

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CR No.8648 of 2017
Date of decision : 23.03.2018

Punjab State Power Corporation Limited

...Petitioner

Versus

Rajiv Dhand

...Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Ms. Puneeta Sethi, Advocate for the petitioner.

Mr. P.S. Khurana, Advocate and
Ms. Amarjit Kaur Khurana, Advocate for the respondent.

ANIL KSHETARPAL, J. (ORAL)

The plaintiff-petitioner is in the revision petition against the orders dated 13.10.2017 (Annexure P-1), 20.05.2016 (Annexure P-2) and 09.11.2017 (Annexure P-3).

The plaintiff-petitioner, which is a Public Sector Undertaking filed a suit for recovery of ₹38,296/- from the defendant on account of unpaid bills and other charges on account of consumption of the electricity. The defendant has a litigation with his father Bachan Dass. As per the case of the petitioner, there is ad interim injunction granted against the plaintiff from installing the electric connection in the property. By way of the impugned orders, the Court has not only directed the plaintiff to re-connect the connection but also threatened to initiate the contempt proceedings. The

orders passed by the Court are based on some compromise, however, neither any compromise in writing has been arrived at nor the statement of any official of the Public Sector Undertaking has been recorded. Further, the suit is only for recovery and no counter claim has been filed by the defendant-respondent.

Learned counsel for the respondent has submitted that the revision petition has been filed after a long delay as one of the order passed was on 20.05.2016 and the plaintiff-petitioner did not challenge the order at an appropriate time. He has submitted that the orders were passed in the presence of the counsel representing the plaintiff and, therefore, it must be assumed that they had consented to the order.

I am afraid the arguments of the learned counsel for the respondent cannot be accepted for the following two reasons:-

1. As per order 23 Rule 3 CPC, the compromise/Deed of Settlement has to be in writing duly signed by the parties. It is admitted case that there is no Deed of compromise between the parties.
2. The plaintiff is a Public Sector Undertaking. It is a limited company, hence, it is a legal entity which has to work on the basis of the Resolution passed by the Board of Directors or on the basis of the Rules and Regulation framed by it.

In the present case, the respondent-defendant has failed to bring on record anything to prove that the lawyer who was representing was authorized to give statement which was even beyond the scope of the suit.

In view thereof, the orders dated 13.10.2017 (Annexure P-1), 20.05.2016 (Annexure P-2) and 09.11.2017 (Annexure P-3) passed by the

learned trial Court, shall stand set aside.

Learned trial Court is requested to proceed with the case.

The present revision petition is allowed.

23.03.2018

Pawan

**(ANIL KSHETARPAL)
JUDGE**

Whether speaking/reasoned:- Yes/No

Whether reportable:- Yes/No