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W.P.No.9711 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 09.03.2026

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THE HONOURABLE MR.JUSTICE M.DHANDAPANI

W.P.No.9711 of 2024

M/s.Paramasivam Palanisamy Charitable Trust,
Rep. By its Chairman Mr.K.Paramasivam,
No.119, Bhavani Road,
Erode – 638 004.

... Petitioner

Vs.

- 1.The Assistant Engineer,
TANGEDCO,
Arasur CEDC/South Coimbatore.
- 2.The Superintending Engineer,
TANGEDCO,
Coimbatore Electricity Distribution Circle South,
Coimbatore.
- 3.Kovai Medical Centre and Hospital Limited
Represented by its Director
99, Avinashi Road,
Coimbatore 641 014.

... Respondents

Prayer:

Petition filed under Article 226 of the Constitution of India to issue a Writ of Certiorarified Mandamus calling for the records of the order passed by the first respondent herein dated 21.02.2024 bearing No.AE/O&M/ARASU/F/CP/D.No. /2023-2024 dated 21.02.2024 and quash the same as illegal and direct the first respondent to refund the



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security deposit of Rs.1,28,945/- with respect to EB Connection No.032880011667 and a sum of Rs.3,29,644/- with respect to EB Connection No.032880011669 by permitting the petitioner to surrender the EBC connections EBSC Nos.032880011667 and 032880011669.

For Petitioner : Mr.P.J.Sri Ganesh
For Respondents : Mr.L.Jai Venkatesh for R1, R2
Ms.Gopika Nambiyar for R3

O R D E R

The petitioner has filed this writ petition seeking issuance of Writ of Certiorarified Mandamus calling for the records of the order passed by the first respondent dated 21.02.2024 bearing No.AE/O&M/ARASU/F/CP/D.No. /2023-2024 dated 21.02.2024 and quash the same as illegal and direct the first respondent to refund the security deposit of Rs.1,28,945/- with respect to EB Connection No.032880011667 and a sum of Rs.3,29,644/- with respect to EB Connection No.032880011669 by permitting the petitioner to surrender the EBC connections EBSC Nos.032880011667 and 032880011669.

2.The learned counsel appearing for the petitioner submitted



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that the petitioner is carrying on charitable activities by running educational institutions. The petitioner is the owner of the land and buildings admeasuring 40 acres at Palladam Taluk, Neelambur Village within the Tiruppur Registration District and the petitioner had obtained two connections from the respondents bearing EBSC Nos.032880011667 and 032880011669. The petitioner had availed credit facilities from Karur Vysya Bank by mortgaging 12.12 acres of land and on account of default committed by the petitioner, Karur Vysya Bank had published auction cum sale notice, pursuant to which, the lands measuring 12.12 acres along with buildings constructed therein were sold to Kovai Medical Centre and Hospital Limited although the encumbrance certificate does not reflect any registered sale certificate.

3.The learned counsel appearing for the petitioner further submitted that the petitioner challenged the sale conducted by Karur Vysya Bank on the ground of gross under valuation by filing a SARFAESI Application before the DRT, Coimbatore and the same ended against the petitioner. However, electricity service connection is not subject matter of SARFAESI proceedings and auction sale is only



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in respect of land and buildings. Thereafter the petitioner made representation to the Electricity Board seeking disconnection of electricity service connection and for refund of security deposit, however the same was rejected on the ground that pursuant to the auction sale, the electricity service connection was transferred to the name of Kovai Medical Centre and Hospital Limited, which is not sustainable one. Hence, this Court may issue direction to the respondents to refund the security deposit deposited by the petitioner within a reasonable time frame.

4.The learned counsel appearing for the third respondent submitted that the petitioner challenged the SARFAESI proceedings initiated by Karur Vysya Bank and the same was dismissed by the respective Authority. Thereafter, the electricity service connection which stood in the name of the petitioner was transferred in the name of the third respondent and transfer order was passed on 09.02.2024.

5.The learned counsel appearing for the respondents 1 and 2 submitted that pursuant to the letter given by the Karur Vysya Bank for transferring electricity service connection from the name of the



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petitioner to the name of the third respondent, the electricity service connection was transferred in the name of the third respondent. If at all the petitioner claim anything against the electricity service connection, it has to be ventilated only as against Karur Vysya Bank, instead making representation for refund of security deposit is not sustainable one. The learned counsel further submitted that as on date electricity service connection is in live condition in the name of third respondent and unless electricity service connection is cancelled, refund of security deposit does not arise.

6.Heard the arguments advanced on either side and perused the materials available on record.

7.The petitioner had availed credit facilities from Karur Vysya Bank by mortgaging 12.12 acres of land and on account of default committed by the petitioner, Karur Vysya Bank had published auction cum sale notice, pursuant to which, the lands measuring 12.12 acres along with buildings constructed therein were sold to Kovai Medical Centre and Hospital Limited. The petitioner challenged the sale conducted by Karur Vysya Bank on the ground of gross under valuation by filing a SARFAESI Application before the DRT, Coimbatore



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and the same ended against the petitioner.

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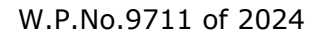
8.Perusal of records reveal that pursuant to the letter given by the Karur Vysya Bank for transferring electricity service connection from the name of the petitioner to the name of the third respondent, the electricity service connection was transferred in the name of the third respondent. If at all the petitioner claim anything against the electricity service connection, it has to be ventilated only as against Karur Vysya Bank, instead making representation for refund of security deposit is not sustainable one. Further, as on date electricity service connection is in live condition in the name of third respondent and unless electricity service connection is cancelled, refund of security deposit does not arise.

9.In view of the above, this writ petition is dismissed. Liberty is granted to the petitioner to work out the remedy as against Karur Vysya Bank in the manner known to law. No costs.

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Index: Yes/ No
Speaking Order: Yes/ No
NCC: Yes/ No

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