

**IN THE NATIONAL COMPANY LAW TRIBUNAL  
DIVISION BENCH, COURT NO. II  
KOLKATA**

**I.A. (IB) No. 1618/KB/2023**

**I.A. (IB) No. 885/KB/2022**

**In**

**C.P. (IB) No. 176/KB/2018**

*Applications 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:**

**State Bank of India, State Bank Bhaban, Madam Cama Road, Mumbai-400021**

**... FINANCIAL CREDITOR.**

***Versus***

**Impex Metal & Ferro Alloys Ltd., 35, C.R. Avenue, Kolkata-700012**

**... CORPORATE DEBTOR.**

**And**

**I.A. (IB) No. 1618/KB/2023**

**IN THE MATTER OF:**

**Impex Metal & Ferro Alloys Ltd., 4<sup>th</sup> Floor, 9 AJC Bose Road, Kolkata-700017**

**... APPLICANT.**

***Versus***

- 1. The Zonal Manager, Andhra Pradesh Industrial Infrastructure Corporation Limited, Srikakulam Zonal Office, Growth Centre, Bobbili-535004**

**And**

- 2. Mr. Samir Bhattacharya, Liquidator of Impex Metal & Ferro Alloys Ltd. (in Liquidation) Sagar Trade Cube, 104, S.P. Mukherjee Road, 2<sup>nd</sup> Floor, Kolkata-700026**

**... RESPONDENTS.**

**And**

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**IN THE MATTER OF:**

**Impex Metal & Ferro Alloys Ltd.**, 4<sup>th</sup> Floor, 9 AJC Bose Road, Kolkata-700017

... APPLICANT

***Versus***

**1. The Chief Engineer, The Transmission Corporation of Andhra Pradesh**, 220 KV, Gajuwaka, SS Premises, Opp: Autonagar, APTRANSCO, Visakhapatnam 535026

**And**

**2. Mr. Samir Bhattacharya, Liquidator** of Impex Metal & Ferro Alloys Ltd. (in Liquidation) Sagar Trade Cube, 104, S.P. Mukherjee Road, 2<sup>nd</sup> Floor, Kolkata-700026

... RESPONDENTS

**Date of pronouncement of order: 16.04.2024**

**CORAM:**

**SMT. BIDISHA BANERJEE, HON'BLE MEMBER (JUDICIAL)**

**SHRI D. ARVIND, HON'BLE MEMBER (TECHNICAL)**

**Appearances (via Video Conferencing/Physical):**

Mr. Zeeshan Haque, Adv.	] For the Applicant in
Ms. Tanvi Luhariwala, Adv.	] IA(I.B.C)/2074(KB)2023
Mr. Supriyo Gole, Adv.	]
Ms. Madhuja Barman, Adv.	]
Mr. Shaunak Mukhopadhyay, Adv.	] For the Applicant in
Mr. Supriyo Gole, Adv.	] IA(I.B.C)/1617(KB)2023
Ms. Madhuja Barman, Adv.	]
Mr. Joy Saha, Sr. Adv.	] In IA(I.B.C)/2074(KB)2023
Mr. Sidhartha Sharma, Adv.	] For the Respondent No.1 in
Mr. Rishav Dutt, Adv.	] IA(I.B.C)/2074(KB)2023
Ms. Namrata Basu, Adv.	]
Mr. Danish Taslim, Adv.	]

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Mr. S. Mitra, Adv.	]
Mr. Rohit Kumar Keshri, Adv.	] For the Respondent in
Mr. Ankit Chaurasia, Adv.	] IA(I.B.C)/1617(KB)2023
Mr. Devajoyti Barman, Adv.	] For the Respondent in
Ms. S.B. Mallick, Adv.	] IA(I.B.C)/1618(KB)2023
Mr. Kaustubh Rai, Adv.	] For the Respondent in
	] IA(I.B.C)/738(KB)2021
Mr. Rahul Auddy, Adv.	] For the Liquidator
Mr. Aditya Gooptu, Adv.	]
Mr. Samir Kumar Bhattacharya, Adv.	] Liquidator
Ms. Deblina Lahiri, Adv.	] For State Bank of India
Ms. T. Chetri, Adv.	]

**O R D E R**

**Per: Bidisha Banerjee, Member (Judicial)**

1. The Court congregated through a hybrid mode.

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2. Ld. Counsels were heard and records were perused.

3. This application has been preferred by the Applicant Impex Metal and Ferro Alloys Limited (hereinafter referred to 'Corporate Debtor') in I.A. No. 1618 of 2023, to seek the following reliefs:-

*a. To pass an Order directing extinguishment of claims and liabilities of Respondent No.1 against the Applicant company prior to 16<sup>th</sup> September 2021, i.e., the date of acquisition/purchase of the Applicant company by Auction Purchaser;*

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- b. To pass an Order directing refund of the arrears of amount of bills (bearing no.3127 and 3128 dated 08.09.2021) for both meters for the month of August-2021 which forms part of past dues and amounting to Rs.18,12,868/- and Rs.15,33,430/- aggregating to Rs.33,46,298/- paid under protest against the current dues of the Applicant company;*
- c. To pass an Ad-interim order in terms of the prayers made above; and*
- d. To pass such further or other order or orders be passed and/or direction or directions be given as this Hon'ble Tribunal may deem fit and proper.*

Thus, basically the prayer is extinguishment of claim of the AP Industrial Infrastructure Corporation Limited prior to auction purchase.

- 4.** At hearing it transpired that one Eastern Power Distribution Company of Andhra Pradesh Limited had preferred an identical claim before the Liquidator of Impex Metal against Maithon alloys the auction purchaser. The matter went up to Hon'ble NCLAT. Paragraph 12 of the judgment and order dated 26<sup>th</sup> May, 2022 as contained in page 77 of this application rendered by Hon'ble NCLAT in company Appeal (AT) Insolvency No.961 of 2021 (Annexure F to the petition) refers to the total claim lodged by the appellant Eastern Power Distribution Company as under:

<b>SL. No.</b>	<b>Particulars</b>	<b>Amount</b>
<b>1.</b>	Outstanding CC charges arrears at the time of CIRP- Pre CIRP claim.	Rs. 19,76.57,061.00
<b>2.</b>	Outstanding CC Charges arrears in CIRP period – March 2018 to February 2019	Rs.19,19,95,081.00

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<b>3.</b>	Deemed Consumption charges – 2015-16	Rs.13,48,22,740.00
		Rs.52,44,85,882.00

In the said matter, towards the consumption charges for the Financial Year 2015-16, an amount of Rs.13,48,33,740/- was raised by Electricity Corporation.

The Hon'ble NCLAT while referring to the claim has made its observation as under:

***“When in the IBC proceedings, the Appellant has lodged his claim before the Liquidator pertaining to pre-CIRP dues, the same has to be dealt with as per the provisions of the Code. Pre-CIRP dues of the Appellant have been treated as operational debt and the same required to be paid as per Section 53 of the Code. The payment under Section 53 of all debts including operational debt has to be made in accordance with Section 53. Thus, the Appellant is entitled to receive pre-CIRP dues as per provisions of Section 53. Hence, the Appellant cannot be heard in contending that he should realize the said amount from the Successful Auction Purchaser. The claim of the Appellant to realize the pre-CIRP dues from Successful Auction Purchaser is clearly in conflict of the statutory scheme as laid down in the Code.”***

5. On the same analogy as reflected therein, that the successful auction purchaser cannot be saddled with penalties arising out of the default of the Corporate Debtor of pre-CIRP period, the present Applicant Impex Metal under the new management of Maithon Alloys, contends that the claim made by the present Respondent Andhra Pradesh Industrial Infrastructure Corporation Limited being the Respondent No.1 herein

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by way of a communication dated 25<sup>th</sup> February, 2022 towards water bills and dues of pre-CIRP period is not maintainable.

**6.** However, it is evident that the Applicant under the threat of not being able to restore operation without clearing the old dues first, has paid the following amounts whereof are as follows:

- 1) Rs.5,98,050/-vide UTR No.-RTGS/3443590 dated 10.02.2022  
(Paid against current water bills from Sept,21 to Jan,22)
- 2) Rs.33,46,298/-vide UTR No.-RTGS/3458746 dated 11.02.2022  
(Paid under protest against old dues till August,2021)
- 3) 1,18,900/-vide UTR No. – RTGS/44236675 dated 11.02.2022  
(Paid under Protest against interest claimed on old dues Sept,21 to Jan,22)”

**7.** Learned Counsel for the Applicant would also draw our attention to an Order dated 26<sup>th</sup> February, 2022 where the applicant indicated that they were forced to make payments on the threat of disconnection of water but paid on protest so as to prevent shut down of the plant and consequent loss of livelihood.

**8.** The Applicant thus contends that although it had made payment under protest of amounts that was not required to be raised on it by the Respondent Corporation as it pertain to pre-CIRP period, a prayer for refund of the amounts pertaining to dues for the month of August, 2021 etc. have been sought for. Further an additional direction has been sought for towards extinguishment of claims and liabilities of Respondent No.1 against the Applicant Company prior to 16<sup>th</sup> September, 2021 i.e. the date of acquisition of the purchase of the Applicant Company by the auction purchaser.

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- 9.** It is to be noted that the Corporate Debtor being Impex Metal and Ferro Alloys was admitted under Corporate Insolvency Resolution Process on 09.03.2018 and subsequently it was directed to be sold as a going concern under liquidation, to Maithon alloys limited vide liquidation under dated 12.02.2019. The Applicant/ the successful Auction purchaser has re-started its operation under the present management and control of Maithon Alloys Limited.
- 10.** The Respondent Corporation by way of a reply affidavit indicated that the Respondent being ('APIIC' in short) had entered into water supply agreement with M/s. Impex Ferro Alloys Limited the Corporate Debtor on 28.04.2015 and has been providing water till date.
- 11.** That the present auction purchaser was well aware about the pending water tax dues to be paid to the APIIC department and that since APIIC was not aware of the CIRP proceedings as such it could not submit any claim by way of outstanding arrears before this Tribunal for various demand notices for payment raised from time to time as in Annexure B series to the reply. That every month the APIIC is regularly issuing water demand notice to M/s. Impex and only on 26<sup>th</sup> February, 2022 it was informed that the property have been purchased through auction and the management of M/s. Impex has changed further payment to the tune of Rs.33,46,298/- is made without any demur or protest. It is averred the Applicant has waived its right to raise objection to the demand raised by the APIIC for a previous, appeal No.604 of 2022 preferred by the Applicant which was dismissed as not pressed.

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- 12.** It is alleged that the protest attempted to be raised on 25<sup>th</sup> February, 2022 is after thought and having already made payments the Applicant has waived its rights and or acquiesced.
- 13.** We have also noted the order dated 25<sup>th</sup> November, 2021. We are of the considered opinion that the intention of this Bench was not to saddle the auction purchaser with liabilities prior to the issue of sale certificate.
- 14.** The decision of the Hon'ble NCLAT extracted supra that, the SRA cannot be saddled with pre-CIRP dues of the Corporate Debtor, the dues payable to the corporation could come to the aid if payments were not made or on protest to the Corporation APIIC with the Liquidator. But if the dues have been happily cleared by the Auction purchaser without demur at the time of payment, it cannot turn around *volta face* to challenge it as bad. It seems to be an arrangement with APIIC to clear old dues and set the capacity of supply increased. The “protest” is purely afterthought. The request from Impex Metal, made on 25.02.2022 (Annexure I) to APIIC reads as under:

*“The company had a water sanction of 100 KL per day for which a water line was drawn by APIIC to the plant premises. However, for reasons unknown to us, this line was branched into 2, with water meter connected to each of the 2 branches and 2 separate monthly bills were being raised for 50KL per day each.*

*As we are experienced in operating Ferro Alloy units, we knew that 200 KL per day of water was required for unhindered operation. Additional water would be required for water sprinkling, green belt, domestic consumption and for slag granulation. Hence, the total consumption is expected to be 300 KL per day.*



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*Using the existing pipe infrastructure, the water being supplied to us was insufficient. Based on our request, APIIC upgraded the 1-inch line just outside and inside our factory to a 2-inch line and a new meter was installed on the 2-inch line. Currently the other meter (GBL 131 (land 2) is still in place and idle charge bill is being raised although no water is being drawn from it. You are requested to get the non-functional meter removed and continue with the new meter only for billing purposes.*

*When we approached your good office for signing of contract for increasing water supply from 100 KL per day to 300 KL per day, we were informed that we need to clear all old dues first.*

*The details of the payment made by us are as follows:*

- 1) Rs.5,98,050/-vide UTR No.-RTGS/3443590 dated 10.02.2022  
(Paid against current water bills from Sept,21 to Jan,22)*
- 2) Rs.33,46,298/-vide UTR No.-RTGS/3458746 dated  
11.02.2022  
(Paid under protest against old dues till August,2021)*
- 3) 1,18,900/-vide UTR No. – RTGS/44236675 dated 11.02.2022  
(Paid under Protest against interest claimed on old dues Sept,21  
to Jan,22)”*

There is no iota of protest apparent in the request made to APIIC. It transpires that the payments were made against the old dues, on 11.02.2022 not under a threat of disconnection of water supply but with an intention to get increased water supply from 100 KL per day to 300 KL per day.

The purported protest was made on 26.02.2022 (Annexure J). Which is purely on afterthought. Hence, the Applicant has not come with clean hands.

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**15.** As such we are of the considered opinion that the amount paid against the Corporate Debtor of the period prior to auction purchase by the Applicant need not be refunded by the APIIC.

**16.** I.A.(IB) No.1618/KB/2023 in C.P. No.176/KB/2018 is thus, **rejected**.

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**17.** Ld. Counsels were heard and records were perused.

**18.** This application has been preferred by the Applicant Impex Metal and Ferro Alloys Limited (hereinafter referred to 'Corporate Debtor') in I.A. No. 885 of 2022, to seek the following reliefs:-

- a. To pass an Order directing extinguishment of claims and liabilities of Respondent No.1 against the Applicant company prior to 16<sup>th</sup> September 2021, i.e., the date of acquisition/purchase of the Applicant company by Successful Bidder;*
- b. To pass an Order directing the Respondent No.1 to refund the excess amount to the tune of ₹16,08,672.24/- (Rupees Sixteen Lakhs Eight Thousand Six Hundred and Seventy-Two only) as the same is not payable by the Applicant;*
- c. To pass an Ad-interim order in terms of the prayers made above; and*
- d. To pass such further or other order or orders be passed and/or direction or directions be given as this Hon'ble Tribunal may deem fit and proper.*

**19. By way of this application the Applicant Impex Metal contends that:**

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- a.** The Applicant/Corporate Debtor was liquidated by an order dated 12<sup>th</sup> February, 2019. A sale certificate dated 16<sup>th</sup> September 2021 was executed in favour of Maithan Alloys Limited, as such, the going concern sale of the Corporate Debtor was completed as on 16<sup>th</sup> September, 2021.
- b.** The successful auction purchaser of the Corporate Debtor filed an Application, being I.A. no. 709 of 2022 for certain reliefs and concessions. The said I.A. was disposed of by an order dated 25<sup>th</sup> November 2021, the Corporate Debtor's dues/liabilities/arrears arising prior to the acquisition date of 16<sup>th</sup> September 2021 were extinguished.
- c.** The sale consideration was distributed by the liquidator in terms of Section 53 of the IBC, as such, all prior debts/claims/arrears/liabilities being claimed against the Corporate Debtor also stood extinguished by Operation of Law.
- d.** After the management of the Corporate Debtor underwent a change pursuant to liquidation sale as going concern, the Applicant/Corporate Debtor started operating its plant in Bobbili, Andhra Pradesh and using the HT electricity connection thereat.
- e.** The respondent, thereafter, started claiming arrear O & M charges for the prior of 5<sup>th</sup> June 2012 to 31<sup>st</sup> March 2021 (all prior to acquisition date. The total amount demanded till 31<sup>st</sup> March 2021 was Rs.21,13,694/-
- f.** On 6<sup>th</sup> October 2021, the Applicant paid the sum of Rs.21,13,694/- without prejudice to its rights and

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contentions and recorded the same in the letter dated 8<sup>th</sup> October 2021.

- g.** Thereafter, by a letter dated 1<sup>st</sup> June 2022 the Applicant demanded refund of the excess sum of Rs.16,08,672.24 paid to the respondent without prejudice. With the copy of the said order of this Hon'ble Tribunal dated 25<sup>th</sup> November, 2021 with all relevant provisions of law and judgments.
- h.** Despite that the Respondent again issued a demand of Rs.7,37,389/- this time on account of Bay & Line maintenance expenses from 5<sup>th</sup> June 2012 to 31<sup>st</sup> March 2023.
- i.** The amount being not refunded by the respondent, the Applicant is constrained to file the present Application seeking extinguishment of all past arrears/dues/claims/liabilities being claimed by the respondent against the Corporate Debtor/Applicant.

**20.** The Applicant contends that it is settled law that the Corporate Debtor cannot be held liable for any dues/arrears/liabilities arising prior to the acquisition date and the Corporate Debtor is entitled to a clean slate and a fresh start after sale as a going concern, referring to:

- a. *Ghanashyam Mishra and Sons Pvt. Ltd. v. Edelweiss Asset Reconstruction Company Ltd.***, reported in **(2021) 9 SCC 657** at paragraphs 66 and 93
- b. *Eastern Power Distribution Company of Andhra Pradesh Ltd. v. Maithan Alloys Ltd.***, in **Company Appeal (AT) No. 961 of 2021** at Paragraphs 21 and 22.

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This judgment was passed by the Hon'ble NCLAT in respect of the present main CP (IB) no.176 of 2018.

- 21.** Per contra the Respondent's has alluded lack of knowledge of the CIRP and liquidation sale of the Applicant.
- 22.** We would note that the relief, concessions granted vide order dated 25.11.2021 are as under:  
Viewed from this perspective, sale as a going concern implies that the Corporate Debtor will continue to exist, albeit under a new management. There is a seamless transition from the Liquidator to the purchaser. It envisages a wholesome transfer of immovable property, goods, employees, goodwill, etc. Further, there should not be a change of business after transfer.

<b>Sl No.</b>	<b>Prayer/Annexure Clause No.</b>	<b>Particulars of the reliefs and concessions prayed</b>	<b>Remarks</b>
7.	3(a)	Sale of the assets of the Corporate Debtor shall be binding on all stakeholders including the utility providers and all the <u>utility providers shall continue to supply the utilities as may be required for survival of the Corporate Debtor.</u>	Granted

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11.	3(e)	<u>The Corporate Debtor shall be deemed to be eligible to receive all consents, licences, exemptions, approvals, rights, entitlements, extensions, waivers, benefits and privileges whether under law, contract, lease or license, which includes without limitation permission for change of land use by the concerned Governmental and/or Regulatory Authorities as may be required by the Corporate Debtor.</u>	<u>Granted subject to payment of renewal fees, if any, to such licensing authorities</u>
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- 23.** Demand letter dated 24.09.2021 from Transmission Corporation of Andhra Pradesh Ltd. reads as under:

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From  
The Chief Engineer,  
Visakhapatnam Zone,  
220 kV Gajuwaka SS Premises  
Opp: Autonagar, APTRANSCO  
Visakhapatnam – 26

To  
M/s. Impex Metal & Ferro Alloys Ltd.,  
H.No.5-15-18,  
Kotta Agraharam 1<sup>st</sup> lane,  
Near ICICI bank, R&B road,  
Vizianagaram-535001

Lr.No.CE/VSP Zone/O&M/AEE1/F./D.No. 4286 /21, Dt. 21-09-2021

Sir,

**Sub:-** Electry – Visakhapatnam Zone – APTRANSCO – Annual Maintenance Expenses for the period from 05-06-2012 to 31-03-2021 from M/s. Impex Metals and Ferro Alloys Ltd., -Communicated - Reg.

**Ref:-** 1) Lr.No.CE/Comml/APT/DE/ADE-3/F.Impex/D.No.744/09, dt.30-10-2009  
2) Lr.No.CE/Trans/SE/Tr/EE/Tr/DEE-3/F./D.No.73/20, dt.18-11-2020  
3) Lr.No.SE/OMC/VZM/Tech/AEE-1/F.No.II-9/D.No.1523/21, dt.21-09-2021

\*\*\*\*

Scheme approval for extending 132 KV supply for your firm M/s. Impex Metals and Ferro Alloys Ltd., was approved vide reference 1<sup>st</sup> cited and service is extended to your firm on from dt: 05 06.2012 to dt:30 03.2016 from 132KV Bobbili SS

Later Supply is being extended to your firm from 220KV Bobbili SS from 31.03.2016 to till to date

As per the instructions issued vide reference 2<sup>nd</sup> cited and as per the report submitted by the Superintending Engineer/OMC/Vizianagaram vide reference 3<sup>rd</sup> cited, O&M charges are payable by your firm for the period 05-06-2012 to 31-03-2021.

Hence, O&M charges of **Rs.21,13,694/-** (Rupees Twenty-One Lakhs Thirteen Thousand Six Hundred and Ninety Four only) is payable for the period 05-06-2012 to 31-03-2021. The details of the same are here with enclosed.

The above amount may be paid in the following forms

- 1) Demand Draft in favour of Superintending Engineer/OMC/Vizianagaram from any Nationalized Bank payable at Visakhapatnam.
- 2) Through RTGS/NEFT.

The account details of the same is as follows:

**A/c.No. 62462756050**

**IFSC Code No.SBIN0020931**

**Address: SBI, LTB Road Branch, Vizianagaram.**

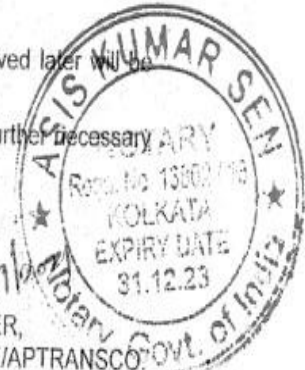
The amounts arrived are tentative, if any amount excess or less arrived later will be intimated separately.

The details of the payment may be intimated to this office for taking further necessary action.

Yours faithfully,

*Ravi*  
23/9/2021  
CHIEF ENGINEER,

VISAKHAPATNAM ZONE/APTRANSCO



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24. The break up details are at paragraphs that is as under:

<u>SCHEDULE-I</u>	
<u>Annual Maintenance cost for the period 05.06.2012 to 30.03.2016:</u>	
	<b>Scheme cost (Rs.)</b>
Total cost for the purpose of calculation of charges payable by M/s. Impex Metals and Ferro Alloys Ltd, Vizianagaram	<b>187,85,900.00</b>
 <u>Annual Maintenance cost:</u>	
	<b>Rs.</b>
Provisional cost of scheme	<b>187,85,900.00</b>
Annual O&M charges @ 1.5%	<b>281788.50</b>
 <u>I. Maintenance for the period from 05.06.2012 to 30.03.2016</u>	
	<b>Rs.</b>
Provisional cost of scheme	<b>187,85,900.00</b>
<u>Prorata Charges:</u>	
O&M Charges from the date of charging i.e 05.06.2012 to 31-03-2013 (300 days) (300x769.91)	<b>2,30,973.00</b>
O&M Charges from 01-04-2013 to 31-03-2014 (0.6(w14/w13)) + (0.4(c14/c13)) = (0.6(180.8/171.3)+(0.4(242/226))) = 1.0616x281788.50	<b>2,99,146.67</b>
O&M Charges from 01-04-2014 to 31-03-2015 (0.6(w15/w14)) + (0.4(c15/c14)) = (0.6(176.4/180.8)+(0.4(256/242))) = 1.0085x 2,99,146.67	<b>3,01,689.42</b>
O&M Charges from 01-04-2015 to 30-03-2016(365 days) (0.6(w16/w15)) + (0.4(c16/c15)) = (0.6(109/176.4)+(0.4(271/256))) = 0.7941x826.55X365	<b>2,39,572.62</b>
<b>11,61,70,28</b> Sub-Total:	<b>10,71,381.71</b>
<b>GST @ 18%</b>	<b>192848.71</b>
<b>Total:</b>	<b>12,64,230.42</b>
<b>13,47,312.53</b> Or say Rs.	<b>12,64,230.00</b>

25. It clearly evinces that the break up is towards the following:

- (i) Annual Maintenance cost for the period 31.03.2016 to 31.03.2021 of scheme cost is Rs.90,60,100.00/-



**IN THE NATIONAL COMPANY LAW TRIBUNAL  
KOLKATA BENCH (Court-II)  
KOLKATA**

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I.A. (IB) No. 885 of 2022  
In  
C.P. No. 176/KB/2018**

**(ii)** Annual Maintenance cost:

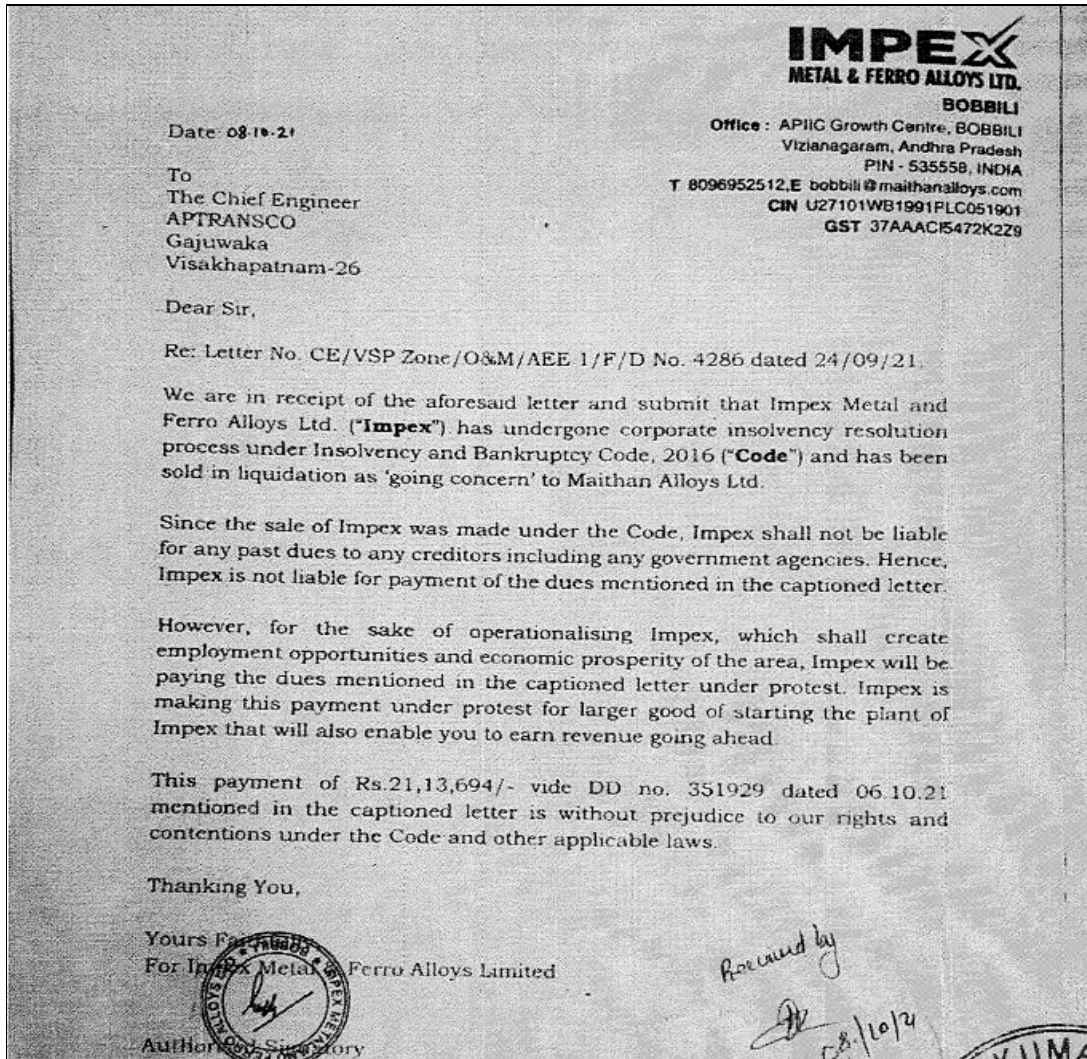
Particulars	Rs.
Provisional cost of scheme	90,60,100.00
Annual O&M charges @ 1.5%	1,35,901.50

**(iii)** Maintenance for the period from 31.03.2016 to 31.03.2021 of Prorata Charges is Rs.8,49,464.00/-.

**26.** Further, the letter dated 08.10.2024 clearly indicates that the payment is tendered without prejudice to its rights and contentions under the code:

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27. Hence, the Judgment of Hon'ble NCLAT as extracted in IA 1618 Of 2023 will squarely apply.
28. We, therefore, direct refund of the entire amount by four weeks.
29. Accordingly, I.A. (IB) No. 885/KB/2022 is allowed and **disposed of**.
30. The Registry is directed to send e-mail copies of the order forthwith to all the parties and their Ld. Counsel for information and for taking necessary steps.

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In  
C.P. No. 176/KB/2018**

**31.** Certified copy of the order may be issued, if applied for, upon compliance of all requisite formalities.

**32.** Filed be consigned to records.

**D. Arvind  
Member (Technical)**

**Bidisha Banerjee  
Member (Judicial)**

Signed on this, the 16<sup>th</sup> April, 2024.

SG, Steno.