

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.16690 of 2016

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1. M/s Vibha Agro Food Products, through its Proprietor Prabhu Nath Singh Son of late Laxman Singh Resident of Village-Muradabad, P.S.-Sasaram, District-Rohtas

.... Petitioner/s

Versus

1. The State of Bihar, through the Principal Secretary, Energy Department, Patna
2. South Bihar Power Distribution Company Limited through its Chief Engineer (Commercial) Bihar, Patna
3. The Executive Engineer, Electricity Supply Division, Sasaram
4. The Assistant Engineer, Electricity Supply Sub-Division, Sasaram
5. The Junior Electrical Engineer, Sasaram (Rural)

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Sanjeev Kumar, Adv.

For the Respondent/s : Mr. Kumar Priya Ranjan, Adv.

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CORAM: HONOURABLE MR. JUSTICE JYOTI SARAN

ORAL JUDGMENT

Date: 22-12-2016

Heard Mr. Sanjeev Kumar learned counsel appearing for the petitioner and Mr. Kumar Priya Ranjan learned counsel for the respondent.

The petitioner is aggrieved by the disconnection notice dated 10.10.2015 impugned at Annexure-8 to the writ petition requiring the petitioner to deposit an amount of Rs. 13,75,796/- stated to be the arrears of energy bill together with the delayed payment surcharge calculated up to September 2015. It is not in dispute that following the disconnection notice the electric line of the petitioner has been disconnected and even the bill amount has increased since thereafter as mentioned in paragraph 24 of the counter affidavit which according



to the respondents reads as Rs. 16,53,060/-.

Mr. Sanjeev Kumar learned counsel for the petitioner disputes the calculation which is resting on the details present at Annexure-A to the counter affidavit.

In my opinion, considering the dispute as to the calculation of the bills, the petitioner if so advised can take recourse to the forum available to him under Section 42(5) of the Electricity Act 2003 for testing the correctness of the bills.

Mr. Kumar learned counsel for the petitioner accepting the opinion of this Court prays for interim relief.

The dues towards arrears of energy charges is calculated at Rs. 16,53,060/- by the respondent, which also accompanies the delayed payment surcharge. The disconnection notice largely constitutes of a delayed payment surcharge which is to the tune of Rs. 11,78,335/- out of the total dues amount of Rs. 13,75, 796/- as it stood in September, 2015. The energy bill thus comes to less than 2 lacs.

In my opinion, in the circumstances noted, should the petitioner make a deposit of Rs. 6 lacs by December 31, 2016, his energy connection should be restored by the authority concerned within 48 hours thereafter.

In so far as the balance arrears of the bill is concerned, the petitioner would make payment thereof at the rate of Rs. 1.50 lacs



per month, by the 15th of each month beginning February, 2017 until the entire arrears of Rs. 16,53,060/- is cleared.

It goes without saying that the payment of the arrears aforementioned would be in addition to the payment towards current charges, following the restoration of electricity connection of the petitioner and of which they should be no default.

It also goes without saying that should the petitioner default in making payment of the current bill on the due dates or in making payment of the instalments in two consecutive months, the respondent- Company shall be at liberty to take steps for disconnection of the line of the petitioner.

It also goes without saying that the payment of the arrears amount aforementioned would be subject to the outcome of the proceedings if any, instituted by the petitioner before the Consumer Grievances Redressal Forum under Section 42(5) of 'the Act'.

The writ petition is disposed of accordingly.

(Jyoti Saran, J)

Bibhash/-

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Uploading Date	23.12.16
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