Case Citation: (2026) ibclaw.in 3578 NCLT

IBC Laws | www.ibclaw.in

THE NATIONAL COMPANY LAW TRIBUNAL
JAIPUR BENCH

CORAM: MS. REETA KOHLI,
HON'BLE JUDICIAL MEMBER

MS. KAVITA BHATNAGAR
HON'BLE TECHNICAL MEMBER

IA (IBC) No. 506/JPR/2025
In CP No. (IB)- 36/9/JPR/2022

IN THE MATTER OF:

SANMATI EDIBLE OILS PVT. LTD.

...Operational Creditor

VERSUS

SATWIKI PROTEINS PVT. LTD.

...Corporate Debtor

AND IN THE MATTER OF:

IA (IBC) No. 506/JPR/2025

MEMO OF PARTIES

Mount Maltbru Limited
R/o: D- 48, Piyush Path, Bapu Nagar,
Tonk Road, Jaipur, Rajasthan.

...Applicant/ Successful Resolution Applicant

VERSUS

Jaipur Vidhut Vitran Nigam Ltd.
R/o: Vidyut Bhawan Janpath Jyoti
Nagar, Jaipur, Rajasthan.

...Respondent

For the Applicant : Nitesh Shrivastava, Adv.
For the Respondent : Anuradha Upadhyay, Adv.

Sd/-

Sd/-

Case Citation: (2026) ibclaw.in 3578 NCLT

IBC Laws | www.ibclaw.in

Order Pronounced On: 15.09.2026

ORDER

Per: Ms. Kavita Bhatnagar, Technical Member

1. The instant Application has been filed by *Mount Maltbru Limited* ('Applicant'/ 'Successful Resolution Applicant'), in respect of the Corporate Debtor i.e. *Satwiki Proteins Private limited* against the *Jaipur Vidhut Vitran Nigam Limited* ('Respondent') under Section 60(5) of Insolvency and Bankruptcy Code, 2016 (the 'Code'/ 'IBC') read with Rule 11 of the NCLT Rules, 2016, inter-alia seeking the following reliefs:

   1. *Allow the present Application.*
   2. *Declare the impugned demand letter/DC notice dated 03.09.2025 directing the Applicant to pay Rs. 3,93,000/- issued by the Respondent as illegal, void, and unenforceable in law and quash the said demand/DC notice.*
   3. *Declare that all dues of the Respondent have been settled in terms of the Order dated 12.03.2024 passed by the Hon'ble NCLT approving the Resolution Plan, and no new claims can be maintainable against M/s Satwiki Proteins Pvt. Ltd. or the Resolution Applicant for a new electricity connection.*
   4. *Direct the respondent to immediately provide a new electricity connection(s) of desired capacity with respect to M/s Satwiki Proteins Pvt. Ltd. for its factory premises situated at Khasra no. 1118-1125, village Markhi, Chomu Ajeetgarh Road, Jaipur, Rajasthan, without demanding any amount settled by virtue of the Resolution Plan.*

Case Citation: (2026) ibclaw.in 3578 NCLT

IBC Laws | www.ibclaw.in

5. *Pass such order and further orders as this Hon'ble Tribunal may deem just, fit and proper in the facts and circumstances of the case and in the interest of justice.*

2. The instant Application bearing *IA (IBC) No. 506/JPR/2025* has been filed based on the following set of facts:

2.1. The Corporate Insolvency Resolution Process (CIRP) against the Corporate Debtor was initiated *vide* Order dated 13.01.2023. Subsequently, the Committee of Creditors (CoC), in its 8th meeting held on 01.11.2023 and 02.11.2023, approved the Resolution Plan submitted by the Applicant with a 96.68% voting. It is submitted that the electricity connection of the Corporate Debtor was terminated by the Respondent on 31.01.2022 i.e. before commencement of CIRP, owing to pending dues of Rs. 1,88,517/-. However, no claim was filed by the Respondent before the Resolution Professional.

2.2. The Resolution Professional of the Corporate Debtor filed an *IA No. 412 of 2023* seeking directions against the Respondent to restore the electricity connection. However, during the pendency of the aforementioned IA, this Adjudicating Authority *vide* order dated 16.10.2023 directed the Respondent to submit its claims before the Resolution Professional so that the same could be considered in the CIRP and would not be subsequently stand extinguished.

Sdr

Sdr

Case Citation: (2026) ibclaw.in 3578 NCLT

IBC Laws | www.ibclaw.in

2.3. Subsequently, the Respondent filed a claim of Rs. 2,77,690/- on 02.11.2023 to the Resolution Professional. The claim was towards both pre-CIRP and post CIRP dues. Consequently, this Adjudicating Authority *vide* Order dated 07.11.2023 directed the Resolution Professional paid the electricity dues of Rs. 89,173/- towards CIRP period dues on 20.11.2023 and it is stated that the same was paid on 28.03.2024 by the RP.

2.4. It is submitted that after the approval of the Resolution Plan, the RP paid remaining amount of Rs. 1,88,517/- to the Respondent to restore the electricity supply and thus the entire claim of Rs. 2,77,690/- was paid to the Respondent.

2.5. It is stated that in order to avoid any impediment in the resolution process, the Applicant revised its Resolution Plan dated 02.11.2023 and offered the entire claim of the Respondent. Further, it is submitted that RP to meet out the daily requirement of electricity for basic activities in the factory premises, took a new electricity connection on 14.03.2024 of 2KW vide *Account no. 23290191 (K. No. 210552022010)* and upon the receipt of the dues, the Respondent allotted fresh connection and the electricity was restored.

2.6. Subsequent to the approval of the Resolution Plan and discharging all its liabilities, the Applicant applied for a fresh electricity connection

Sdr

Sdr

Case Citation: (2026) ibclaw.in 3578 NCLT

IBC Laws | www.ibclaw.in

vide *Application No. L2105520000124* on 10.06.2025 of 40KW to streamline the business operations.

2.7. It is stated that the department issued a demand of Rs. 3,19,348/- on 17.06.2025 as estimate to provide new connection and the Applicant duly paid the same towards security deposit and connection charges. Further, it is submitted that the Applicant vide letter dated 23.06.2025 requested the Respondent to expedite the process for granting new electric connection.

2.8. However, the Respondent issued a fresh demand notice dated 03.09.2025 for an amount of Rs. 3,93,000/- with respect to electric connection *Account no. 90010679 (K No. 210552000301)* (Old account of Corporate Debtor) which was already stood settled in terms of the approval of the Resolution Plan. It is alleged that the aforementioned demand of the Respondent pertains to the old electricity connection of the Corporate Debtor which was already paid in full.

2.9. It is submitted the Respondent disconnected the earlier existing connection of 2KW on 14.03.2024 applied by the RP. However, no document with reason of disconnection provided by the Respondent and as of now there is no electricity connection at the factory premises.

2.10. The Chairman monitoring committee *Mr. Sumit Sharma* replied vide letter dated 17.09.2025 to the Demand notice dated 03.09.2025 and submitted hard copy of the said letter in the office of the Respondent.

Case Citation: (2026) ibclaw.in 3578 NCLT

IBC Laws | www.ibclaw.in

However, the Respondent's office refused to give any acknowledgment. Similarly, the Applicant had also submitted the letter dated 17.09.2025 by hand. However, the receipt was not acknowledged by the Respondent Department.

3. The Applicant submits that the impugned demand dated 03.09.2025 for Rs. 3,93,000/- and the subsequently asserted amount of Rs. 11,91,609/- pertain to the old electricity connections Account No. 90010679 which stood disconnected on 31.01.2022 much prior to commencement of CIRP.

3.1 It is submitted that the entire SFS /FS demand is founded upon electricity consumption during financial year 2021-22 and therefore relates to a pre-CIRP period. Accordingly, to the Applicant, the SFS regime relating to financial year 2021-22 was already in evidence prior to commencement of CIRP and the Respondent know or ought to have known of such liability when it submitted its claims on 02.11.2023.

3.2 The Applicant contends that the subsequent RERC order dated 01.07.2024 merely provided for re-computation / recovery of an already existing levy referable to financial year 2021-22 and that subsequent qualification cannot convert a pre-CIRP liability into a post resolution plan liability.

3.3 It is further submitted that the Respondent had submitted its claim of Rs. 2,77,690/- during CIRP pursuant to the direction of this Tribunal the

Sd/-

Sd/-

Case Citation: (2026) ibclaw.in 3578 NCLT

IBC Laws | www.ibclaw.in

said claim was fully provided for and paid and no claim or reservation regarding further SFS liability was lodged before the Resolution Professional. The subsequent demand is therefore characterised by the Applicant as a surprise claim contrary to the clean state principle embodied in Section 31 of the Code.

3.4 The Applicant seeks to distinguish Shree Rajasthan Syntex Ltd. on the ground that in that case the liability towards FS/SFS was known and payments thereof had been made prior to commencement of the PPIRP whereas in the present case, according to the Applicant no such demand was disclosed or lodged during the CIRP. It is further submitted that Prem Cottex dealt with the expression "first due" under Section 56(2) of the Electricity Act and did not determine the effect of Section 31 of the IBC upon claims asserting from pre-CIRP consumption.

3.5 The Applicant had filed the written submission wherein the Applicant reiterated its earlier submissions and placed reliance upon the following case laws:

i. *Punjab State Power Corporation Ltd. v/s Akums Lifesciences Ltd. (2025) Ibc.law.in150NCLAT.*

ii. *Tata Power Western Odisha Distribution Ltd. v/s Jagannath Sponge Pvt. Ltd., Company Appeal (AT) (Ins.) No. 777 of 2023.*

iii. *Tata Power Western Odisha Distribution Ltd. v/s Jagannath Sponge Pvt. Ltd., Civil Appeal No. 5556 of 2023*

iv. *Reliance Infratel Ltd. v/s State of Meghalaya W.P (C) No. 238 of 2023*

Solr

Solr

Case Citation: (2026) ibclaw.in 3578 NCLT

IBC Laws | www.ibclaw.in

v. *Paschimanchal Vidyut Vitran Nigam Ltd. v/s Raman Ispat Pvt. Ltd. Ors.*

vi. *Ghanashyam Mishra and sons Pvt. Ltd. v/s Edelweiss Asset Reconstruction Company Ltd., (2021) 9 SCC 657.*

vii. *Committee of Creditors of Essar Steel India Ltd. v/s Satish Kumar Gupta, (2020) 8 SCC 531.*

4. The Respondent had filed reply and submitted the following: -

4.1 It is submitted that the amount raised by the Respondent pertains to the electricity dues of the Corporate Debtor outstanding with respect to connection *No. 90010679 (K. No 21055200030)* since January 2022. The dues claimed do not relate to pre-CIRP dues, but to statutory Special Fuel Surcharge (SFS) which crystallized only pursuant to the RERC Order dated 01.07.2024, and consequential billing.

4.2 The reliefs of the Applicant in the instant matter seeking to quash the aforementioned demand is contrary to the Electricity Act, 2003 and RERC Regulations. The Respondent, being a statutory distribution licensee, is under a legal obligation to recover such charges and has acted strictly in compliance with the RERC directions.

4.3 It is stated that the electricity connection of the Corporate Debtor was terminated on 31.01.2022 prior to CIRP initiation dated 13.01.2023. The Respondent filed its claim on 02.11.2023 for Rs. 2,77,690/-, which was a provisional assessment under Corporation Order JPR-5-1107

Case Citation: (2026) ibclaw.in 3578 NCLT

IBC Laws | www.ibclaw.in

dated 15.09.2022 (based solely on consumption from January 2022 to March 2022) and subject to finalization upon lab testing. JVVNL's actual case is that it was submitted to lab testing audit and subsequent regulatory direction or modification.

4.4 During CIRP, the RP made a part-payment of Rs. 89,173/- on 20.11.2023, and paid the remaining Rs. 1,88,517/- on 28.03.2024. A fresh connection was granted on 14.03.2024. It is submitted that the payment of provisional dues did not constitute a final settlement or waiver of future statutory levies.

4.5 It is submitted that Fuel Surcharge (FS) and Special Fuel Surcharge (SFS) are statutory levies under the Electricity Act, 2003 and RERC Regulations, which become enforceable only when billed. Pursuant to *Petition No. RERC-2024/22*, the RERC *vide* order dated 01.07.2024 (and implementing Order JPR-5-1171 dated 22.08.2024) superseded the earlier order JPR-5-1107 and mandated the recovery of SFS calculated on the quarterly average consumption of FY 2021-22 at the rate of Rs.0.071/unit in 60 equal monthly instalments for monthly-billed consumers. Hence, the claims filed before the RP were provisional based on consumption from January 2022 to March 2022 and could not include SFS liability for FY 2021-22, which arose only post-plan approval under RERC Order dated 01.07.2024.

Sd-

Sd-

Case Citation: (2026) ibclaw.in 3578 NCLT

IBC Laws | www.ibclaw.in

4.6 Further, it is stated that the Corporate Debtor required minimal supply during CIRP, but this has no bearing on statutory dues crystallized under the RERC Order dated 01.07.2024. It is contended that the addendum dated 08.11.2023 for inclusion of Rs. 1,88,517/- in the Resolution Plan reflected provisional dues, not a waiver of future statutory levies. Mentioning in the plan that '*all past dues shall cease to exist*' cannot extinguish post-plan statutory SFS charges.

4.7 It is alleged that the withdrawal or grant of a new connection does not imply that all dues were cleared. The withdrawal had no bearing on SFS dues for FY 2021-22 which crystallized thereafter. It is submitted that the demand of Rs. 11,91,609/- raised *vide* notice dated 15.09.2025 is not arbitrary, but a direct statutory consequence of RERC Order dated 01.07.2024 and Corporation Order *JPR-5-1171*. Accordingly, by the aforementioned order, the discoms were directed to work out the total amount recoverable from each consumer and after adjusting the amount already recovered, the balance amount be recovered in remaining instalments. Thus, the demand notice dated 03.09.2025 for an amount of Rs. 3,93,000/- is merely an instalment, while a net amount of Rs. 11,91,609/- remains outstanding and recoverable.

4.8 The allegation of the Applicant that the 2 KW connection was disconnected without reasons or that no electricity connection exists at the factory premises is false. Further, the other allegation regarding the

Sdr

Sdr

Case Citation: (2026) ibclaw.in 3578 NCLT

IBC Laws | www.ibclaw.in

Application No. *L2105520000124* for a new 40 KW connection is also wrong as the same connection is active and operational, as same is evidenced by the electricity bill. It further denies that having any record of the alleged letters dated 17.09.2025 or 18.09.2025 of the Applicant.

4.9 The Respondent submitted that in the instant matter the doctrine of 'clean slate' is inapplicable as the claimed amount represents post-crystallization statutory dues under RERC Order dated 01.07.2024. It is stated that the Section 31(1) of the IBC cannot bind or extinguish statutory levies that arise subsequent to plan approval.

4.10 It is alleged that the obligation to file claims during CIRP applies only to existing, ascertainable dues on the Insolvency Commencement Date. The SFS for FY 2021-22 did not exist in law during the period when claim was filed. Further, the Applicant's offer to deposit funds 'under protest' is legally untenable. The demanded amount is a mandatory statutory levy under the RERC Order dated 01.07.2024 and Electricity Act, 2003, which cannot be paid conditionally or withheld.

5. The Respondent submits that under ***Prem Cottex V/s Uttar Haryana Bijli Vitran Nigam Ltd.Civil Appeal No. 7235 of 2009*** though liability originates in electricity consumption, the enforceable obligation arises when the bill is raised and the amount becomes "first due" hence according to the Respondent the impugned SFS liability cannot be treated as an extinguished pre-CIRP.

Case Citation: (2026) ibclaw.in 3578 NCLT

IBC Laws | www.ibclaw.in

5.1 Reliance is placed upon ***Shree Rajasthan Syntex Ltd. Vs. Chief Engineer (Commercial) AVVNL Company Appeal (AT) (Ins.) No. 1411 of 2024 MANU/NL/0212/2025*** to contend that prospective FS/SFS charges arising pursuant to RERC orders and becoming payable upon billing cannot be eradicated under the IBC.

5.2 In answer to the Applicant attempt to distinguish Shree Rajasthan Syntex as a PPIRP case, the Respondent relies upon Section 54(2) of the Code and contends that the effect of approval of a plan under PPIRP is statutorily assimilated to the consequences under Section 31 and therefore the principle laid down therein applied equally to CIRP.

5.3 The Respondent further submits that being a statutory distribution licensee, it is bound by the RERC directions and cannot be restrained from recovering a levy mandated thereunder.

5.4 From the rival pleadings and submissions the principal controversy between the parties is whether the FS/SFS demand, though calculated with reference to electricity consumed by the Corporate Debtor during the financial year 2021-22 and pertaining to an electricity connection discontinued prior to commencement of CIRP constitutes a pre-CIRP claim which stood extinguished upon approval and implementation of the Resolution Plan or whether as contended by the Respondent, the liability crystalised only pursuant

Case Citation: (2026) ibclaw.in 3578 NCLT

IBC Laws | www.ibclaw.in

to the RERC order dated 01.07.2024 and subsequent billing and is therefore a post plan statutory liability recoverable from the Corporate Debtor / Successful Resolution Applicant.

5.5 The Respondent had filed the written submission wherein the Respondent reiterated its earlier submissions and placed reliance upon the following case laws: -

a. *Prem Cottex vs. Uttar Haryana Bijli Vitran Nigam Limited, Civil Appeal No. 7235 of 2009, decided on 05.10.2021.*
b. *Shree Rajasthan Syntex Ltd. Vs. Chief Engineer (Commercial), Ajmer Vidyut Vitran Nigam Limited, Company Appeal (AT) (Ins.) No. 1411 of 2024 MANU/NL/0212/2025.*
c. *Gujarat Urja Vikas Nigam Ltd. Vs. Amit Gupta (2021) 7 SCC 209.*

6. ***Analysis and Findings***

6.1 We have heard the Learned Counsel appearing for the Applicant and the Respondent and have perused the Application, Reply, Written Submissions and the documents placed on record. The principal question which arises for consideration is whether the demand raised by the Respondent towards Fuel Surcharge/Special Fuel Surcharge ("FS/SFS"), though computed with reference to electricity consumed by the Corporate Debtor during FY 2021-22 and pertaining to an electricity connection which stood disconnected prior to commencement of CIRP, can be recovered from the Corporate

Sd-

Sd-

Case Citation: (2026) ibclaw.in 3578 NCLT

IBC Laws | www.ibclaw.in

Debtor/Successful Resolution Applicant after approval of the Resolution Plan on 12.03.2024, on the ground that such liability was subsequently quantified/crystallised pursuant to the RERC Order dated 01.07.2024.

6.2 The CIRP against the Corporate Debtor commenced on 13.01.2023. The old electricity connection bearing Account No. 90010679/K. No. 210552000301 had already been disconnected on 31.01.2022. The Resolution Plan submitted by the Applicant was subsequently approved by this Adjudicating Authority on 12.03.2024. The present demand for FS/SFS, however, has been calculated with reference to electricity consumption during FY 2021-22. Thus, the underlying consumption giving rise to the impugned demand indisputably pertains to a period prior to commencement of CIRP.

6.3 The record further reveals that the Respondent was not an unknown creditor which had no opportunity to participate in the insolvency resolution process. On the contrary, the Respondent had itself approached this Adjudicating Authority during CIRP in IA No. 412/2023. Pursuant to the directions issued therein, the Respondent submitted its claim dated 02.11.2023 for an amount of Rs. 2,77,690/-. The said amount was thereafter discharged by payment of Rs. 89,173/- on 20.11.2023 and Rs. 1,88,517/- on 28.03.2024. The Respondent thus

Sdr

Sdr

Case Citation: (2026) ibclaw.in 3578 NCLT

IBC Laws | www.ibclaw.in

had actual notice of the CIRP, participated therein, submitted its claim and received payment against the claim so submitted.

6.4 The Respondent contends that the aforesaid claim of Rs. 2,77,690/- was merely provisional and was subject to finalisation upon testing/audit of the metering equipment and subsequent regulatory directions. It is further contended that the liability presently sought to be recovered arose only pursuant to the RERC Order dated 01.07.2024 and the consequential Corporation Order dated 22.08.2024 and must, therefore, be treated as a post-approval statutory liability.

6.5 The aforesaid contention requires examination in the light of the scheme of the Code. Section 31(1) of the IBC gives statutory finality to an approved Resolution Plan and makes it binding upon the Corporate Debtor, its employees, members, creditors, including the Central Government, State Government and local authorities, guarantors and other stakeholders. The object underlying such finality is that the Successful Resolution Applicant must know, with reasonable certainty, the liabilities which it is assuming upon taking over the Corporate Debtor.

6.6 Having considered the rival submissions, we are of the view that the mere fact that the consumption of electricity to which the impugned Fuel Surcharge/Special Fuel Surcharge relates pertains to a period prior to commencement of CIRP cannot, by itself, be determinative of the

Sdr

Sdr

Case Citation: (2026) ibclaw.in 3578 NCLT

IBC Laws | www.ibclaw.in

question whether the impugned amount stood extinguished upon approval of the Resolution Plan. A distinction has to be maintained between the period to which the underlying consumption relates and the point of time at which the particular statutory charge became determined and payable in accordance with the applicable regulatory framework. The latter question assumes significance in the present case since the levy and recovery of FS/SFS are governed by orders of the Rajasthan Electricity Regulatory Commission ("RERC") and are recoverable by the Distribution Company in the manner and instalments prescribed thereunder.

6.7 In this regard, the decision of the Hon'ble NCLAT in ***Shree Rajasthan Syntex Limited v. Ajmer Vidyut Vitran Nigam Limited & Ors., Company Appeal (AT) (Ins.) No. 1411 of 2024***, assumes particular significance. The said appeal arose from an order of this very Bench concerning recovery of FS/SFS after approval of a resolution plan. After examining Section 56(2) of the Electricity Act, 2003, the applicable RERC tariff orders and the regulatory history of FS/SFS, the Hon'ble NCLAT observed that, though the liability may have its genesis in consumption pertaining to an earlier period, the obligation to pay the particular charge arises upon the bill being raised in accordance with the statutory/regulatory mechanism. The Hon'ble NCLAT accordingly held that FS/SFS amounts which were to become payable through

Case Citation: (2026) ibclaw.in 3578 NCLT

IBC Laws | www.ibclaw.in

subsequent bills could not be treated as having been extinguished merely by approval of the resolution plan.

6.8 The Hon'ble NCLAT further noticed that SFS was not an ordinary commercial charge independently determined by the Distribution Company, but arose from the regulatory process following the proceedings concerning additional fuel cost and the consequential orders of the Hon'ble Supreme Court and RERC. In paragraphs 70 to 72 of its judgment, the Hon'ble NCLAT held, *inter alia*, that the manner of recovery from the end consumers had been determined by RERC and that the FS/SFS charges were payable in the instalments prescribed by the regulator. It was in this context that the Hon'ble NCLAT held that charges for which the bills had not yet been raised could not be wiped out by application of the clean-slate principle merely because the underlying consumption related to an earlier period.

6.9 We are conscious that the aforesaid judgment was carried in appeal before the Hon'ble Supreme Court. The Hon'ble Supreme Court, while disposing of the appeal, expressed reservations regarding the reasoning adopted by the Hon'ble NCLAT insofar as it was sought to be reconciled with the decision in ***Paschimanchal Vidyut Vitran Nigam Ltd. v. Raman Ispat Pvt. Ltd. & Ors., (2023) 10 SCC 60***. The Hon'ble Supreme Court, however, did not set aside the conclusion reached by the Hon'ble NCLAT. On the facts of that case, the Hon'ble Supreme

Sd-

Sd-

Case Citation: (2026) ibclaw.in 3578 NCLT

IBC Laws | www.ibclaw.in

Court declined to interfere, noticing, in particular, that the truing-up exercise in respect of FS had taken place after commencement of the insolvency proceedings and that the position in respect of SFS was similar. Thus, while the broader reasoning of the Hon'ble NCLAT cannot be read divorced from the qualification expressed by the Hon'ble Supreme Court, the appellate outcome nevertheless recognises the significance of a statutory/regulatory determination taking place subsequent to commencement of the insolvency process.

6.10 Applying the aforesaid principle to the present case, an important factual circumstance is that the RERC Order dated 01.07.2024, on the basis of which the impugned differential SFS has been worked out, came into existence after approval of the Resolution Plan on 12.03.2024. The consequential Order of Respondent No 1 dated 22.08.2024 was also issued thereafter. The earlier amount of Rs. 2,77,690/- claimed by Respondent No. 1 during CIRP was computed under the regulatory mechanism then prevailing and the said admitted claim has admittedly been paid. The present demand, however, has been raised pursuant to the subsequent RERC determination requiring re-computation / recovery of SFS on the basis prescribed therein. The subsequent demand, therefore, cannot be treated as identical to the claim which had been lodged and discharged during CIRP merely

Sd/-

Sd/-

Case Citation: (2026) ibclaw.in 3578 NCLT

IBC Laws | www.ibclaw.in

because both ultimately have a nexus with electricity consumption pertaining to FY 2021-22.

6.11 The Applicant has strongly relied upon Section 31 of the Code and the decisions of the Hon'ble Supreme Court laying down the clean-slate principle, including ***Ghanashyam Mishra and Sons Pvt. Ltd. v. Edelweiss Asset Reconstruction Company Ltd., (2021) 9 SCC 657***. There can be no dispute with the proposition that, upon approval of a Resolution Plan, all claims which existed prior to such approval and which are not provided for in the approved plan stand extinguished, and the Successful Resolution Applicant cannot thereafter be confronted with undecided or unprovided pre-existing claims. The difficulty in accepting the Applicant's contention in the present case, however, lies in treating the impugned differential SFS as a claim which had already crystallised and was capable of being asserted in its present form during CIRP. The regulatory determination forming the basis of the impugned differential itself came subsequently, by virtue of the RERC Order dated 01.07.2024. The clean-slate principle cannot, therefore, be extended so as to extinguish a statutory payment obligation which, in its presently claimed form, arose pursuant to a regulatory determination made subsequent to approval of the Resolution Plan.

6.12 We also do not find any inconsistency between the aforesaid conclusion and Section 238 of the Code. The overriding provision contained in

Case Citation: (2026) ibclaw.in 3578 NCLT

IBC Laws | www.ibclaw.in

Section 238 operates where there is an inconsistency between the provisions of the Code and another enactment. As noticed by the Hon'ble NCLAT in *Shree Rajasthan Syntex*, the mere existence of statutory obligations under the Electricity Act does not, without identification of an actual inconsistency, result in the automatic application of Section 238. In the present case, Respondent No. 1 is not seeking revival or recovery of a pre-CIRP claim which stood extinguished under the Resolution Plan; rather, the impugned differential has been raised pursuant to the subsequent regulatory determination dated 01.07.2024. We therefore find no direct conflict requiring the provisions of the Electricity Act/RERC regulatory mechanism to yield to Section 31 read with Section 238 of the Code.

7. ***Conclusion***

7.1 In view of the foregoing discussion, we hold that merely because the underlying electricity consumption pertains to a period prior to commencement of CIRP, the differential FS/SFS determined and made recoverable pursuant to the subsequent RERC Order dated 01.07.2024 cannot, on the facts of the present case, be treated as a pre-CIRP claim extinguished by approval of the Resolution Plan dated 12.03.2024. The decision of the Hon'ble NCLAT in *Shree Rajasthan Syntex Limited* and the subsequent order of the Hon'ble Supreme Court, read together,

Sd-

Sd-

Case Citation: (2026) ibclaw.in 3578 NCLT

IBC Laws | www.ibclaw.in

support the distinction between an antecedent period to which the charge may relate and a statutory/regulatory liability which becomes determined and payable subsequently. The fact that the earlier claim of Rs. 2,77,690/- was submitted and paid during CIRP does not extinguish a differential liability subsequently arising pursuant to the RERC Order dated 01.07.2024, though full credit must necessarily be afforded for all amounts already paid or adjusted towards the same liability.

8. Accordingly, **IA No. 506/JPR/2025 is dismissed**.

REETA KOHLI
JUDICIAL MEMBER

KAVITA BHATNAGAR
TECHNICAL MEMBER

AW/LRA