

IN THE HIGH COURT FOR THE STATES OF PUNJAB AND HARYANA AT  
CHANDIGARH

RSA No.2061 of 2014 (O&M)  
Date of Decision.27.08.2015

Jasbir Singh

.....Appellant

Versus

Punjab State Electricity Board (now PSPCL) and others .....Respondents

Present: None for the appellant.

**CORAM:HON'BLE MR. JUSTICE K. KANNAN**

1. Whether Reporters of local papers may be allowed to see the judgment ?
2. To be referred to the Reporters or not ?
3. Whether the judgment should be reported in the Digest?

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**K. KANNAN J.**

1. The plaintiff who filed the suit for declaration that he was the owner of the tubewell connection in the land bearing khasra No.54/18/2 in an extent of 5 kanals to an old account No.47-941 and to the new account No.48-437 belongs to him and for a restraint against the Electricity Board and its authorities described as defendants No.1 to 3 from transferring it or allowing the 4<sup>th</sup> defendant to create any obstruction to his enjoyment. The injunction relief is also sought for a restraint from disconnecting the electricity connection given to the plaintiff at his land.

2. The admitted facts are that the electricity connection stood in the name of the 4<sup>th</sup> defendant but the plaintiff's contention is that at the time when the connection was to be issued, although the original application had been made in the name of the 4<sup>th</sup> defendant, 4<sup>th</sup> defendant did not have enough resources and he had, therefore, entered into an agreement with the plaintiff on 25.12.1988 authorizing him to

secure the connection in his name after receiving ₹ 20,000/-. The plaintiff's contention is that the electricity connection was installed for 7 ½ BHP motor and later when the load was increased to 10 BHP, the additional charges had also been collected by the Electricity Board only from the plaintiff. The passbook had been issued in his name and all the bills had been paid by the plaintiff in the name of the 4<sup>th</sup> defendant because the electricity connection stood in his name. The plaintiff's further contention is that the electricity connection has been changed from the name of the 4<sup>th</sup> defendant to the 5<sup>th</sup> defendant by an order dated 22.09.2006 and the suit was to be filed within a period of three years to seek for the relief which the plaintiff has sought.

3. At the trial, the plaintiff had sought to prove the genuineness of the agreement between the plaintiff and the 4<sup>th</sup> defendant by examining PW2. PW2, however, stated that no amount of ₹ 20,000/- as claimed by the plaintiff was paid by him to the 4<sup>th</sup> defendant in his presence. The plaintiff had filed revenue entries to show that the property in khasra No.54/18/2 stood in his name but the Court found that it had government source of irrigation and the relevant entry pointed out to the fact that the land had *nehri* cultivation and if there had been any installed electric motor, it would have been so entered in the revenue records. The trial Court found that the Electricity Board had never been informed at any time about the so-called agreement and after allowing for the electricity connection to stand in the name of the 4<sup>th</sup> defendant at all times and had also allowed for a transfer of service connection in the name of the 5<sup>th</sup> defendant, the plaintiff could not have maintained the suit for declaration and injunction without even challenging the order

of transfer from the 4<sup>th</sup> defendant to the 5<sup>th</sup> defendant. The decision dismissing the suit by the trial Court had been brought in challenge in the Appellate Court and the Appellate Court reiterated the findings of the trial Court and proceeded to dismiss the appeal. The second appeal is against the said judgment.

4. I have no doubt in my mind that the plaintiff has proved his entitlement to the property in khasra No.54/18/2. The suit is not for declaration of title to the said land. However, the suit is for declaration that he is entitled to be in possession of the tubewell connection having old account No.47-941 and the new account No.48-437. An agreement between the private individuals relating to how the electricity connection should be obtained cannot secure to the plaintiff the suitable reliefs unless the agreement had been made the basis for an application before the Electricity Board and a suitable mutation had been obtained in the register of the Electricity Board itself. I cannot fathom as to how the plaintiff who had entered into an agreement which the 4<sup>th</sup> defendant remained quiet all the time and allowed for the electricity connection to stand only in the name of the 4<sup>th</sup> defendant. I will not make much of the issue on why the plaintiff did not challenge the electricity connection being changed from the 4<sup>th</sup> defendant to the 5<sup>th</sup> defendant's name but so long as there was no proper procedure followed for having it transferred in his own name, the suit for declaration that a particular service connection standing in the name of the 4<sup>th</sup> defendant and later shown as 5<sup>th</sup> defendant could be directed to be declared as belonging to the plaintiff cannot be sustained. In my view, such a declaration would not be possible. I am convinced, however, that the plaintiff, by showing the

payment of electricity bills and also showing that the passbook had been entrusted to him was in a way attempting to prove that the service connection was being put to use by him. If the plaintiff's user was pursuant to any arrangement to which the Electricity Board was a party, it would not be possible for the Electricity Board to make any transfer of registry in the name of the plaintiff. There is not even a prayer in the suit for any mandatory relief that the electricity connection standing in the name of the 4<sup>th</sup> defendant must be transferred in the name of the plaintiff. On the other hand, the suit is for declaration that he is the owner of the tubewell connection old account No.47-941 and the new account No.48-437. I am afraid it is not possible to grant the relief in the manner sought and the plaintiff's remedy would be probably to work out claim for damages if there had been any breach of trust or if there had been any action done by the 4<sup>th</sup> defendant contrary to the promise purported to have been made through the agreement of the year 1988. Even as regards the agreement, there was an issue brought before the trial Court regarding its genuineness and the Court found that only a copy of the agreement had been produced and there was no explanation given any time at the time of trial as to what had happened to the original. I do not think the Courts below could have done anything to improve the situation for the plaintiff.

5. I find no substantial question of law as involving in the second appeal. I confirm the judgments of the Courts below and dismiss the second appeal.

(K. KANNAN)  
JUDGE

August 27, 2015

Pankaj\*