

THE HON'BLE SRI JUSTICE S.V.BHATT

WRIT PETITION No.22348 of 2010

ORDER:

Petitioner challenges Lr.No.APERC/E-205/DD-Dist/2010 dated 06.05.2010, *inter alia*, on the ground of violation of principles of natural justice and non-compliance with the requirement of Section 10(7) of the Electricity Reforms Act.

2. With the assistance of the learned counsel appearing for the parties, I have perused the impugned communication.

Learned standing counsel appearing for the third respondent in reply to the query of this Court whether the petitioner was put on notice or heard at any time before issuing the impugned communication fairly states that the third respondent while examining the issue of APGPCL generation and sharing energy and demand mechanism observed a few issues and basing upon such observation and consideration therein, the instant directives are issued.

3. This Court is of the view that the impugned communication has the potential of retrospectively alternating the memorandum of understanding in force between the parties and imposes unexpected financial burden on consumer. Therefore, impugned orders are passed without hearing the affected party and hence, the impugned communication is set aside. The matter is remanded to the third respondent to consider and dispose of the issues already noticed in the impugned communication in accordance with law. The petitioner in terms of interim order dated 08.09.2010 paid 50% of the additional amount demanded by respondents 1 and 2. Since the matter is remanded to the third respondent for consideration afresh,

it is needless to observe that the demands, which were issued pursuant to the letter dated 06.05.2010, cannot be given effect to and the amount already deposited by the petitioner is subject to the outcome of the issue before the

third respondent. If the petitioner is successful before the third respondent, the deposit is required to be adjusted in current or future bills.

The writ petition is allowed. As a sequel, the miscellaneous applications, if any pending, shall stand closed. There shall be no order as to costs.

S. V. BHATT, J

April 1, 2016
DSK