

THE HON'BLE SRI JUSTICE ABHINAND KUMAR SHAVILI

WRIT PETITION NO.12026 OF 2007

ORDER:

1. This writ petition is filed seeking to issue a writ of mandamus declaring the action of the respondents in not releasing new Service connection of supply to 1 No.75 HP Industrial Load under LT III A to the petitioner's premises No.8-67 Sy.No.147 of Uppariguda, Koheda village and Grampanchayat, Hayathnagar Mandal, Ranga Reddy District, as illegal and arbitrary, and consequently to direct the respondents to provide new Service Connection forthwith.

2. After filing this writ petition, the prayer was amended as per the orders of this Court dated 10.7.2007. The amended prayer reads as follows:

"In the alternative, this Hon'ble Court may be pleased to declare clause 8.4 of General Terms and Conditions of Supply as arbitrary, illegal, unconstitutional and contrary to the provisions of the Electricity Act, 2003 and issue a consequential direction directing the respondent to release new service connection of supply to the petitioner's 1 No.75 HP Industrial Load under LT III A to the petitioner herein in premises No.8-67 Sy.No.147 of Uppariguda, Koheda village and Grampanchayat, Hayathnagar Mandal, Ranga Reddy District."

3. Heard Sri J. Prabhakar, learned Counsel for the petitioner and Sri R. Vinod Reddy, learned Standing Counsel for TS TRANSCO.

4. It has been submitted by the petitioner that originally, the land admeasuring Ac.0.36.30 guntas with buildings and sheds, in Sy.No.147 at Uppariguda, Koheda village and Grampanchayat, Hayathnagar Mandal, Ranga Reddy District belonged to M/s Kethaki Cement Private Limited,

who mortgaged the said property for availing loan facilities, with M/s. A.P.S.F.C. Limited, and as they could not repay the loan, M/s. A.P.S.F.C. Limited invoked the provisions of Section 29 of the State Financial Corporation and took over the mortgaged property and sold the same by way of public auction to one P. Ganesh vide registered sale deed dated 31.5.2006 and the said P. Ganesh in turn sold away the same in favour of Smt. Lingala Sujatha under registered sale deed dated 27.7.2006. It has been further submitted that the petitioner entered into lease agreement with the said Sujatha under lease deed dated 6.11.2006 and when the petitioner intended to set up the factory, the respondents are not giving electricity connection to the petitioner on the ground that M/s.Kethaki Cement Private Limited had fell in arrears, and until the arrears of Kethaki Cement Private Limited are cleared, no new connection will be released to the said premises, and under these circumstances, the petitioner approached this Court by way of filing this writ petition, and on 10.7.2007 while admitting this writ petition, this Court passed the following interim order in W.P.M.P.No.14965 of 2007:

“Heard the learned Counsel for the petitioner and the learned Standing Counsel for the respondents.

The petitioner seeks extension of power supply to the unit established by it. The petitioner is only a lessee. The respondents insist that the previous owner of the property is due certain amount towards consumption and other charges. The question as to whether the principle laid down by the Hon’ble Supreme Court in Dakshin Haryana Bijili Vitran Nigam Limited Vs. M/s. Paramount Polymers Private Limited (AIR 07 SC 2) applies to the facts of this case, needs to be decided. For the present, this Court is of the view that interest of the parties can be protected by direction extension of the power supply on condition that the petitioner deposits a sum of Rs.5.00 lakhs in addition to the other statutory deposits.

Hence, the WPMP is ordered directing that the respondents shall release power supply to the petitioner on its deposit of Rs.5.00 lakhs in addition to the other statutory deposits. This arrangement shall be subject to the outcome of the writ petition.”

It has been submitted that in pursuance of the above interim order, the petitioner deposited Rs.5.00 lakhs with the respondents and the respondents gave new service connection of power supply to the petitioner’s premises.

5. Now, it has been contended by the learned Counsel for the petitioner that during the pendency of this writ petition, the respondents vide proceedings dated 18.1.2007, which was the internal correspondence between the Superintending Engineer and the Chief General Manager, sought to recover the outstanding dues in respect of M/s. Kethaki Cement Private Limited, from the petitioner. But, the said proceedings were not challenged by the petitioner by way of amendment. The said internal correspondence dated 18.1.2007 was not communicated to the petitioner. Admittedly, no proceedings were issued by the respondents either to the petitioner or to the land owner i.e., Smt. Lingala Sujatha demanding to pay the arrears of M/s Kethaki Cement Private Limited. Therefore, it cannot be inferred that the respondents are insisting for payment of arrears of M/s. Kethaki Cement Private Limited.

6. The present writ petition is filed seeking to release new service connection of power supply to the petitioner’s premises. Since the power supply was extended to the petitioner’s premises in pursuance of the interim orders of this Court dated 10.7.2007, the cause in this writ petition does not survive. Insofar as the amount of Rs.5.00 lakhs deposited by the petitioner as directed by this Court, at the time of getting power supply, is

concerned, it is left open to the petitioner to make a representation to the respondents seeking refund of the said amount. Upon such representation being made, it is always open for the respondents to pass appropriate orders either to refund the amount or adjust the same as per the rules, within a period of eight weeks from the date of receipt of such representation.

7. With the above direction, the Writ Petition is disposed of. No costs. Consequently, miscellaneous petitions pending, if any, shall stand closed.

20th April, 2018
Nn

(ABHINAND KUMAR SHAVILI,J)



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20.4.2018

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