



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 26.11.2018

CORAM:

THE HONOURABLE MRS.JUSTICE V.BHAVANI SUBBAROYAN

W.P(MD)No.13388 of 2018

and

W.M.P(MD)Nos.12199 & 12200 of 2018

WEB COPY

M/s.Sree Vishnu Annamalaiyar Paper Mills Limited,
Rep. by its Managing Director,
K.R.A.G.Saravanan, 9/4/39B, Valmeegi Street,
Sriram Nagar,
Kottaiyur, Karaikudi Taluk,
Sivagangai District.

... Petitioner

Vs.

1.The Chairman,
TANGEDCO, 144, Anna Salai,
Chennai - 600 002.

2.The Superintending Engineer,
TANGEDCO, Sivagangai Electricity Distribution,
Sivagangai District.

3.The Assistant Executive Engineer/Distn/O&M,
TANGEDCO,
Sivagangai Electricity Distribution,
Sivagangai District.

... Respondents

PRAYER: Petition filed under Article 226 of the Constitution of India, to issue a Writ of Certiorarified Mandamus, to call for the records from the respondents relating to the impugned order, dated 07.05.2018 vide Lr.No.SE/SEDC/SVGA/DFC/HT/AS/F.113/D.No.721/2018 and quash the same as illegal, improper, arbitrary, without jurisdiction and contrary to the principles of natural justice and consequently direct the first respondent to adjust the third installment due amount of Rs.13,82,415 may be deducted from his excess Security Deposit Amount of Rs.53,64,830/-.

For Petitioner

: Mr.K.Kevinkaran

For Respondents

: Mrs.M.Rajeshwari

for Mr.S.M.S.Johnny Basha

ORDER

This Writ Petition is filed seeking for issuance of a Writ of Certiorarified Mandamus, to quash the impugned proceedings of the second respondent, dated 07.05.2018 vide Lr.No.SE/SEDC/SVGA/DFC/HT/AS/F.113/D.No.721/2018 and to direct the first respondent to adjust the third installment due amount of Rs.13,82,415, by deducting from his excess Security Deposit Amount of Rs.53,64,830/-.



2. The case of the petitioner is that the petitioner's Mill is an Industry, which is located in a remote Village, manufacturing paper and the sanctioned, demand of electricity connection by the respondents is 2000 KVA for running the Mill. The petitioner has deposited a sum of Rs.43,37,746/- before the first respondent as a Security Caution Deposit, which can also be adjusted every year in the month of April. Now, the petitioner has deposited a sum of Rs.53,64,830/- as caution deposit charges before the first respondent, according to the usage of consumption and the electricity consumption charges were paid till August 2017.

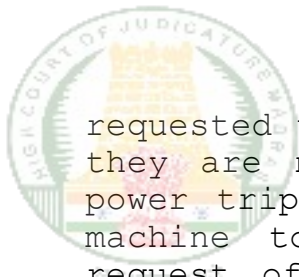
3. Due to unavoidable circumstances and poor realization no production was done, hence, the petitioner requested the second respondent to disconnect the electricity connection. As per letter, dated 03.11.2017, the first respondent disconnected the electricity connection. In the year 2018, due to demand of the paper, the petitioner opted to run the paper Mill. Hence, he submitted a letter, dated 05.02.2018 before the respondent concerned for restoring the electricity connection and informed the respondents that outstanding bill in the month of September and October, 2017 will be settled. Since the petitioner has not received any reply from the respondent regarding restoration, he was not able to pay the amount of total outstanding bills in 12 installments.

4. Hence, the petitioner filed a Writ Petition in W.P(MD)No.5360 of 2018 for issuance of a Writ of Mandamus, directing the respondent to re-connect electricity connection given in service No.059094610113. This Court, by an order, dated 26.04.2018, passed the following interim order:-

"4.In my view when the petitioner himself has come forward to pay the outstanding arrears and also taking into consideration that the mill was closed for the past six months, it would take some more time for them to generate funds for the purpose of repaying the arrears and as such, it would be appropriate to permit the petitioner to repay the arrears in installments.

5.In my view, the re-connection can be effected if the petitioner pays 50% of the outstanding dues in three installments, to enable him to pay the balance of the outstanding arrears also. In the light of the above observations, the petitioner is directed to effect the re-connection of the electricity. Thereafter, the second installment of Rs.6 lakhs shall be paid on or before 25.05.2018 and the third installment of the balance of the entire outstanding arrears shall be paid on or before 22.06.2018."

5. Accordingly, the petitioner has paid two installments and for paying the last installment, due to the maintenance works were going on, he could not mobilise the funds, hence, the petitioner



requested the respondent to reduce the demand to 20% but till date, they are not getting their dedicated feeder and due to frequent power trip and power cut, the petitioner is unable to start their machine to its capacity for commercial production. As per the request of the second respondent, the petitioner has also handed over insulators and paid the wages to labours for quick maintenance work completion.

6. In the mean time, the second respondent passed an order, dated 07.05.2018, in which it is stated that the petitioner has to pay an amount of Rs.7,00,000/- immediately; Rs.6,00,000/- on or before 25.05.2018 and the balance outstanding amount of Rs.25,85,990/- on or before 22.06.2018, failing which, electricity connection will be disconnected. The second respondent has also informed the petitioner that the Court order does not mention the amount and hence, directed the petitioner to pay the installments for the period when the company was not functioning.

7. The petitioner further submits that as per the orders of this Court, 50% of the amount of Rs.53,64,830/- is Rs.26,82,415/-, wherein he has paid Rs.13,00,000/- and the remaining amount of Rs.13,82,415/- will be paid on or before 22.06.2018, in addition, the second respondent compelled the petitioner to pay May month electricity bill, which is contrary to law. Hence, the remaining balance due amount of Rs.13,82,415/- of the third installment may be deducted from excess security deposit amount of Rs.53,64,830/-, which was paid by him earlier. For quashing the impugned order, dated 07.05.2018, issued by the second respondent, the petitioner has filed the present Writ Petition.

8. Heard the learned counsel appearing for the petitioner and the learned counsel appearing for the respondents.

9. From the materials place on record, it is seen that to show his bonafide, the petitioner has already paid a sum of Rs.13,00,000/- and as on today, as per the calculation of the second respondent, the petitioner has to pay a sum of Rs.17,74,006/-.

10. After hearing the parties, as per the suggestion of this Court, Mr.K.Kevinkaran, learned counsel appearing for the petitioner has filed a memo, dated 26.11.2018, which were duly signed by the petitioner's counsel and the petitioner, in which it is stated that the petitioner's company is not in a position to pay the amount as one time settlement, due to financial crisis and they would pay the amount in three installments of Rs.5,91,335/- each.

11. It is further stated in the memo that due to frequently power trips by the second respondent, the machine spares were damaged. In C.C.Bill of May 2018 and June 2018, in serial No.12(d) compensation charges for low power factor is Rs.5,01,347/- (Rs.4,25,941/- + Rs.75,406/-) and in this regard, the petitioner has



already submitted a representation, dated 28.06.2018, but the respondent did not take action. Hence, he stated that the second respondent ought to have consider his representation, dated 28.06.2018 and adjust the said amount in the next installment.

12. This Court is not inclined to consider the contention of the petitioner in this regard and the learned counsel for the respondents also agrees only to an extent that in three equal installments, a sum of Rs.5,91,335/- each to be paid by the petitioner to the second respondent.

13. In view of the above, the petitioner is directed to pay the first installment of Rs.5,91,335/- on or before 17.12.2018; second installment of Rs.5,91,335/- on or before 14.01.2019 and third installment of Rs.5,91,335/- on or before 04.02.2019. It is made clear that if the petitioner fails to pay the first installment on or before 17.12.2018, the respondents are at liberty to proceed further in accordance with law and the same applies to the other two installments also.

14. With regard to the dispute in adjusting the abovesaid amount in the next installment, it is left open to the petitioner to approach the respondents for consideration.

15. With the above directions, this Writ Petition is disposed of. No costs. Consequently, connected Miscellaneous Petitions are closed.

Sd/-

Assistant Registrar(P&A)

/True Copy/

Sub Assistant Registrar(CS-II)

To

1.The Chairman,

TANGEDCO, 144, Anna Salai, Chennai - 600 002.

2.The Superintending Engineer,

TANGEDCO, Sivagangai Electricity Distribution,
Sivagangai District.

3.The Assistant Executive Engineer/Distn/O&M,

TANGEDCO, Sivagangai Electricity Distribution,
Sivagangai District.

+1CC to Mr.K.Kevinkaran, Advocate, SR.No.97031

W.P(MD)No.13388 of 2018 and
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