrutlal Raichand Shah who remained as a defaulter insofar in payment of the electricity dues. The

petitioner however has taken over the premises with such clear condition as contained in the “Deed of Assignment”, ultimately whatever demand is being made, it would required to be paid by the assignor and now by the petitioner. The assigner has not disputed the electricity dues. We cannot permit the petitioner who is the assignee to take a position contrary from what was agreed by the petitioner in the deed of assignment. The petitioner would be entitled to recover such amounts from the assignor. In any event, it cannot be accepted that the petitioner was not aware of the electricity dues of the Assignor in entering such commercial transaction.

4. In this view of the matter, any argument which in fact ought to be the grievance of the petitioner against the assignor cannot be entertained in the proceedings of a Writ Petition under Article 226 fo the Constitution of India. If the petitioner has any grievance or want to dispute the bills which are issued to the petitioner now and / or action if any is being taken in relation to the said bills, it is open to the petitioner to approach the appropriate statutory authority as created/available under the Electricity Act, 2003.

5. With such observations, we keep open all contentions of the petitioner to avail of a statutory remedy.

6. We cannot entertain this petition. It is accordingly disposed of. No costs.

(ADVAIT M. SETHNA, J.)

(G. S. KULKARNI, J.)