

(2009) 02 MP CK 0043
In the Madhya Pradesh High Court

M.P. Paschim Kshetra Vidyut Vitran Company Limited	APPELLANT
Vs	
Electricity Consumer Grievances Redressal Forum and Another	RESPONDENT

Date of Decision : 06-02-2009

Acts Referred:

Constitution of India, 1950 — Article 226
Electricity Act, 2003 — Section 24

Citation : AIR 2009 MP 200 : (2009) 2 J LJ 210 : (2009) 2 MPHT 324 : (2009) 3 MPLJ 351 : (2009) 1 MPLJ 565

Hon'ble Judges : Viney Mittal, J

Bench : Single Bench

Final Decision : Dismissed

Judgement

Viney Mittal, J.

This order shall dispose of three writ petitions being W.P. No. 147/2009, W.P. No. 6337/2008 and W.P. No. 7555/2008, as all the three writ petitions have arisen out of common proceedings/orders passed by the Electricity Consumer Grievances Redressal Forum, Indore (hereinafter referred to as "Consumer Forum"), and pertain to a controversy between M.P. Paschim Kshetra Vidyut Vitran Company Limited (hereinafter referred to as "Vitran Company") and the Company M/s. R.K. Ferro Alloys Private Limited (hereinafter referred to as "the applicant-Company"). Whereas two writ petitions, W.P. No. 7555/2008 and W.P. No. 6337/2008 have arisen out of the interim orders passed by the Consumer Forum Writ Petition No. 147/2009 has arisen out of a final order passed by the Consumer Forum, whereby the application/complaint filed by the applicant-Company has been allowed. As a matter of fact, on passing of the final orders by the Consumer Forum, the two writ petition, W.P. No. 7555/2008 and W.P. No. 6337/2008, have been practically rendered infructuous.

Hereinafter, the parties would be referred as petitioner and respondent, as per their status in W.P. No. 147/2009.

The petitioner-Vitran Company is a successor in interest of M.P. Electricity Board. On February 6, 1991, the Electricity Board entered into an HT agreement, for supply of electric energy with one M/s Quality Steel and Forgings Limited. Later on, through another arrangement between the Board and the aforesaid Company on March 29, 1991, the entitlement of the said Company was enhanced to 5000 KVA. It appears that the monthly bills issued to the aforesaid M/s Quality Steel and Forgings Limited by the Board, remained unpaid from April, 1991 till June, 1998. On account of the said default, the electricity connection of the said Company was temporarily disconnected to June 26, 1998.

It also appears from the record that the aforesaid dispute became a matter of adjudication before the Board for Industrial and Financial Reconstruction (BIFR), under the provisions of Sick Industrial Company (Special Provision) Act, 1984. On April 24, 2000 the BIFR recorded an opinion, that it was just and equitable to initiate winding up proceedings against the said Company. Consequently, the winding up proceedings were initiated against the said Company, before the Calcutta High Court. An Official Liquidator was appointed in the matter by the said Court. When the aforesaid winding up proceedings were pending before the Calcutta High Court, and even the Official Liquidator had been appointed, the petitioner-Vitran Company lodged a claim of Rs. 6.43 crores against the aforesaid Company, M/s Quality Steel and Forgings Limited, before the Official Liquidator on May 20, 2002. There is no indication on record, as to how, and in what manner, the said claim lodged by the Vitran Company, was ever processed.

However, on January 12, 2007, the Company Judge of Calcutta High Court ordered the sale of lease hold rights, plant and machinery of M/s Quality Steel and Forgings Limited. The sale of the aforesaid property/rights was sanctioned in favour of one M/s Choudhary and Sons Forging Private Limited, Jhabua, for a sum of Rs. One Crore. It would be relevant to notice that the aforesaid plant and machinery of the said Company in liquidation was situated at Industrial Area, Meghnagar, District Jhabua (M.P.). The said sale by the Official Liquidator in favour of M/s Choudhary and Sons Forging Private Limited attained finality.

According to the applicant-Company, M/s R.K. Ferro Alloys Private Limited, some talks/negotiations for purchase of the aforesaid property of M/s Choudhary and Sons, ensued between the applicant and the said Company. Consequently, through an application, filed on April 9, 2008, the applicant-Company approached the Vitran Company, for grant of a new electricity connection. It also appears from the record that the applicant purchased the aforesaid property of M/s. Choudhary and Sons Forging Private Limited, on June 24, 2008, for a sum of Rs. 1.25 crores, but claims that for the aforesaid purposes, it obtained unsecured loans to the extent of Rs. 1.50 Crores. A No Objection Certificate was also granted by M.P. Audyogik Kendra Vikas Nigam Limited (Indore), on July 2, 2008, in favour of the applicant-Company for grant of new connection. However, the Vitran Company refused sanction of HT load connection to the applicant-Company on July 18, 2008, maintaining that outstanding dues recoverable from

M/s Quality Steel and Forgings Limited had not been cleared, and therefore, as per Clause 4.17 of the M.P. Electricity Supply Code, 2004 (hereinafter referred to "as Code") the application of the applicant-Company could not be entertained.

On the aforesaid refusal by Vitran Company, the applicant-Company approached this Court, through a writ petition, being W.P. No. 4414/2008, challenging the aforesaid refusal/order passed by the Vitran Company, and seeking directions to the Vitran Company for release of the connection. On a show-cause notice issued in the said writ petition, a contest was offered by Vitran Company. A preliminary objection was raised to the effect that the applicant-Company had an alternative remedy of approaching the Consumer Forum, and could even obtain an interim relief in the said proceedings, and therefore, could not have approached this Court directly under Article 226 of the Constitution of India. This Court, vide order dated August 5, 2008, upheld the preliminary objection raised by the Vitran Company, and relegated the applicant-Company, to seek its alternative remedy, by approaching the Consumer Forum, at the first instance. A liberty was further granted to the applicant-Company to make a request for interim relief in the proceedings before the Consumer Forum. Corresponding directions were also issued to the Consumer Forum that if any such application for interim relief was filed by the applicant-Company, the same be considered within the stipulated period of two weeks, by passing an appropriate order, as per law. In terms of the aforesaid liberty granted to the applicant-Company, the complaint/proceedings were initiated by it, before the Consumer Forum. A prayer for interim relief was also made, and directions were sought against the Vitran Company, to grant interim connection during the pendency of the proceedings.

On September 17, 2008, the Consumer Forum stayed the refusal order dated July 18, 2008, passed by the Superintending Engineer, and directions were also issued to grant a new power connection of 33 KV system for 3300 KVA contract demand, as required by the applicant, at the earliest, after collecting sufficient security deposit, to safe guard the bill of energy to be sold monthly.

The Vitran Company challenged the aforesaid interim orders dated September 17, 2008 passed by the Consumer Forum, by filing a W.P. No. 6337/2008, before this Court. Since the Vitran Company chose not to comply with the said interim directions issued by the Consumer Forum, the applicant-Company also approached this Court by filing a W.P. No. 7555/2008. In both the aforesaid writ petitions, show-cause notices having been issued by this Court, a contest is offered by the rival parties to each others claim.

In the meantime, during the pendency of the aforesaid two writ petitions, vide an order dated December 20, 2008, the complaint filed by the applicant-Company has been finally allowed by the Consumer Forum and directions have been issued to the Vitran Company to provide a new/fresh HT connection of 33 KVA system of load 3300 KVA. The aforesaid order dated December 20, 2008 has been appended as Annexure P-I in W.P. No. 147/2009, and is subject-matter of challenge by Vitran Company, in the aforesaid writ petition, filed by it before this

Court.

It is in these circumstances that all the three writ petitions have been taken up together for hearing, as noticed in the earlier portion of this order.

As observed earlier, on passing of the final order by the Consumer Forum, for all practical purposes, the two earlier writ petitions, W.P. No. 6337/2008 and W.P. No. 7555/2008, have lost their relevance and have in fact been rendered infructuous. Although, the learned Counsel for the applicant-Company claims, that in any case, even the final order having been passed by the Consumer Forum in favour of the applicant-Company, directions are still required to be issued by the Vitran Company to grant the aforesaid connection.

I have heard Shri Surjeet Singh, learned Senior Counsel for the petitioner-Vitran Company and Shri V.K. Dalai, learned Counsel for the respondent-applicant-Company and with their assistance have also gone through the record of the case.

At the outset, it may be noticed, that facts noticed in detail in the above portion of the order, are not a matter of contest between the parties. It is not a matter of dispute, even by the applicant-Company that outstanding dues with regard to electric supply by M.P.E.B./Vitran Company remained unpaid by M/s Quality Steel and Forgings Limited. Similarly, it is not a matter of any dispute even by the Vitran Company that on April 24, 2000, BIFR had recorded an opinion under SICA that it was just and equitable that the aforesaid Company be wound up. The parties have also not contested the fact that winding up proceedings were initiated before the Company Judge of Calcutta High Court and an Official Liquidator was appointed in the matter. Vitran Company lodged a claim of Rs. 6.43 crores in Form No. 66 against the aforesaid M/s Quality Steel and Forgings Limited, before the Official Liquidator, appointed by the Calcutta High Court. Still further, concededly, on January 12, 2007, under the directions issued by the Company Judge, of the Calcutta High Court, the Official Liquidator, attached to the Court, sold lease hold rights, plant and machinery of the aforesaid Company, under winding up, in favour of M/s Choudhary and Sons Forging Private Limited, for a sum of Rs. One Crore. The said property is situated in Industrial Area, Meghnagar, Jhabua (M.P.).

Thereafter, the present applicant-Company M/s R.K. Ferro Alloys Private Limited had purchased the aforesaid plant and machinery etc. from M/s Choudhary and Sons Forgings Private Limited through a private sale effected on June 24, 2008, therefore, have stepped into the shoes of M/s Choudhary and Sons. After the sale, for all practical purposes, the controversy which arises for adjudication, before this Court, is as to whether the MPEB/Vitran Company could have raised a demand for the outstanding dues of M/s Quality Steel Forgings Limited, against the purchaser Company, M/s Choudhary and Sons Forgings Private Limited, or not, and therefore, consequently, could have refused a new/fresh connection to the applicant-Company M/s R.K. Ferro Alloys Private Limited, who had stepped

into the shoes of M/s Choudhary and Sons, on purchase of its rights. While refusing the request/application made by the applicant-Company, for grant of a new electricity connection, through order dated July 18, 2008, the Superintending Engineer of the petitioner-Vitran Company had passed the following order:

With reference to above it is to intimate that the Competent Authority has decided that the request of consumer for sanction of 3800 KVA H.T. power connection on 33 KV at 60 A, Industrial Area, Meghnagar, District Jhabua may be refused as per the provision of Clause 4.17 of Supply Code.

Therefore you are hereby informed accordingly.

A copy of the aforesaid order has been also appended as Annexure P-4 with W.P. No. 147/2009.

It is apparent that only reason given by the Superintending Engineer, to decline the prayer made by the applicant, is that the electricity dues were outstanding against the original consumer M/s. Quality Steel and Forging Limited. Reliance has been placed on Clause 4.17 of the Code.

During the course of arguments, Shri Surjeet Singh, learned Senior Counsel appearing for the Vitran Company has also placed strong reliance upto the provision of Clause 4.17 of the Code, and has maintained that under the provisions of the aforesaid clause, in case of arrears of electricity dues, or other dues with regard to the premises, where the new connection is applied for, the application made by an applicant, could be refused. Learned Senior Counsel has also argued that the reliance placed by the Consumer Forum, in its impugned order, Annexure P-1, on the judgments rendered by the Apex Court in the cases of Isha Marbles Vs. Bihar State Electricity Board and Another, and Ahmedabad Electricity Co. Ltd. Vs. Gujarat Inns. Pvt. Ltd. and Others, , was wholly misplaced, inasmuch as, the said judgments had no application to the controversy in the present case, because of the existence of a specific Clause 4.17 in the Code. Learned Senior Counsel, has argued that as a matter of fact, the controversy was squarely covered in favour of the Vitran Company, as per the law laid down by the Apex Court, in the case of Dakshin Haryana Bijli Vitran Nigam Limited v. Paramount Polymers Private Limited (2006) 13 SCC 101.

The aforesaid contentions have been refuted by Shri Vivek Dalai, learned Counsel for the applicant-Company. With equal vehemence, Shri Dalai has maintained that once the property in question had been sold by the Official Liquidator, attached to the Calcutta High Court, under the directions of the Company Judge of the said Court, in favour of M/s Choudhary and Sons Forgings Private Limited, then on that transfer, the said purchaser M/s Choudhary and Sons had acquired the rights in the properties, plant and machinery etc. free from all encumbrances, and therefore, on further transfer of the said rights by the said purchasers to the present applicant-Company, no liability towards the outstanding amount could be deemed to have been transferred to the applicant-

Company. Shri Dalai further maintains that since the Vitran Company had itself lodged a claim of Rs. 6.43 Crores against M/s Quality Steel and Forgings Limited, before the Official Liquidator, attached to Calcutta High Court, therefore, the only remedy Vitran Company had, was to continue with the proceedings in the said claim petition, and in any case, could not have enforced itself the said liability on the property purchased by M/s Choudhary and Sons through the Official Liquidator, and later on by the applicant-Company.

According to the learned Counsel, the law laid down in *Isha Marbles (supra)* and *Ahmedabad Electricity Company Limited (supra)*, applied on all fours to the controversy in question. Shri Dalai has also argued that bar contained in Clause 4.17 of the Code was not attracted to the controversy arising in the present case.

I have duly considered the rival contentions of the learned Counsel for the parties and have also gone through the various provisions relied upon by the learned Counsel, and have also considered the judgments cited before the Court.

Since the Vitran Company has placed reliance on Clause 4.17 of the Code to deny the new connection to the applicant-Company, therefore, it would be appropriate to extract the provisions of the said Clause at the outset:

Clause 4.17: If the consumer, in respect of an earlier agreement executed in his name or the name of a firm or Company with which he was associated either as a Partner, Director or Managing Director or as occupier and or owner of the premises, has any arrears of electricity dues or other dues for the premises where the new connection is applied for and such dues are payable to licensee, the requisition for supply may not be entertained by the licensee until the dues are paid in full. However, release of new connection shall not be refused by the Distribution Licensee in following cases:

(i) If the lease deed is cancelled by the State Govt. on account of any reason and allocated to a new party/consumer, then the new party/consumer shall not be required to pay the energy dues of erstwhile consumer.

(ii) If property is attached and sold by Income Tax Department/Commercial Tax Department or such other Govt. Departments for recovery of their dues, then the new purchaser shall not be required to pay the energy dues of erstwhile consumer.

(iii) If the Financial Institutions created under the State Act/Central Act attach and the Sale property for recovery of their dues, then the purchaser shall not be required to pay the energy dues of erstwhile consumer.

(iv) On Vacation of Govt. Quarter/Flat on transfer of an employee leaving arrears of energy charges, new occupant shall not be required to pay the energy dues of erstwhile consumer.

(v) If there is a specific order from a Court for non-recovery of arrears outstanding on the premises.

A bare perusal of Clause 4.17, shows that it has been enacted with a view to enforce liability, with regard to premises, on account of electricity dues, where a new connection is applied. According to the said Clause, the application made by such an applicant may not be entertained by the Vitran Company, until the dues are paid in full. However, a few exceptions have also been inserted in the said Clause. The first exception is of a situation, where a lease deed is cancelled by the State Government on account of any reason and the premises is allocated to the new party or consumer. In such a situation, the new party/consumer is not required to pay the energy dues of the erstwhile consumer. The second situation is, if a property is attached and sold by the Income Tax Department/Commercial Tax Department or such other Government Department for recovery of the dues, a new purchaser is not required to pay the energy dues of the erstwhile consumer. The third situation is, if the property is sold by a financial institution, created under the State Act/Central Act, for recovery of dues, in that case also, the purchaser of such a property, is not required to pay the energy dues of the erstwhile consumer. There are two more exceptions, which are not relevant to be noticed.

On a thoughtful consideration of the entire language of Clause 4.17, and on conjoint reading of exceptions to the General Rule, it is apparent that a purchaser of sold property, through intervention of the State Government, Tax Departments or other Government Departments, and even by the Financial Institutions, under the State Act/Central Act, would not be required to pay energy dues of the erstwhile consumer. The intention of the framers, while enacting Clause 4.17, is clearly discernible from the said exceptions. It is clear that a purchaser through the intervention of a Government agency etc. is protected. Such a purchaser, cannot be burdened for the energy dues of the erstwhile consumer. However, any private transaction/transfer, merely, between the erstwhile consumer and a purchaser is not recognized, and no such protection, is made available, to such a purchaser, through a private sale. The intention seems to be to grant sanctity to an official sale, and correspondingly to protect a purchaser, of such an official sale. The said intention is in fact incomplete consonance with the Public Policy. The same is also in confirmity with the principle that the official acts of a State agency and its instrumentality cannot be deemed to be prejudicial to a person accepting such acts, and acting thereupon.

Although, learned Senior Counsel for the Vitran Company has argued that the sale by the Official Liquidator to M/s Choudhary and Sons was not covered by any of the exceptions attached to the Clause 4.17, but in my considered view, the said argument on behalf of the Vitran Company cannot be accepted. It is a well settled principle of interpretation of statutes that the intention of the framers must be gathered by reading the provision as a whole and not merely in isolation. Some observations made by the Apex Court in the case of Manik Lal Majumdar and Others Vs. Gouranga Chandra Dey and Others, , may be noticed:

8. It is a well-settled principle that the intention of the Legislature must be found by reading the statute as a whole and in order to ascertain the meaning of a clause in a statute, the Court must look at the whole statute, at what precedes and what succeeds and not merely the clause itself. The Court must ascertain the intention of the Legislature by directing its attention not merely to the clauses to be construed, but to the entire statute; it must compare the clause with the other parts of the law and the setting in which the clause to be interpreted occurs (see *State of W.B. v. Union of India* and *R.S. Raghunath v. State of Karnataka*).

Applying the aforesaid principle of interpretation of statutes, and on consideration of all the exceptions employed in Clause 4.17, it is apparent that all the sales, effected by an official agency, under any law whatsoever, are intended to be recognized, and a corresponding protection has been extended to the purchaser of such a property, from such an agency, and in such a sale, the energy dues of erstwhile consumer cannot be fastened upon the purchaser.

It is not a matter of any dispute that an Official Liquidator attached to the Calcutta High Court, who sold the property in question to M/s Choudhary and Sons, is a creation of a statute, i.e., the Company Act, and was duly attached to the Calcutta High Court, and therefore, in my considered view, is fully covered under the exceptions to Clause 4.17. In these circumstances, neither the M/s Choudhary and Sons, the original purchasers from the Official Liquidator, nor M/s R.K. Ferro Alloys Private Limited, the present applicant-Company, who purchased from the original purchaser, through a later private sale, can be fastened with the liability of electricity dues of the erstwhile consumer M/s Quality Steel and Forgings Limited.

It would be relevant to extract certain observations made by the Apex Court in *Isha Marble's* case (*supra*):

56. From the above, it is clear that the High Court has chosen to construe Section 24 of the Electricity Act correctly. There is no charge over the property. Where that premises comes to be owned or occupied by the auction-purchaser, when such purchaser seeks supply of electric energy he cannot be called upon to clear the past arrears as a condition precedent to supply. What matters is the contract entered into by the erstwhile consumer with the Board. The Board cannot seek the enforcement of contractual liability against the third party. Of course, the bona fides of the sale may not be relevant.

The form of requisition relating to the contract is in Annexure VIII prescribed under Clause VI of the Schedule to the Electricity Act. They cannot make the auction-purchaser liable. In the case of *Isha Marbles* we have already extracted the relevant clause wherein the consumer was asked to state his willingness to clear off the arrears to which the answer was in the negative. Therefore, the High Court has rightly held that the auction-purchaser, namely; "the writ petitioner before us is ready and willing to enter into a new contract (sic : and) that the

auction-purchaser does not intend to obtain the continuance of supply of electrical energy on the basis of the old agreement". It is true that it was the same premises to which reconnection is to be given. Otherwise, with the change of every ownership new connections have to be issued does not appear to be the correct line of approach as such a situation is brought about by the inaction of the Electricity Board in not recovering the arrears as and when they fall due or not providing itself by adequate deposits.

This is a case of sale u/s 29 of the Corporations Act. Of course, what the Corporation seeks to recover are the loans advanced by enforcement of a mortgage. Such sale cannot affect the right of the Board to recover its dues. The failure of the Board to recover the dues as and when such dues arose, is a point to be put against it.

With the aforesaid observations, it was held by the Supreme Court, that it was impossible to impose on the purchasers, the liability, which was not incurred by them.

To the similar effect, relying upon the law laid in the case of Isha Marbles, the Apex Court again, in the case of Ahmedabad Electricity Company Limited (supra), reiterated that in case of a fresh connection, for the premises, an auction purchaser cannot be held liable to clear the arrears, incurred by the previous owners for the power supply to the premises, in the absence of there being a statutory provision in that regard.

Even at the cost of repetition, it may still be noticed, that although the said judgment is sought to be distinguished by the learned Senior Counsel for the petitioner-Vitran Company, by placing reliance upon Clause 4.17 of the Code, but as discussed above, the said Clause does not come to the protection of the Vitran Company, with regard to the controversy in question.

Before parting with this order, a reliance placed by the learned Senior Counsel for the Vitran Company on the judgment of Dakshin Haryana Bijli Vitran Nigam Limited (supra), may also be noticed.

With a great vehemence, learned Senior Counsel has relied upon the said judgment and contends that the law laid down in the case of Isha Marbles (supra) and Ahmedabad Electricity Company (supra), had been duly taken note by the Apex Court in the aforesaid case and it had been noticed that in view of the specific provisions, contained in Clause 21-A of the terms and conditions of supply, inserted by the Dakshin Haryana Bijli Vitran Company, the outstanding dues of earlier occupier and defaulter were recoverable by the Vitran Company from the present occupier/purchaser of the premises. According to the learned Counsel, the provisions of Clause 21-A are identical to Clause 4.17, and therefore, the said law laid down in Dakshin Haryana Bijli Vitran Nigam Limited (supra) would govern the controversy, and reliance placed by the Consumer Forum on Isha Marbles and Ahmedabad Electricity Company's cases was misplaced.

I have thoughtfully considered the said contention of the learned Senior Counsel for the petitioner. However, I find myself unable to accept the same. Clause 21-A of the terms and conditions of supply of electric energy, inserted by Dakshin Haryana Bijli Vitran Nigam Limited, has been reproduced in the said judgment, and may be extracted below for ready reference:

21-A. (a) When there is transfer of ownership or right of occupancy of a premises, the registered consumer shall intimate the transfer of right of occupancy of the premises within 15 days to the Assistant Engineer/Assistant Executive Engineer concerned. Intimation having been received, the service shall be disconnected unless application for transfer is allowed. If the transferee desires to enjoy the service connection, he shall pay the outstanding dues, if any, to the Nigam and apply for transfer of the service connection within 30 days and execute fresh agreement and furnish fresh security. New consumer number shall be allotted in such cases cancelling the previous number.

(b) Reconnection or new connection shall not be given to any premises where there are arrears on any account due to the Nigam unless these are cleared in advance. If the new owner/occupier/allottee remits the amount due from the previous consumer, the Nigam shall provide reconnection or new connection depending upon where the service remains disconnected/dismantled, as the case may be. The amount so remitted will be adjusted against the dues from the previous consumer. If the Nigam gets the full or partial dues from the previous consumer through legal proceedings or otherwise, the amount remitted by the new owner/occupier to whom the connection has been effected shall be refunded to that extent. But the amount already remitted by him/her shall not bear any interest.

(c) The above proposed provisions of Clauses 21-A(a) and (b) shall be applicable to existing consumers also where defaulting amount exists against premises occupied by such consumer.

It is apparent from the perusal of Sub-clause (a) of said Clause 21-A, that a transfer of ownership of a premises, by the registered consumer, is not considered binding on the Assistant Engineer/Assistant Executive Engineer, but the registered consumer was required to intimate to the authorities the factum of the transfer, and even a right had been conferred upon the authorities, to disconnect the electric supply, unless application for transfer was allowed. The transferee was required to execute a fresh agreement, and furnish fresh security, and as per Clause (b) even a reconnection or a new connection was not to be given to any premises, where there were arrears on any account due and unless the arrears were cleared in advance. While interpreting the aforesaid Clause 21-A, the Apex Court noticed that the observations itself had been made in the case of Isha Marbles (supra), that in the absence of specific provision authorizing recovery, the purchaser was protected, but in the light of the said Clause 21-A, there being a specific Clause, the purchaser was not so protected and was liable for the dues of the erstwhile consumer.

However, as discussed above, the provisions of Clause 4.17 of the Code, relied upon by the Vitran Company in the present case, are totally distinguishable, and not even comparable to the provisions of Clause 21-A in the case of Dakshin Haryana Bijli Vitran Nigam Limited. Thus, the judgment is not applicable to the facts and circumstances of the case in any manner.

At this stage, it would be relevant to again notice that the MPEB/Vitran Company, had lodged a claim of 6.43 crores against M/s Quality Steel and Forgings Limited, before the Official Liquidator of Calcutta High Court. In view of the aforesaid fact, the Vitran Company should continue with the said proceedings, before the Official Liquidator of Calcutta High Court, in accordance with law. In any case, the aforesaid outstanding dues cannot be made recoverable from the present applicant-Company, M/s R.K. Ferro Alloys Private Limited. However, the Vitran Company would be at liberty to continue with the proceedings in the said claim petition, if still pending before the Official Liquidator of the Calcutta High Court, in accordance with law.

No other point has been urged.

In view of the aforesaid discussion, I find that whereas two writ petitions, being W.P. No. 6337/2008 and W.P. No. 7555/2008, are disposed of as having been rendered infructuous, W.P. No. 147/2009 filed by the Vitran Company, is devoid of any merit, and is dismissed. Directions are also issued to the petitioner-M.P. Paschim Kshetra Vidyut Vitran Company Limited, to comply with, in letter and spirit, the order (Annexure P-1), issued by the Consumer Forum, in accordance with law, and release the electricity connection to the applicant-Company, M/s. R.K. Ferro Alloys Private Limited.