

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ W.P.(C) 9985/2006

M/S INDURE PVT LTD Petitioner
Through Mr. Gaurav Bahl, Advocate.

versus

M/S B.S.E.S RAJDHANI POWER LTD Respondent
Through Mr. Shantanu Bhomic, Advocate.

CORAM:
HON'BLE MR. JUSTICE SANJIV KHANNA

% **ORDER**
19.03.2008

1. The petitioner M/s Indure Private Limited has filed the present writ petition challenging bill dated 27th April, 2006 raised by respondent-Distcom M/s BSES Rajdhani Private Limited claiming arrears of Rs.14,61,552.50.

2. In the counter affidavit filed by respondent-Distcom it is stated that meter installed in the premises of the petitioner at flat No.1/2/3, DLF Building, Cinema Complex, Greater Kailash Part-II, New Delhi was defective during the period 9th January, 1998 to 14th March, 2001 i.e. for 1160 days and the arrears raised are for this period. It was further stated that arrears have been raised on the basis of two base periods between 5th June, 1997 to 9th January,

1998 and 14th March, 2001 to 31st October, 2001. It is an admitted case that these arrears were raised without referring the matter to Electrical Inspector under Section 26(6) of the Indian Electricity Act, 1910, which reads as under:-

“**26.(6)** Where any difference or dispute arises as to whether any meter referred to in sub-section (1) is or is not correct, the matter shall be decided, upon the application of either party, by an Electrical Inspector; and where the meter has, in the opinion of such Inspector ceased to be correct, such Inspector shall estimate the amount of the energy supplied to the consumer or the electrical quantity contained in the supply, during such time, not exceeding six months, as the meter shall not, in the opinion of such Inspector, have been correct; but save as aforesaid, the register of the meter shall, in the absence of fraud, be conclusive proof of such amount or quantity:”

3. The said provision stipulates that Electrical Inspector shall estimate the amount of energy supplied to the consumer or electrical quantity contained in the supply when the meter is defective, during such time, not exceeding six months. The said provision was interpreted by this Court in ***MCD versus H.D. Shourie***, reported in 1994 (1) AD (Delhi) 105.

4. It may be relevant to state here that the petitioner had earlier approached Consumer Grievance Redressal Forum after receiving electricity bill for the billing period July, 2004 in which arrears of Rs.3,14,204.76 were claimed. The complaint made by the petitioner was examined and by an order dated 24th November, 2005 the same was disposed of. In fact, after

disposal of the complaint the respondent-Distcom in their letter dated 6th May, 2006 had informed the petitioner that the total amount payable by him is only Rs.17.29. Thus, there is merit in the contention of the petitioner that the respondent-Distcom had earlier also examined the aspect of arrears and thereafter respondent-Distcom had calculated the total amount payable by the petitioner as Rs.17.29.

5. In these circumstances, the petitioner is justified in his prayer that he should not be asked to deposit 50% of the bill amount of Rs.14,61,552.50 before the Consumer Grievance Redressal Forum hears their second complaint. For reasons given above, the order passed by the Consumer Grievance Redressal Forum dated 26th May, 2006 directing petitioner to deposit 50% of the arrears of Rs.14,61,552.50, is quashed and set aside. The complaint made by the petitioner will be heard by the Consumer Grievance Redressal Forum without deposit of the said amount and electricity supply of the petitioner will also not be disconnected for failure to deposit the said amount till speaking order is passed by the Consumer Grievance Redressal Forum on merits. In case the petitioner or the respondent-Distcom has any grievance against the speaking order, which will be passed by the said forum, they can file appropriate proceedings to challenge the said order.

6. The observations and findings given in this order are for the purpose of disposing the present writ petition and will not be binding on the Consumer

Grievance Redressal Forum, which will decide the complaint made by the petitioner on merits without being influenced by the said observations.

7. The writ petition is accordingly disposed of. There is no order as to costs.

SANJIV KHANNA, J.

MARCH 19, 2008

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