



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 20.03.2019

CORAM

THE HON'BLE MR.JUSTICE N.KIRUBAKARAN
AND
THE HON'BLE MR.JUSTICE S.S.SUNDAR

W.A. (MD) No.102 of 2019
and C.M.P. (MD) No.710 of 2019

- 1.The Chief Engineer,
TANGEDCO, Distribution,
Madurai.
 - 2.The Superintending Engineer,
TANGEDCO,
Sivagangai Electricity Distribution,
Sivagangai District.
- ... Appellants/Respondents

Vs.

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

... Respondent/Writ Petitioner

Writ Appeal filed under Clause 15 of Letters Patent against the order passed by this Court in W.P.(MD)No.25369 of 2018 dated 21.12.2018.

Prayer in WP(MD). 25369/ 2018 :

Writ Petition is filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Mandamus, to direct the respondents to permit the initial payment 25% of the Security deposit Rs.49,96,720/- and the remaining security deposit will be paid by 10 instalments and to provide re-connection regarding EB Service Connection HT SC No.059094610109.

For Appellants : Mr.S.M.S.Johnny Basha
For Respondent : Mr.Kevinkaran

JUDGMENT

(Judgment of the Court was delivered by **S.S.SUNDAR, J**)

This Writ Appeal is directed against the order passed by the learned Single Judge, allowing W.P.(MD) No.25369 of 2018, filed by the respondent, for issuing a Writ of Mandamus, directing the respondents to permit the initial payment of 25% of the Security Deposit of Rs.49,96,720/- and the remaining Security Deposit by 10



instalments and to provide re-connection to service connection HT SC No.059094610109.

2.The respondent was running a paper mill with the aid of Canara Bank. It appears that due to financial crisis, the respondent could not pay the instalments to the Bank and therefore, the respondent was not in a position to run the Paper Mill for some time. There was a proceeding initiated by the Bank under SARFAESI Act. It is also stated that the Mill came under the control of the Bank. At the request of the respondent, the amount lying with the TANGEDCO as Security/Caution Deposit to the tune of Rs.45,99,634/- was allowed to be adjusted for the dues of the sister concern of the respondent towards electricity consumption charges. Thereafter, the respondent had compromised with the Bank with regard to the outstanding and the respondent after settling the Bank has now come forward to run the Mill. However, when the respondent approached the TANGEDCO for restoration of electricity service connection, TANGEDCO required the respondent to pay the Security/Caution Deposit. Though the respondent requested TANGEDCO to provide some concessions by allowing the respondent to pay in instalments with a promise to make a down payment upto 40% of the Security Deposit, the appellants refused to consider the request of the respondent. It is in these circumstances, the respondent has come before this Court with the above writ petition. The learned Single Judge, after recording the facts, particularly the difficulties of the respondent in reviving the Mill found that the request of the respondent is reasonable. It is also pointed out before the Court that the respondent is giving employment to more than 300 persons. Hence, the learned Single Judge, directed the respondent to pay 25% of the total Security Deposit of Rs.49,96,720/- amounting to Rs.12,49,180/- on or before 26.12.2018 for restoration of Service Connection and to pay the remaining amount of Rs.37,47,540/- in six equal monthly instalments at the rate of Rs.6,24,590/-. It was further directed that the amount towards each instalment should be paid on or before 10th of every English Calender month. The entire amount of Security Deposit should be paid before the end of June, 2019. Challenging the same, the appellants are before this Court.

3.Heard Mrs.S.Srimathy, learned counsel for the appellants, who strenuously assailed the order of the learned Single Judge by referring to the relevant Rules.

4.It was now stated before this Court that the respondent was willing to make payment of 25% amount towards Security Deposit, but the appellants were not ready to accept the payment. This fact is not disputed. When the Government is giving concessions to the new industries for generating employment, such concession could be extended to the sick industry to provide employment opportunity to hundreds of people. Hence, this Court concurs with the view taken for the purpose of reviving the industry in public interest. In such circumstances, this Court is not inclined to entertain the writ appeal. However, this judgment need not be taken as a precedent and



the decision is taken having regard to the peculiar facts and circumstance of the case on hand.

5. Pursuant to the order of the learned Single Judge dated 21.12.2018, the respondent has offered 25% amount as directed by the learned Single Judge adhering to the time schedule. It is pointed out that the appellants were not prepared to accept the amount. In view of the delay on account of pendency of the appeal, this Court directs the first respondent to pay 25% of the total Security Deposit as directed by the learned Single Judge within one week from the date of receipt of a copy of this order. On such payment being made by the respondent, the appellants are directed to restore the electricity Service Connection to the respondent within one week. The respondent is directed to pay the balance amount in 6 equal monthly instalments at the rate of Rs.6,24,590/- commencing from 10th of May, 2019. In case the respondent fails to pay any one of the instalment, the appellants are at liberty to disconnect the Service Connection. It is also open to the respondent to approach this Court for extension of time, in case of justifiable cause.

6. The Writ Appeal is disposed of with the above directions. Consequently, connected Miscellaneous Petition is closed. No costs.

Sd/-

Assistant Registrar (CS III)

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Sub Assistant Registrar (CS IV)

+1 CC to M/s.K.KEVIN KARAN, Advocate (SR-55579[F] dated 21/03/2019)

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