

CWP No.1759 of 2018

[1]

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

CWP No.1759 of 2018
Date of decision: March 06, 2018

M/s Shubh Amantran

...Petitioner

Versus

Permanent Lok Adalat (PUS), SAS Nagar Mohali and others ...Respondents

Coram: Hon'ble Mr. Justice Rakesh Kumar Jain

Present: Mr. Ashdeep Singh, Advocate,
for the petitioner.

Rakesh Kumar Jain, J.

The petitioner is aggrieved against the order dated 14.08.2017 passed by the Permanent Lok Adalat (Public Utility Services), SAS Nagar Mohali (hereinafter referred to as the "Lok Adalat"), by which application filed by the petitioner under Section 22-C of the Legal Services Authority Act, 1987 (hereinafter referred as the "Act") has been dismissed.

In brief, the petitioner is a lessee in the demised premises bearing SCF No.5, Phase 3B2, Mohali. The said premises has a DPC3 Phase electric connection bearing A/c No.3000153156 (Old A/c No.Z33GC330417K) in the name of Harmohan Singh. It is alleged that the said meter was burnt on 19.09.2014, as a result of which the electricity supply to the demised premises was disconnected. The electricity department installed a new meter after replacing the burnt meter and the electricity supply was resumed on 09.10.2014. The petitioner has challenged the electricity bill amounting to ₹6,50,730/- dated 25.11.2014 before the Lok Adalat. However, his application

has been dismissed on the ground that the petitioner is not a consumer, which fact is admitted by one of the partners of the petitioner-firm, namely, Ramesh Kumar in his affidavit Ex.A18. Besides this, the petitioner has placed on record lease deed Ex.A3, from which it is proved that Paras Mahajan S/o Ramesh Chander Mahajan is the lessor, whereas the petitioner is recorded as a lessee. The Lok Adalat had found that the name of Harmohan Singh does not figure anywhere though the impugned bills Ex.A4 to Ex.A9, Ex.A11, Ex.A12 and Ex.A17 are in the name of Harmohan Singh, who is a not a party to the case. It is also an admitted fact found by the Lok Adalat that there is privity of contract with consumer Harmohan Singh and not with the petitioner and there is no evidence brought on record that either Harmohan Singh or the petitioner had ever informed the factum of tenancy/lease to the respondents. In this background, the Lok Adalat has come to a conclusion that there is no relationship of petitioner as a consumer with the respondents, therefore, the application filed at its instance as a lessee is not maintainable.

Learned counsel for the petitioner has referred to a decision of the Delhi High Court rendered in the case of **Manoj Kumar vs. BSES Rajdhani Power Ltd. and another**, 2013(4) RCR (Criminal) 749 to contend that the consumer under the Electricity Act, 2003 would be the one to whose premises electricity is provided.

After hearing learned counsel for the petitioner and taking into consideration the aforesaid facts and circumstances, I am of the considered opinion that there is no merit in the present petition because the demised premises does not belong to the petitioner and the electricity connection was not even in the name of the lessor but in the name of one Harmohan Singh who

is not a party to the lis. The electricity bill, if any, could only be challenged by the consumer and not by anyone else.

In view of the above, the present petition is hereby dismissed being denuded of any merit, though without any order as to costs.

March 06, 2018
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(Rakesh Kumar Jain)
Judge

Whether speaking / reasoned	:	Yes/No
Whether reportable	:	Yes/No