



BEFORE THE ELECTRICITY OMBUDSMAN, HARYANA

Bays No. 33-36, Ground Floor, Sector-4, Panchkula-134109

Telephone No. 0172-2572299

Website: <https://herc.gov.in/Ombudsman/Ombudsman.aspx#>

E-mail: eo.herc@nic.in

(Regd. Post)

Appeal No : 19 of 2025
Registered on : 23.04.2025
Date of Order : 22.12.2025

In the matter of:

Review/Recall/Modification/Clarification Application against the order dated 10.09.2025 passed by this Ombudsman in Appeal No. 19 of 2025 arising out of CGRF, DHBVN Gurugram order dated 11.03.2025 in case No. 4796 of 2024.

Micro Devices Pvt. Ltd., Plot No.1, HSIIDC Industrial Estate, **Appellant**
Sector-18, Gurugram-122015, Haryana

Versus

1. DHBVNL
2. Monitoring Committee of Aircel Ltd.
3. UV Asset Reconstruction Co. Ltd.,

**Respondent-1
Respondent-2
Respondent-3**

Before:

Shri Rakesh Kumar Khanna, Electricity Ombudsman

Present on behalf of Appellant:

Shri Amritpal Singh Bhomia, Appellant
Shri Satinder Singh Gulati, Advocate

Present on behalf of Respondents:

Shri Rahul Yadav, SDO
Ms. Seema Tandon, CA
Ms. Ayushi Garg, Advocate

ORDER

1. The Appellant, Micro Devices Pvt. Ltd., has filed this application under Regulation 4.7 read with Regulations 3.24 and 3.27 of the Haryana Electricity Regulatory Commission (Forum and Ombudsman) Regulations, 2020, seeking review/recall/modification/clarification of the order dated 10.09.2025 passed by this Ombudsman in Appeal No. 19 of 2025.
2. The principal ground raised is that the security deposit of ₹71,11,662/- lying with Respondent No.1 (DHBVN) against the electricity connection (K.No.4996160000) in the name of M/s Aircel Ltd. (the erstwhile tenant) should be adjusted/refunded in favour of the Appellant (landlord/owner of the premises) towards the outstanding dues directed to be paid by the Appellant under the aforesaid order.
3. The application, along with annexed documents and the earlier order dated 10.09.2025, has been carefully perused.
4. Pursuant to the notice of motion hearing dated 16.12.2025, the matter was listed for hearing on 22.12.2025, which was intimated to the parties as the final date for disposal, with no provision for adjournment.
5. During the hearing, the Appellant, through counsel, reiterated the prayer for adjustment/refund of the security deposit of ₹71,11,662/-,

contending that the said amount (as reflected in the ledger submitted by the Respondents) was not adequately considered in the order dated 10.09.2025 and that the Appellant, as the landlord bearing post-CIRP electricity charges, is entitled to its benefit.

6. On behalf of the Respondents, Shri Rahul Yadav, SDO (Operation), Maruti Sub-Division, Gurugram, opposed the prayer, submitting that the security deposit pertains exclusively to the connection sanctioned in the name of M/s Aircel Ltd. and was furnished by the said company itself. This was supported by Ms. Seema Tandon, Assistant (Field), who emphasised that the deposit is linked solely to the account of M/s Aircel Ltd. and cannot be transferred or adjusted in favour of the Appellant.
7. The counsel for the Respondents also raised a preliminary objection regarding the powers of this Ombudsman to review or recall its own orders and sought time to file a written reply. The request for adjournment was declined, as the parties were duly notified of the final hearing date.
8. Having heard the submissions of both sides and upon careful reconsideration of the matter—including the relevant provisions of the Insolvency and Bankruptcy Code, 2016 (IBC), judicial pronouncements, and the record—in the interest of principles of natural justice and to rule out any possible omission, this Ombudsman finds no merit in the application. No error apparent on the face of the record or fresh material has been demonstrated that warrants review, recall, modification, or clarification of the order dated 10.09.2025.
9. For clarity and completeness, the key findings from the order dated 10.09.2025 are reiterated as under:
 - a. The electricity connection was sanctioned in the name of M/s Aircel Ltd., and the security deposit of ₹71,11,662/- was deposited by Aircel Ltd. itself. As per Clause 8.2 of the lease deed dated 09.10.2017, Aircel Ltd. was solely responsible for all electricity charges and had taken a separate connection in its own name.
 - b. Corporate Insolvency Resolution Process (CIRP) in respect of Aircel Ltd. and its group entities commenced on 19.03.2018. During the moratorium under Section 14 of the IBC, electricity supply was continued/restored to maintain the corporate debtor as a going concern, as mandated under Section 20 of the IBC.
 - c. Electricity charges incurred during the CIRP period qualify as Insolvency Resolution Process Costs (IRPC) under Section 5(13) of the IBC read with Regulation 31 of the IBBI (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.

d. The security deposit held by DHBVN qualifies as an "asset" of the corporate debtor (Aircel), over which it has ownership rights, including a contractual right to refund subject to permissible adjustments. Under Section 18(1)(f) of the IBC, the Resolution Professional has a duty to take control and custody of such assets, even if held by third parties like DHBVN.

e. The Resolution Plan for Aircel entities was approved by the NCLT, Mumbai in 2020 (with UV Asset Reconstruction Co. Ltd. as the successful resolution applicant). Notwithstanding subsequent challenges, the treatment of assets, including security deposits, remains governed by IBC priorities, with IRPC enjoying first priority.

f. The Appellant, being merely the landlord and not the connection holder/consumer, has no legal entitlement to the refund/adjustment of the security deposit furnished by the tenant (Aircel). Any such transfer would impermissibly dilute the assets of the corporate debtor under the IBC.

10. In view of the above, no ground is made out for review, recall, modification, or clarification. The security deposit cannot be adjusted in favour of the Appellant as prayed. The order dated 10.09.2025 continues to operate and stands as it is, for the reasons duly recorded as above.

11. The application is accordingly dismissed. Any interference with matters governed by the framework of the IBC, 2016, would be beyond the ambit of this office. No order as to costs.

Parties be informed accordingly.

Sd/-

(Rakesh Kumar Khanna)

Electricity Ombudsman, Haryana

Dated:22.12.2025

CC-

Memo. No. 2390/HERC/EO/Appeal No. 19/2025 Dated: 22.12.2025

To

1. Micro Devices Pvt. Ltd., Shri Satinder Singh Gulati, Advocate for Appellant, C-773, GF, New Friends Colony, New Delhi – 110025. (Email gulatilaw@gmail.com)
2. The Managing Director, DHBVN, Hisar (Email md@dhbvn.org.in) .
3. Legal Remembrancer, Haryana Power Utilities, Panchkula (Email lr@hvpu.org.in) .
4. The Chief Engineer Operation, DHBVN, Delhi (Email ceopdelhi@dhbvn.org.in) .
5. The SE/OP, Circle, Gurugram-II, HVPNL Complex, Near Police Line, Mehrauli Road, Gurugram-122001 (Email seop2gurugram@dhbvn.org.in)
6. The XEN/OP, S/U Division, DHBVN, Gurugram (Email xenopsuburbangurugram@dhbvn.org.in)
7. SDO, Op. Sub Division, DHBVN, Maruti (Email sdoopmaruti@dhbvn.org.in)
8. Monitoring Committee of Aircel Ltd., through Deloitte Touche Tohmatsu India LLP, Indiabulls Finance Centre, Tower-3, 27th Floor, Senapati Bapat Marg, Elphinstone Road (West), Mumbai-400013 (Email inaircelmc@deloitte.com)
9. UV Asset Reconstruction Company Ltd., Sh. Ritesh Aggarwal, CFO 704, Deepali Building, 92, Nehru Place, New Delhi-110019. (Email ceo@uvarcl.com)