

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.17066 of 2015

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1. Vibha Rani, wife of Late Chandar Lal Ramdas, resident of Dharmshala Road, Ward No. 27, Holding No. 58 (52), P.O., P.S., Town & District Kishanganj.
2. Hitesh Jain, son of Narendra Jain, resident of Dahipatti Road, P.O., P.S. Town & District Kishanganj. Petitioner/s

Versus

1. The Bihar State Power (Holding) Company Limited, Vidyut Bhawan, Bailey Road, Patna, through its Chairman-cum-Managing Director.
2. The North Bihar Power Distribution Company Limited, Vidyut Bhawan, Bailey Road, Patna, through its Managing Director.
3. The Electrical Executive Engineer, Electric Supply Division, Kishanganj.
4. The Assistant Electrical Engineer, Electric Supply Sub Division, Kishanganj.
5. The Junior Electrical Engineer, Electric Supply Section, Kishanganj (Urban), Kishanganj. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Indrajesh Kumar, Advocate
For the Respondent/s : Mr. Vinay Kirti Singh, Sr. Advocate.
Mr. Vijay Kr. Verma, Advocate.
Mr. Akhileshwar Singh, Advocate.

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 21-08-2018

The present writ petition has been filed for the following reliefs:

- (i) “For a direction to the respondent authorities to provide fresh electrical connection in the name of the petitioner no. 2, who is a tenant of the petitioner no. 1.
- (ii) For a declaration that the outstanding dues in the name of the erstwhile tenant and in particular wherein electric supply was through a meter in the name of the former tenant, cannot be fastened upon either the landlord or a subsequent tenant of the premise.
- (iii) For a declaration that the land owner cannot be held responsible for any outstanding dues which is not relatable to the tenanted premise.
- (iv) For a declaration that electricity dues cannot be treated as a charge over the property and in particular wherein a certificate proceeding has already been instituted



against the defaulting consumer, such amount cannot form basis for denial of a fresh electrical connection, over the same premise; and for any other relief or reliefs to which the petitioners are found entitled.”

2. At the very outset learned counsel appearing for the respondent-power company invites reference to the agreement dated 01.12.2014 between the petitioner no. 1 the land lady and the petitioner no. 2 the tenant, which was valid for the period between 01.12.2014 to 31.10.2015 which has since already elapsed. A specific statement has been made in paragraph-8 of the counter affidavit to the effect that petitioner no. 2 vacated the house and shifted to another place.

3. Learned counsel for the petitioner appears and has been heard.

4. The specific statement in the counter affidavit as above has however not been controverted and no material has been brought on record to suggest that the agreement has been extended or that petitioner no. 2 has not vacated the house in question.

5. In the above circumstances, the claim for a new connection as applied by the petitioner no. 2 for the premises of the petitioner no. 1 does not survive.

6. Writ petition stands disposed of.

(Vikash Jain, J)

Sushma/P.S. Chandaran/-

AFR/NAFR	NAFR
CAV DATE	
Uploading Date	
Transmission Date	

