

**NATIONAL COMPANY LAW TRIBUNAL
HYDERABAD BENCH
COURT HALL NO:II**

SPECIAL BENCH(Video Conference)

**CORAM: HON'BLE MADAN BHALCHANDRA GOSAVI – MEMBER JUDICIAL
HON'BLE VEERA BRAHMA RAO AREKAPUDI-MEMBER TECHNICAL**

**ATTENDANCE-CUM-ORDER SHEET OF THE HEARING OF NATIONAL COMPANY LAW TRIBUNAL,
HYDERABAD BENCH, HELD ON 17.06.2021 AT 10:30 AM THROUGH VIDEO CONFERENCE**

TRANSFER PETITION NO.	
COMPANY PETITION/APPLICATION NO.	IA(IBC)/270/2021 in CP(IB) No.492/7/HDB/2019
NAME OF THE COMPANY	KSK Mahanadi Power Company Ltd
NAME OF THE PETITIONER(S)	Power Finance Corporation
NAME OF THE RESPONDENT(S)	KSK Mahanadi Power Company Ltd
UNDER SECTION	7 of IBC

Counsel for Petitioner(s):

Name of the Counsel(s)	Designation	E-mail & Telephone No.	Signature

Counsel for Respondent(s):

Name of the Counsel(s)	Designation	E-mail & Telephone No.	Signature

ORDER

IA(IBC)/270/2021

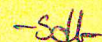
Heard Learned Senior Counsel for the Applicant, Learned Counsel for the Resolution Professional, Learned Counsel for the CoC and Learned Counsel for CoC of the Respondent.

Heard. Reserved for Orders.

Parties are directed to file Written Submissions (not more than 3 to 4 pages) within 3 days.



MEMBER TECHNICAL



MEMBER JUDICIAL

**IN THE NATIONAL COMPANY LAW TRIBUNAL, HYDERABAD
BENCH-2, HYDERABAD**

**IA (IBC)/270/2021
In CP (IB) No.492/7/HDB/2019**

Application under Section 60(5) of the Insolvency and
Bankruptcy Code, 2016 read with Rule 11 of the National Company Law
Tribunal Rules, 2016

In the matter of M/s KSK Mahanadi Power Company Limited

Filed by

Mr. Sumit Binani
Resolution Professional of M/s KSK Mahanadi Power Company Limited
4th Floor, Room No. 6,
Commerce House 2A, Ganesh Chandra Avenue
Kolkata – 700013

...Applicant/
Resolution Professional

Versus

1. Mr. V. Venkatachalam
RP of M/s. KSK Water Infrastructure Private Limited,
R/o/ No. 12-13-205, Street No.2,
Tarnaka, Secunderabad
Telangana – 500017

...Respondent 1

2. CoC of KSK Water Infrastructures Private Limited,
Represented by Punjab National Bank (Lead Member)
Large Corporate Branch, House No. 8-2-672,
4th Floor, Sufi Chambers, Road No.1,
Banjara Hills, Hyderabad – 500034

...Respondent 2

-Sdl-

-Sdl-

3. CoC of KSK Mahanadi Power Company Limited,
Represented through Cyril Amarchand Mangaldas
4th Floor, Prius Platinum, D-3, District Centre,
Saket, New Delhi – 110017

...Respondent 3

Date of order: 17.06.2021

Coram

Hon'ble Shri Madan Bhalchandra Gosavi, Member (Judicial)
Hon'ble Shri Veera Brahma Rao Arekapudi, Member (Technical)

Parties/ Counsels present:

For the Applicant : Mr. R Shankarnarayan, Senior Counsel on behalf of
Allwin Godwin, Counsel and Ms. P.Sharon Pothigai, Counsel.
For the Respondent 1 : Mr. Vedula Srinivas, Senior Counsel
For the Respondent 2 : Mr. Suryanarayana Rao, Counsel
For the Respondent 3 : Mr. Ramji Srinivasan, Senior Counsel

Heard on: 17.06.2021

PER: SHRI MADAN BHALCHANDRA GOSAVI, MEMBER (JUDICIAL)

ORDER

1. This application by the RP of M/s. KSK Mahanadi Power Company Limited requesting *inter-alia* to give directions to the Respondents to resume uninterrupted flow of water to the Corporate Debtor so as to enable the Corporate Debtor to generate electricity, which is the business of the Corporate Debtor.

-sd/-

-sd/-

2. It is submitted that In order to keep the Corporate Debtor as going concern, free flow of the water requires but the Respondent stopped water supply on the ground of non-payment of water transport charges.
3. We heard the Learned Senior Counsel for the Applicant, Learned Sr. Counsel for CoC and the RP/Respondents.
 - Section 14(2A) of the Insolvency and Bankruptcy Code, 2016 states as under:
“(2A) Where the interim resolution professional or resolution professional, as the case may be, considers the supply of goods or services critical to protect and preserve the value of the corporate debtor and manage the operations of such corporate debtor as a going concern, then the supply of such goods or services shall not be terminated, suspended or interrupted during the period of moratorium, except where such corporate debtor has not paid dues arising from such supply during the moratorium period or in such circumstances as may be specified.”
4. So, the Law is very clear that supplier of goods or provider of service of the Corporate Debtor cannot stop such supply or stop to provide service but the RP has to pay the expenses to procure such supply or services to keep the Corporate Debtor as going concern. We do not wish to add anything more than what has been stated under the Law.
5. In view of the above provision of Law, we direct the Respondents to restart the water supply subject to payment of the transport charges as claimed as per 2014 water supply agreement and as per invoices raised by the Respondent.

The application stands allowed and stands dispose of.

-sdl-

(VEERA BRAHMA RAO AREKAPUDI)
MEMBER (TECHNICAL)

-sdl-

(MADAN B GOSAVI)
MEMBER (JUDICIAL)