IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.1908 of 2015
With
I.A. No.1522 of 2015

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Braj Kishor Singh, son of Late Gorakh Singh, Proprietor Hotel Vaibhav Banjai Road, P.S- Gopalganj, District - Gopalganj.

.... Petitioner/s

Versus

1. The North Bihar Power Distribution Company Ltd. through its Managing Director Bihar, Patna.
2. The General Manager, North Bihar Power Distribution Company Ltd. Bihar, Patna.
3. The Sub-Divisional Engineer (Electric) Supply Division, Gopalganj.
4. The Executive Engineer, Electric Supply Sub-Division, Gopalganj.
5. Junior Engineer, Electric Supply Sub-Division, Gopalganj.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Suraj Samdarshi
Dhananjay Kumar Tiwary

For the Respondent/s : Mr. Ratan Prasad Sinha

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CORAM: HONOURABLE MR. JUSTICE JYOTI SARAN

ORAL ORDER

4 23-06-2015 Heard Mr. Suraj Samdarshi, learned counsel appearing on behalf of the petitioner and Mr. Ratan Prasad Sinha, learned counsel for the respondent power distribution company.

Although a simple prayer was made by the petitioner in the writ petition for restoration of electricity connection which, according to the petitioner, stood disconnected with effect from 31.12.2014 but as the matter has progressed the issue has engulfed in its own complexity. Not going into the intricacy of the matter, the submission of Mr. Samdarshi relying upon a supplementary affidavit filed in the proceedings stands noted in the order dated 22.4.2015. The petitioner presently while praying for restoration requests for modification of the bill for the months of January, February and March, 2014 in the light of the steps taken by the respondents themselves in raising bills for the period prior thereto on the basis of minimum guarantee.

It is the case of the petitioner that the meter was not functioning properly and which fact stood confirmed when the meter was replaced in July, 2014 and whereafter the bills are being raised on the basis of meter reading and has also been paid by the petitioner but for the period prior thereto more particularly January to March, 2014 the bills have been raised on erratic functioning and recording of the meter. It is the submission of Mr. Samdarshi that should the respondent-company raise bills for the months of January to March, 2014 on the basis of minimum guarantee as done by them for some of the period, the petitioner would make payment of the same along with the punitive bill amount for December 2014.

It is taking note of the submissions that the respondents were required to modify the entire bills for the period ending in the disconnection of the electricity line of the petitioner in December 2014 and following which a supplementary counter affidavit has been filed enclosing a chart placed at Annexure-E thereof showing the outstanding bill amount pending against the petitioner and which comes to Rs.6,66,336.76 besides re-connection/disconnection amount.

Mr. Samdarshi while not disputing the bill raised for the period January to March, 2014 raises issue in respect of the bill for the period subsequent to the disconnection of the electricity of the petitioner in December, 2014 i.e. for the months of January to April, 2015 for which the respondents have raised bills on the basis of minimum guarantee to the tune of Rs.27,496.8 for each of the four months, the total coming to Rs.1,09,987.2. According to the petitioner, he is not liable for making this payment since apparently the respondents accepting the infirmity in the bill which is the foundation for the disconnection, the bill raised for the disconnected period on basis of minimum guarantee was not sustainable and the petitioner is not lawfully required to make any payment on the basis of the minimum guarantee for the period subsequent to the disconnection.

The argument of Mr. Samdarshi has been contested by Mr. Ratan Prasad Sinha, learned counsel appearing for the respondent-power distribution company to submit that since admittedly there were outstanding against the petitioner on the date of disconnection hence there is no infirmity in the bill raised for the period subsequent to disconnection on the basis of minimum guarantee.

In view of the position existing Mr. Samdarshi, learned counsel appearing for the petitioner submitted that the petitioner while preserving his right to question the bill raised by the respondent-Company for the period January to April, 2015, would be making payment of the entire amount as reflected from Annexure-E while praying for liberty to question the same before the appropriate forum. Since this Court has not entered into the merits of the case, in my opinion, the submission is rather fair and no sooner the petitioner would deposit the amount reflected in Annexure-E to the supplementary counter affidavit and produces its receipt before the appropriate authority, the line of the petitioner would be restored within 48 hours thereafter. This deposit would not preclude the petitioner to question the bill raised by the respondents for the period subsequent to disconnection i.e. January to April, 2015 before the appropriate forum and which would be disposed of on its own merits in accordance with law.

The writ petition and the interlocutory application are accordingly disposed of.

(Jyoti Saran, J)

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