

**HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT JAMMU**

WP(C) No.1099/2026

Ashwani Kumar

.....Petitioner(s)

Through: Mr. Navyug Sethi, Advocate

Vs

**J&K Power Development Corporation
Ltd. and others**

..... Respondent(s)

Through:

Coram: HON'BLE MR. JUSTICE MOHD. YOUSUF WANI, JUDGE

ORDER
22.04.2026

1. Heard the learned counsel for the applicant/petitioner in respect of the matter.
2. The case of the petitioner in nutshell is that he is a citizen of India thus, entitled to invoke the extra-ordinary writ jurisdiction of this Court for protection and enforcement of his fundamental, legal and other statutory rights guaranteed under the Constitution of India and the laws framed thereunder. That he is aggrieved of a highly illegal and arbitrary action of the respondents in not accepting his application form for the grant of an electricity connection, notwithstanding the fact that Section 43 of the Electricity Act, 2003 casts a mandatory duty and obligation upon the respondents to supply electricity to such premises within one month of receipt of an application made by the owner or occupier of the premises. That, for earning his livelihood as well as that of his family, he has been running a firm under the name and style of *M/s Ashwani Trading Company*, engaged in the business of spare parts of earthmoving and heavy machinery, along with a workshop, for more than 38 years. That

the aforesaid firm is being run by the petitioner from the premises known as Plot no.112 Yard No.6, Transport Nagar, Narwal, Jammu. That the aforesaid plot no. 112 Yard no.6, Transport Nagar, Narwal, Jammu has been allotted by the Jammu Development Authority to one *M/s Bee Tee Gupta & Company*. That it is pertinent to mention, that the Transport Nagar, Jammu is a hub of numerous shops/firms dealing with spare parts of motor vehicles etc. That the petitioner has taken on rent/lease a portion of Plot No. 112, measuring 4300 sq. ft. out of a total area of 8160 sq. ft., for running the business of spare parts along with a workshop through the aforesaid company, by virtue of a lease deed executed on 1st April, 2022 and duly attested by a Notary Public on the same day. That as per the lease deed, the rent of the premises has been fixed at Rs.1,30,000 /- per month plus GST. That at the time of execution of the lease deed afore- stated, refundable security deposit to the tune of Rs.2,60,000/- has also been obtained from the petitioner by the Landlord, receipt of which got duly acknowledged in the lease deed in clause-IV. That the possession of the premises was taken over by the him w.e.f. 1st April, 2022 and upon taking over the possession, he incurred huge sum of money in making temporary partitions, installations racks, electric fittings, and various other items in order to make the premises fit for running the business of spare-parts and workshop etc. That the petitioner has also obtained GST registration for running the aforesaid business. That the electricity connection had already been provided to the premises and he remained paying the electricity dues to the landlord regularly. That, soon after one year, the landlord started making illegal attempts to dispossess him from the premises in question and he was subjected

to unwarranted harassment and victimization, which constrained the petitioner to file a civil suit titled *Ashwani Trading Company vs. M/s Bee Tee Gupta & Company & Anr.* before the Court of Ld. Additional District Judge, Jammu, in which the learned trial Court has passed a restraint order dated 3.07.2023 against the landlord which is validly existing and in force as on date. That the Landlord of the premises, in order to harass and victimize the petitioner has disconnected the electricity supply. That despite repeated requests, the electricity could not be restored. That the petitioner filed a new application form for grant of three-phase electricity connection and after fulfilling all the requirements approached the office of the respondents seeking grant of electricity connection to him in the premises where he is running his business. That, upon completion of all the requirements for applying for a fresh electricity connection, he approached the office of respondent No. 3 and submitted the application form along with all requisite documents; however, respondent No. 3, under the influence and pressure exerted by the petitioner's landlord, refused to even accept the application form and has flatly declined to provide an electricity connection to him. That compelled under the circumstances, he served a legal notice dated 23.03.2026 upon the respondents requiring them not to disconnect the electricity connection provided to the premises which has been taken on rent/lease by the petitioner in furtherance of order dated 13.07.2023 passed by the Ld. Additional District Judge, Jammu. That despite legal notice, the electricity connection has been disconnected and no new electricity connection is being provided to him as a result of which he is facing acute hardships and difficulties in running his business and meeting his both ends meet. That the

respondents have no right or authority to deny or deprive the occupier of any premises of an electricity connection. That the impugned action of the respondents is in utter defiance and contravention of the provisions of section 43 of the Electricity Act, 2003. That under Section 43 of the Electricity Act, 2003, a duty has been cast upon the respondents to give supply of electricity to such premises, within one month after receipt of the application requiring such supply. That in the instant case, the application form of the petitioner is not being accepted and entertained by the respondents, which action of the respondents is purely a colorable exercise of powers actuated with total malice and aimed at infringing the right vested with him under Section 43 of the Electricity Act, 2003. That the impugned action of the respondents in denying electricity connection to him in the premises taken on lease/rent is further aimed at infringing the right of his livelihood guaranteed under Article 19(1) (g) of the Constitution of India, inasmuch as in absence of electricity to his unit, he is unable to effectively carry out his business and earn his livelihood. That he has not committed any default in payment of electricity charges and there is nothing outstanding against him on account of electricity charges. That the respondents, more particularly respondents 2 and 3 under the influence and pressure yielded by his Landlord, are not accepting his application form for grant of fresh electricity connection by resorting to arbitrariness. That he is always ready and willing to comply with the legal provisions. That under similar circumstances, the Hon'ble Supreme court of India in a judgment reported as ***Dr. Meena Chaudhary vs. BSES Rajdhani Power Ltd. & Ors.*** decided on 25.06.2013, has held, that it is the duty of every licensee

to give supply of electricity to the occupier of any premises regardless of the fact that the registered consumer is no longer willing for the supply of electricity. That the occupier of the premises is entitled as of her own right under section 43 of the Electricity Act. That the case of the petitioner is fully covered and governed by the judgment passed by the Hon'ble High court of Calcutta reported as *Fashion Proprietor Aswani Kumar Maity vs. West Bengal Electricity Distribution Co. Ltd. And Ors. AIR 2009 Cal. 87*. That the respondents are not discharging their statutory duties as has been cast upon them under the Statute. That the Hon'ble Supreme Court of India in Director of Settlements, *A.P. v. M.R. Apparao, (2002 14 SCC 638* in para 17, has held, that existence of a legal right of a citizen and performance of any corresponding legal duty by the State or any public authority, could be enforced by issuance of a writ of mandamus.

3. The petitioner has accordingly prayed for issuance of appropriate writ, order or direction in the nature of Mandamus for commanding the respondents to accept his application form for grant of new three phase electricity connection and to provide the electricity connection to him in the premises being Plot No.112 Yard No.6 Transport Nagar, Jammu.

4. I have heard the learned counsel for the petitioner at length, who reiterated his stand taken in the petition.

5. In the facts and circumstances of the case, this Court is of the considered opinion that the matter can be disposed of even at this stage by passing of appropriate directions which are not likely to cause any prejudice to the interests

of the respondents and the action under which will otherwise be the legal obligation of the respondents.

6. Accordingly, the *petition is disposed* of at this threshold stage with the direction to the respondents that they shall immediately consider the grant of new three phase electricity connection in favour of the petitioner for use of electricity by him at Plot No.112 Yard No.6 Transport Nagar, Jammu, where he is running his business of spares parts under the name and style of *M/S Ashwani Trading Company* so as to enable him to effectively run his business and earn his livelihood. However, the respondents are at liberty to insist upon the completion of all the required formalities except the “No Objection” from his landlord.

7. The respondents shall do the needful within a period of two weeks’ positively.

8. *Disposed of.*

Jammu
22.04.2026
Shammi



(Mohd. Yousuf Wani)
Judge