

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 13.06.2017

CORAM

THE HONOURABLE MR.JUSTICE M.M.SUNDRESH

W.P.No.10076 of 2017

and

W.M.P.Nos.11065 to 11067 of 2017

M/s.K.Parthasarathy Spinning Mills
rep. by its Managing Partner
P.Gopalakrishnan

...Petitioner

Vs.

1. The Chairman and Managing Director,
TANGEDCO, Anna Salai,
Chennai - 2.
2. The Superintending Engineer,
Udumalpet Electricity Distribution
Circle, TANGEDCO,
Udumalpet.
3. The Executive Engineer,
Operation and Maintenance,
TANGEDCO, Udumalpet.Respondents

Writ petition filed under Article 226 of the Constitution of India, to issue a Writ of Certiorarified Mandamus calling for the entire records relating to the impugned communication dated 16.03.2017 issued by the second respondent in Lr.No.SE/UEDC/UDT/DFC/AO/REV/AAO/AS/HTSC No.101/D 65/16 and quash the same and direct the respondents to permit the petitioner to pay remaining instalments of the electricity arrears by giving reconnection of electricity to the petitioner's mill in H.T.Service Connection No.101.

For Petitioner : Mr.L.Mouli
For Respondents : Mr.S.K.Rameshwar

O R D E R

This is a second round of litigation, which has arisen, pursuant to the non-compliance of the order passed by this Court qua three instalments.

2.Learned counsel appearing for the petitioner would submit that there was actually a delay of one day and thus the payment sought to be made was not accepted. The petitioner is ready and willing to make the payment provided the same indulgence is extended one more time. The inability of the petitioner has occasioned due to financial constraints.

3.Learned counsel appearing for the respondents would submit that a discretion having been exercised already, no interference is required.

4.From the counter affidavit filed, it is seen that as on 15.03.2017, a sum of Rs.18,71,174/- is paid. Now, we are in the month of June, 2017. Therefore, some more amount will have to be added. Thus except the question of payment to be made by the petitioner to the respondents, nothing more is required to be looked into.

5.Considering the facts and circumstances of the case, this Court is of the view that the petitioner will have to be given one more opportunity. Any compliance of the order passed will benefit both sides. After all, the respondents will have to recover the amount through a mode.

6.Accordingly, the second respondent is directed to restore the service connection on condition that the petitioner pays 1/3rd of the amount payable as on 15.06.2017. The remaining amount will have to be paid in four monthly instalments payable on or before 15th of ensuing months starting from July 2017. Failure to pay the instalments would result in automatic disconnection. This order does not have any relation to the liability of the petitioner to pay any sum, which would accrue from the month of July, 2017.

7.The termination of the agreement as stated in para 6 of the counter affidavit is due to the non-compliance of the order passed by this Court, by the petitioner. In view of the order passed now, the said termination order would vanish

automatically because if it is complied with, there will not be any arrears. In such view of the matter, the respondents are directed to comply with the order notwithstanding the termination order passed.

8. With the above observation and direction, the writ petition stands disposed of. No costs. Consequently, connected miscellaneous petitions are closed.

Sd/-
Assistant Registrar

//True Copy//

Sub Assistant Registrar

To

1. The Chairman and Managing Director,
TANGEDCO, Anna Salai,
Chennai - 2.
2. The Superintending Engineer,
Udumalpet Electricity Distribution
Circle, TANGEDCO,
Udumalpet.
3. The Executive Engineer,
Operation and Maintenance,
TANGEDCO, Udumalpet.

+1 CC to Mr.L.Mouli, Advocate sr 41980

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W.P.No.10076 of 2017

GJ(CO)
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