



IN THE NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH, COURT – 1, AHMEDABAD

ITEM No.308
IA/1156(AHM)2026
in
CP(IB) 669 of 2019

Under Section 60(5) of IB Code, 2016

IN THE MATTER OF:

Mexmon Buildwell LLP

V/s

Uttarakhand Power Corporation Limited & Another

.....Applicant

.....Respondents

Order delivered on: 07/09/2026

C O R A M:

MR. SHAMMI KHAN, HON'BLE MEMBER (J)

MR. SANJEEV SHARMA, HON'BLE MEMBER (T)

O R D E R
(Hybrid Mode)

The case is fixed for pronouncement of order. The order is pronounced in the open court, vide separate sheet

-Sd-

SANJEEV SHARMA
MEMBER (TECHNICAL)

-Sd-

SHAMMI KHAN
MEMBER (JUDICIAL)



**BEFORE THE ADJUDICATING AUTHORITY
NATIONAL COMPANY LAW TRIBUNAL
DIVISION BENCH, COURT-I, AHMEDABAD**

**IA No. 1156(AHM)2026
In
C.P (I.B.) No.669/9/AHM/2019**

*(An application under Section 60(5)(c) of the Insolvency and
Bankruptcy Code, 2016)*

In the matter of:

Harish VedKumar Anand
Proprietor of Anand Enterprises

..... Applicant

VERSUS

Radha Madhav Corporation Limited

..... Respondent

MEMO OF PARTIES

M/s. Mexmon Buildwell LLP.

Having its registered office at:
B-18, Lawrence Road,
Industrial Area,
New Delhi – 110035.

..... Applicant

VERSUS

1. Uttarakhand Power Corporation Limited

Electricity Distribution Division,
Through its Executive Engineer,
Having address at:
Rudrapur-I, US Nagar – 263135.
E-mail: edd.rudrapur@upcl.org

2. Radha Madhav Corporation Limited

Through its Successful Resolution Applicant
Having address at: Siddharth, 23,
Valsad, Gujarat – 396001.



..... Respondents

Order Pronounced On: 07.09.2026

C O R A M:

SH. SHAMMI KHAN, HON'BLE MEMBER (JUDICIAL)
SH. SANJEEV SHARMA, HON'BLE MEMBER (TECHNICAL)

A P P E A R A N C E S:

For the Applicant : Mr. Amar Vivek, Advocate
For the Respondents :

O R D E R
(Per Bench)

1. This Interlocutory Application has been filed on 20.07.2026 vide inward no. E-1923 under Section 60(5)(c) of the Insolvency and Bankruptcy Code, 2016 ("Code") seeking declaration concerning electricity dues of Rs. 15,33,793/-, stated to relate to the period prior to approval of the Resolution Plan dated 01.08.2022, along with refund of the amount paid under protest and interest at 9% per annum with the following prayers: -

- A. *Allow the present Application;*
- B. *Declare that all dues and claims pertaining to the period prior to approval of the Resolution Plan dated 01.08.2022, which were not lodged before the Resolution Professional or made part of the approved Resolution Plan, stand extinguished under Section 31*



of the Insolvency and Bankruptcy Code, 2016 and are not recoverable from the Applicant or the subject property; and/or

- C. Direct the Respondent No.1 Department to refund the sum of Rs. 15,33,793/- (Rupees Fifteen Lakhs Thirty-Three Thousand Seven Hundred and Ninety-Three Only) paid under protest by the Applicant; and*
- D. Direct Respondent No.1 to pay interest at the rate of 9% per annum, or at such other rate as this Hon'ble Tribunal may deem fit and proper, on the aforesaid amount from the date of deposit till the date of actual refund; and*
- E. Pass such further or other order(s) as this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the present case, in the interest of justice.”*

- 2.** We have heard the Learned Counsel for the Applicant on the question of maintainability and perused the Application, the written submissions dated 02.09.2026 and the documents placed on record. The question of maintainability was reserved by order dated 01.09.2026 and the Applicant was permitted to file short submissions.



3. The Applicant is a subsequent purchaser of Plot No. 66, Sector-4, IIE Pantnagar. The Applicant was neither the Corporate Debtor, nor Successful Resolution Applicant, nor a creditor, nor a claimant nor a participant in the CIRP and acquired the property from Respondent No.2 through Sale Deed dated 05.06.2024, subsequent to approval of the Resolution Plan dated 01.08.2022.
4. The documents relied upon include the Board Resolution dated 16.06.2026 (Annexure A-1), Form-G dated 06.02.2021 (Annexure A-2), List of Claims (Annexure A-3), order dated 01.08.2022 approving the Resolution Plan (Annexure A-4), and the subsequent documents relating to the transfer and release of the property, including the letter dated 08.03.2024 (Annexure A-5), release of charge dated 28.05.2024 (Annexure A-6), Sale Deed dated 05.06.2024 (Annexure A-7) and final transfer permission dated 15.06.2024 (Annexure A-8).
5. The present dispute arose from the request dated 22.12.2025 for a fresh electricity connection for the Applicant's sub-lessee and the letter dated 26.12.2025



issued by Respondent No.1 demanding Rs. 15,33,793/- towards the previous electricity connection standing in the name of the Corporate Debtor. The Applicant thereafter paid the said amount and seeks its refund. The relevant communications are annexed as Annexures A-9, A-10 and A-11.

6. Section 60(5)(c) of the Code confers jurisdiction upon the Adjudicating Authority over questions of law or fact arising out of or in relation to the insolvency resolution or liquidation proceedings of the Corporate Debtor. The provision does not confer jurisdiction over every dispute arising subsequently in respect of an asset which was once owned by the Corporate Debtor.
7. In the present case, the CIRP stood concluded upon approval of the Resolution Plan on 01.08.2022. The Applicant acquired the property thereafter on 05.06.2024 and the dispute regarding the fresh electricity connection arose only in December, 2025, an event subsequent to the approval of resolution plan and not in the case of the corporate debtor but a third person who purchased the



property of the corporate debtor. The payment claimed to have been made under protest was consequently made by the Applicant in relation to a subsequent transaction.

8. The Sale Deed relied upon by the Applicant also provides for liabilities concerning the property up to the date of transfer and for resolution of disputes between the parties in accordance with the contractual mechanism. Such contractual remedies, if available, cannot by themselves create jurisdiction under Section 60(5)(c) of the Code
9. The reliance placed upon **Gujarat Urja Vikas Nigam Ltd. v. Amit Gupta**, (2021) 7 SCC 209 is misplaced for the purpose of maintainability. The said judgment recognises the requirement of a nexus between the dispute and the insolvency resolution process, whereas the cause pleaded in the present Application arose after completion of CIRP and after transfer of the property to the Applicant.
10. The decision in **Tata Power Western Odisha Distribution Ltd. v. Jagannath Sponge Pvt. Ltd.**, Civil



Appeal No. 5556 of 2023, decided on 11.09.2023, 2023 SCC OnLine SC 2442, dealt with pre-CIRP electricity arrears demanded from the Successful Resolution Applicant for grant of electricity connection. The Applicant herein is a subsequent purchaser and not the Successful Resolution Applicant; therefore, the said decision does not determine the maintainability of the present Application.

11. In ***Embassy Property Developments Pvt. Ltd. v. State of Karnataka***, (2020) 13 SCC 308, the Hon'ble Supreme Court considered the limits of the jurisdiction under Section 60(5) where the dispute falls within public law jurisdiction of a statutory authority. The present claim arises from a fresh electricity connection sought after transfer of the property and does not arise from any pending CIRP proceeding.
12. The ***Committee of Creditors of Essar Steel India Ltd. v. Satish Kumar Gupta***, (2020) 8 SCC 531 and ***Ghanashyam Mishra and Sons Pvt. Ltd. v. Edelweiss Asset Reconstruction Company Ltd.***, (2021) 9 SCC 657



recognise the finality of an approved Resolution Plan and the clean-slate principle applicable to the Successful Resolution Applicant. These judgments do not confer an independent jurisdiction under Section 60(5)(c) upon a subsequent purchaser for a dispute arising after the transfer.

13. In ***Ruchi Soya Industries Ltd. v. Union of India***, (2022) 6 SCC 343, the issue concerned an unsubmitted claim against the Corporate Debtor and the effect of an approved Resolution Plan upon such claim. ***Bhushan Power and Steel Ltd. v. Union of India***, W.P.(C) No. 7248 of 2020, decided on 21.07.2022, 2022:DHC:002895-DB, concerned a subsequent demand against the Resolution Applicant. Neither decision establishes jurisdiction under Section 60(5)(c) for the present Applicant.
14. ***Manish Kumar v. Union of India***, (2021) 5 SCC 1 concerned the validity and object of Section 32-A of the Code. ***Garden Silk Mills Ltd. v. Liquidator of Petrofils Cooperative Ltd.***, R/Special Civil Application No. 5430



of 2016, concerned pre-approval dues. These decisions do not determine the maintainability of the present post-transfer claim under Section 60(5)(c).

15. **India Oil Corporation Ltd. v. ArcelorMittal Nippon Steel India Ltd.**, Arb. P. No. 102 of 2022, and **M Tech Developers Pvt. Ltd. v. National Faceless Assessment Centre, Delhi & Anr.**, W.P.(C) No. 15567 of 2022, decided on 15.04.2024, 2024:DHC:2921-DB, concern the effect of an approved Resolution Plan upon claims or proceedings against the Corporate Debtor. Neither decision expands Section 60(5)(c) to an independent claim of a subsequent purchaser against a statutory electricity authority.
16. The decision in **Twentyone Sugar Ltd. v. Maharashtra State Electricity Distribution Co. Ltd.**, Company Appeal (AT) (Insolvency) No. 487 of 2023, decided on 13.11.2024, relied upon by the Applicant, also concerned pre-CIRP electricity dues in relation to the Successful Resolution Applicant. The factual and legal position in the present Application is different since the Applicant



acquired the property after approval of the Resolution Plan and the dispute arose thereafter.

17. The contention that the Applicant's title originated through implementation of the Resolution Plan does not make the Applicant a party to the CIRP or a Successful Resolution Applicant. The Sale Deed dated 05.06.2024, final transfer permission dated 15.06.2024 and request for fresh electricity connection dated 22.12.2025 are subsequent events.
18. The Applicant has therefore failed to establish the jurisdictional requirement under Section 60(5)(c) of the Code. The prayer for refund of Rs. 15,33,793/- arises from the payment made by the Applicant to Respondent No.1 and such payment, by itself, does not bring the dispute within the insolvency jurisdiction of this Tribunal.
19. The declaration sought regarding all dues of the Corporate Debtor is also beyond the scope of the jurisdiction invoked, particularly when the Applicant was not a participant in the CIRP and the present dispute



arose after transfer of the property. The finality attached to the Resolution Plan cannot itself constitute a source of jurisdiction under Section 60(5)(c) in favour of a subsequent purchaser.

20. In view of the foregoing, the present Application under Section 60(5)(c) of the Code is not maintainable before this Tribunal and is accordingly **dismissed** in **limine** on the ground of maintainability. No order as to costs.

21. Let copy of this order be forwarded to the Respondent No.1 for intimation by the Registry forthwith through e-mode.

-Sd-

SANJEEV SHARMA
MEMBER (TECHNICAL)

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SHAMMI KHAN
MEMBER (JUDICIAL)