IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 05.03.2021

Pronounced on : 29.06.2021

CORAM:

THE HONOURABLE MR.JUSTICE B.PUGALENDHI

W.P.No. 13672 of 2020
and
W.M.P.Nos. 16996 & 16997 of 2020

M/s.Virgin Manufacturing Industries P Ltd.,
SF.No.76/1B2, Ayyampalayam,
Zaminmuthur Post, Pollachi,
Coimbatore District - 642 005,
Rep. By its Managing Director,
N.Baskaran ...Petitioner

Vs.

1.The Chairman and Managing Director,
Tamil Nadu Generation and Distribution
Corporation Limited (TANGEDCO),
144, Anna Salai, Chennai - 600 002.

2.The Superintending Engineer,
TANGEDCO, Udumelpet Electricity
Distribution Circle,
Udumelpet - 642 126. ...Respondents

[R.3 deleted vide order dated 30.09.2020 made in WMP.Nos.16996 & 16997 of 2020 in WP.No.13672 of 2020]

Prayer: Writ petition filed under Article 226 of the Constitution of India seeking issuance of Writ of Certiorarified Mandamus, calling for the records of the second respondent in Lr.No.SE/UEDC/AEE/GL/AE.1/F.HT SC.New/D.No.439/2020 dated 01.06.2020, quash the same as illegal arbitrary and consequently, direct the respondents to grant the petitioner's request for electrical supply to the premises at S.F.No.76/1B2, Ayyampalayam, Zaminmuthur, Pollachi, Coimbatore District, in line with Section 43 of the Electricity Act 2003 and Clause 4 of Distribution Standards of performance regulation 2004.

For Petitioner : Mr.N.L.Rajah,
Senior Counsel
for Mr.K.Narasimhan

For Respondents: Mr.P.H.Aravind Pandiyan,
Additional Advocate General
Assisted by
Mr.Vijay Mehanath,
Standing Counsel for R.1 & R.2

O R D E R

The petitioner company has purchased a property at Ayyampalayam, Zaminmuthur Post, Pollachi, Coimbatore District. This property originally belonged to M/s.Durkrafts Paper Pvt. Ltd., which availed a loan from the Corporation Bank, Coimbatore and on default, the Corporation Bank took possession of the property under the SARFAESI Act on 17.12.2013 and subjected the property for public E-auction on 29.05.2019. The petitioner became successful bidder, paid the entire sale amount and the company was also issued with a sale certificate on 15.07.2019, that the sale of the property was made free from all encumbrance known to the secured creditor. Thereafter, the petitioner company approached the second respondent for HT electricity supply to their premises and made an application on 20.02.2020.

2. The second respondent by letter dated 16.03.2020 rejected the application for electricity supply stating that in the said premises, there was a service connection in HT.SC.No.297 and the same was disconnected due to non-payment of CC charges by the previous owner to the tune of Rs.12,22,493/-. The second respondent has stated that there was a due of Rs.58,52,536/- (CC charges Rs.12,22,493/- + Interest Rs.46,30,043/-) on the earlier service connection. The second respondent has also directed the petitioner to remit the outstanding arrears along with delayed payment charges within fifteen days to process the application. The petitioner replied to the demand letter dated 16.03.2020 and again requested to extend the electrical supply to their premises at Ayyampalayam, Pollachi, by letter dated 18.05.2020, stating that the purchase of the property on E-auction free from all encumbrance. However, without considering the facts put forth by the petitioner, the second respondent cancelled the application for electrical supply by letter dated 01.06.2020 stating that only after remittence of the pending arrears amount of the erstwhile owner, this new application for HT supply would be considered. This letter dated 01.06.2020 is impugned in this writ petition.

3. Mr.N.L.Rajah, learned Senior Counsel appearing for the petitioner submitted that the petitioner company has acquired

the property on full payment through E-auction free from all encumbrance. There is no encumbrance such as any previous electricity dues. The earlier service connection no.297 of the erstwhile owner was disconnected for default of CC charges on 22.07.2013 and the property was taken possession by the Bank on 17.12.2013. Notice of sale of the property was issued only on 09.05.2019 and E-auction was conducted on 29.05.2019 and till such time, the second respondent electricity board has not raised any demand for the arrears of CC charges in service connection no.297, though the property was in possession of the Corporation Bank from the year 2013 to 2019.

4. The proposed sale of property was widely published through all leading newspapers and though the disposal of the property was in public domain, the second respondent has not raised any objection regarding the dues till the application of the petitioner for a new service connection. In fact, the petitioner company was issued with a sale certificate that the sale of property was made free from all encumbrance known to the secured creditor.

5. The learned Senior Counsel, by referring to Clause 17 of the Electricity Supply Code, would submit that there is a mode of collection available under the Supply Code, ie., under Clause 17(4) and 17(8). But without exhausting the procedure available as per Clause 17(4) to recover the dues from the erstwhile owner, the respondents have invoked Clause 17(9)(a) of the Code and are insisting the arrears of CC charges from the petitioner, who is the purchaser of the property.

6. By referring to the regulation of the Electricity Act, the learned Senior Counsel would submit that as per Regulation in Section 43 of the Electricity Act and Clause 4 of the Distribution Standards of Performance Regulation, 2004, the second respondent is duty bound to provide electrical supply to the applicant within one month on receipt of the application requiring supply. The petitioner has applied in the prescribed form and ready to pay the charges for availing new electrical connection, however, by citing the outstanding arrears of the erstwhile owner, the second respondent cancelled the application. That apart, in the impugned order, there is no reference as to how this levy of Rs.58,52,536/- has been calculated.

7. The learned Senior Counsel further submitted that this arrears of CC charges is of the year 2013 and this demand by the second respondent from the period 2013 in the year 2020 is barred by limitation as per Section 56(2) of the Electricity Act. He has also relied upon the following decisions:

i) NESCO v. M/s.Raghunath Paper Mills Pvt. Ltd., reported in (2012) 13 SCC 479;

ii) Southern Power Distribution Company of Telungana v. Gopal Agarwal and Others, reported in (2018) 12 SCC 644;

iii) Paschimanchal Vidut Vitran Nigam Ltd and Others v. DVS Steels and Alloys Pvt Ltd and Others, reported in MANU/SC/8234/2008;

iv) Isha Marbles v. Bihar State Electricity Board and Others, reported in MANU/SC/0632/1995; and

v) Shahjahan v. Superintending Engineer, TNEB, reported in MANU/TN/1602/2012.

8. Per contra, Mr.P.H.Aravindh Pandian, learned Additional Advocate General appearing for the respondents submitted that the licensee has every right to insist the subsequent purchaser seeking re-connection / fresh connection to clear the dues of the previous owner of the property and the same is legally valid and the subsequent purchaser is duty bound to pay the same. He further submitted that as mandated under Section 43 of the Act and Regulations 2004, the application was processed and while scrutiny, it was found that the property at SF.No.76/1B2, Ayyampalayam, Zamin Muthur Post, Pollachi, Coimbatore was earlier owned by M/s.Durkraft Papers Pvt Ltd and HT Service Connection 297 was granted for the premises. The said HT SC was disconnected for non-payment of CC charges and as on date, there is a due of Rs.58,52,536/-, pending recovery, besides attracting BPSC for further period until payment in full.

9. He further submitted that as per the provision of the Supply Code, 2004, the licensee is entitled to recover the dues from the new applicant seeking re-connection / fresh connection. Therefore, by letter dated 16.03.2020, the petitioner was directed to remit the pending arrears within 15 days. However, the petitioner made an objection for remittence of arrears vide letter dated 18.05.2020. Since the petitioner did not come forward to remit and clear the arrears, the application of the petitioner seeking service connection could not be considered and was cancelled by letter dated 01.06.2020. As per the statute, the pending arrears in a service connection is liable to be recovered from the subsequent owner and therefore, the petitioner was advised to remit the arrears before seeking service connection.

10. He further submitted that as a person intending to purchase the property, it is for the petitioner to enquire about all pending dues with the property, since electricity dues are statutory in nature and the onus is on the petitioner to enquire the same and clear the same, as per the statutory rules and the insistence to comply with the rules cannot be termed as illegal.

11. With regard to the plea of limitation raised by the petitioner, the learned Additional Advocate General submitted that proviso to Section 56(2) of the Electricity Act deals with the same, which reads as under:

> "Notwithstanding anything contained in any other law for the time being in force, no sum due from any consumer, under this section shall be recoverable after the period of two years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrear of charges for electricity supplied and the licensee shall not cut off the supply of the electricity."

In this case, the electricity connection has been disconnected and the arrears amount, to be recovered, has been shown continuously. That is the reason why, along with the arrears CC Charges of Rs.12,22,493/-, the interest amount kept accumulating, as outstanding as against the service connection.

12. According to the learned Additional Advocate General, the term "free from all encumbrance", as mentioned in the sale deed can only be construed insofar as the title of the property is concerned. The electricity dues are statutory in nature as per Section 56 of the Electricity Act, 2003 and the same cannot be waived and the licensee is entitled to demand the same from the subsequent purchaser. Therefore he prays for dismissal of this writ petition.

13. He has also relied upon the following decisions in favour of the Board:

i) Dakshin Haryana Bijli Vitran Nigam Ltd v. Paramount Polymers Pvt Ltd., reported in 2006 (13) SCC 101;

ii) Paschimanchal Vidyut Vitran Nigam Ltd and Others v. DVS Steels and Alloys Pvt Ltd., and Others, reported in (2009) 1 SCC 210;

iii) Haryana State Electricity Board v. Hanuman Rice Mills, Dhanauri and Others, reported in (2010) 9 SCC 145;

iv) Carbon Resources P Ltd., v. Assam Electricity Regulatory Commission and Others, reported in (2010)5 Gauhati Law Reports29;

v) M/s.Omni Fusion Technologies v. Chairman, TNEB, Chennai and Others, reported in (2014) 4 Mad LJ 657; and

vi) Telungana State Southern Power Distribution Company Ltd and Another v. Srigdhaa Beverages, reported in (2020) 6 SCC 404.

14. Heard the learned Counsel appearing on either side and perused the documents placed on record.

15. The facts of the case are not in any dispute. The petitioner company filed this writ petition seeking a direction to provide electrical supply for the premises at SF.No.76/1B2, Ayyampalayam, Zaminmuthur Post, Pollachi, Coimbatore District –

642 005. The property originally belonged to one M/s.Durakrafts Papers Pvt Ltd. They mortgaged the property with Corporation Bank, Coimbatore and on their default, the Bank took over the possession of the property on 17.12.2013. Thereafter, the Bank initiated steps for public auction, issued notice of sale on 09.05.2019 that E-auction would be conducted on 29.05.2019. The petitioner company, being the successful bidder, purchased the property through public E-auction and was also issued with a sale certificate dated 15.07.2019, that the sale of property was made free from all encumbrance known to the secured creditor.

16. After taking possession of the premises, the petitioner company approached the second respondent for High Tension (HT) supply, by application dated 20.02.2020. Problem arose then. The second respondent Board, by letter dated 16.03.2020, rejected the petitioner's request stating that electrical supply connection HT SC 297 was in existence for the said premises and it was disconnected on 22.07.2013, due to the nonpayment of CC charges by the erstwhile owner. The petitioner was further informed that the outstanding due for the service connection is Rs.58,52,536 /- (CC charges Rs.12,22,493/- + Interest Rs.46,30,043/-) and on payment of the arrears, the application for electrical connection would be processed. The petitioner company raised objection for demanding the outstanding arrears of the erstwhile owner on them. The respondent Board, vide the impugned order, stood by their stand and directed the petitioner to remit the outstanding due, which is challenged herein.

17. As per Section 56 of the Electricity Act, 2003, the Board can disconnect the electrical connection for default in payment. For better understanding, the same is extracted as under:

> “Section 56 (Disconnection of supply in default of payment):
>
> (1) Where any person neglects to pay any charge for electricity or any sum other than a charge for electricity due from him to a licensee or the generating company in respect of supply, transmission or distribution or wheeling of electricity to him, the licensee or the generating company may, after giving not less than fifteen clear days' notice in writing, to such person and without prejudice to his rights to recover such charge or other sum by suit, cut off the supply of electricity and for that purpose cut or disconnect any electric supply line or other works being the property of such licensee or the generating company through which electricity may have been supplied, transmitted, distributed or wheeled and may discontinue the supply until such charge or other sum, together with any expenses incurred by him in cutting off and reconnecting the supply, are paid, but no longer.”

18. Since the erstwhile owner of the subject property, namely, M/s.Durakrafts Papers Pvt Ltd failed to make the electrical charges, as per the powers envisaged under Section 56 of the Act, the Board has disconnected the service connection.

19. As per Clause 17(9) of the Tamil Nadu Electricity Supply Code, 2004 (Supply Code), the Board is entitled to refuse supply to the intending consumer without clearing the dues attached with the premises. For better appreciation, the same is extracted as under:

> “17. Agreement with respect to supply : Issues on recovery of charges:
>
> (9) In case of service connections in a premises, which have been disconnected / dismantled for defaults in payment of dues whatsoever and if such service connection are to be connected or new service connections are to be obtained by other persons in such premises either by purchase or transfer or lease basis, the Distribution Licensee shall reconnect such service connections or effect new service connections, as the case may be, in such premises only after payment of dues attributed to such premises by the applicant”.

When the subsequent purchaser, namely, the petitioner herein applied for electrical connection, the Board, in terms of Clause 17(9) demanded for payment of the arrears attached with the premises and could very well refuse new electrical service connection if the purchaser failed to discharge the liability of the erstwhile owner of the property.

20. The learned Senior Counsel has heavily relied upon the decision in Isha Marbles's case (supra), wherein, a Full Bench of the Hon'ble Supreme Court has held as follows:

> “From the above, it is clear, the High Court has chosen to construe Section 24 of the Electricity Act correctly. There is no charge over the property. Where that premises comes to be owned or occupied by the auction purchaser, when such purchaser seeks supply of electric energy, he cannot be called upon to clear the past arrears as a condition precedent to supply. What matters is the contract entered into by the erstwhile consumer with the Board. The Board cannot seek the enforcement of contractual liability against the third party. Of course, the bona fides of the sale may not be relevant.”

21. In Haryana State Electricity Board's case (supra), the Hon'ble Supreme Court has distinguished the decision in Isha Marbles's case (supra) as follows:

"6. ... In Isha Marbles v. Bihar State Electricity Board (supra) this Court held that in the absence of a charge over the property in respect of the previous electricity dues, and in the absence of any statutory rules authorizing a demand for the dues of the previous occupant, an auction purchaser seeking supply of electrical energy by way of a fresh connection, cannot be called upon to clear the pre-sale arrears, as a condition precedent for granting fresh connection. This court further held that an Electricity Board could not seek the enforcement of the contractual liability of the previous owner / occupier against a purchaser, who was a third party insofar as the contract between the Electricity Board and the previous occupant and that an auction purchaser who purchases the property after disconnection of the electricity supply, could not be considered as a 'consumer' within the meaning of the Electricity Act 1910 or Electricity (Supply) Act, 1948, even though he seeks re-connection in respect of the same premises... "

22. While distinguishing so, the Hon'ble Supreme Court has summarised the position as follows:

"12. The position therefore may be summarised thus:

(i) Electricity arrears do not constitute a charge over the property. Therefore in general law, a transferee of a premises cannot be made liable for the dues of the previous owner/occupier.

(ii) Where the statutory rules or terms and conditions of supply which are statutory in character, authorise the supplier of electricity to demand from the purchaser of a property claiming reconnection or fresh connection of electricity, the arrears due by the previous owner/occupier in regard to supply of electricity to such premises, the supplier can recover the arrears from a purchaser."

23. In yet another decision in Dakshin Haryana Bijli Vitran Nigam Ltd's case (supra), the Hon'ble Supreme Court has distinguished Isha Marbles's case (supra) as follows:

"15. We must observe that the decision in Isha Marbles's case is by itself not an answer to the validity of clause 21-A of the Terms and Conditions inserted by the notification. Under Section 49 of the Supply Act, the licensee or rather, the Electricity Board, is entitled to set down the Terms and Conditions of Supply of electrical energy. In the light of the power available to it, also in the context of Section 79 (j) of the Supply Act, it could not be said that the insertion of clause 21-A in the Terms and Conditions of Supply of electrical energy is beyond the power of the appellant. It is also not merely contractual. This Court in Hyderabad Vanaspathi Ltd. v. A.P. SEB [(1998) 4 SCC 470 : (1998) 2 SCR 620] has held that the Terms and Conditions of Supply of electricity notified by the Electricity Board under Section 49 of the Electricity (Supply) Act are statutory and the fact that an individual agreement is entered into by the Board with each consumer does not make the Terms and Conditions of Supply contractual. This Court has also held that though the Electricity Board is not a commercial entity, it is entitled to regulate its tariff in such a way that a reasonable profit is left with it so as to enable it to undertake the activities necessary. If in that process in respect of recovery of dues in respect of a premises to which supply had been made, a condition is inserted for its recovery from a transferee of the undertaking, it cannot ex facie be said to be unauthorised or unreasonable. ...

16. ... There was no insertion of a clause like clause 21-A as in the present case in the Terms and Conditions of Supply involved in that case. The decision proceeded on the basis that the contract for supply was only with the previous consumer and the obligation or liability was enforceable only against that consumer and since there was no contractual relationship with the subsequent purchaser and he was not a consumer within the meaning of the Electricity Act, the dues of the previous consumer could not be recovered from the purchaser. This Court had no occasion to consider the effect of clauses like clause 21-A in the Terms and Conditions of Supply. We are therefore of the view that the decision in Isha Marbles's case cannot be applied to strike down the condition imposed. ...”

24. In Paschimanchal Vidyut Vitran Nigam Ltd's case (supra), the Hon'ble Supreme Court has held as follows:

“11. The supply of electricity by a distributor to a consumer is “sale of goods”. The distributor as the supplier, and the owner/occupier of a premises with whom it enters into a contract for supply of electricity are the parties to the contract. A transferee of the premises or a subsequent occupant of a premises with whom the supplier has no privity of contract cannot obviously be asked to pay the dues of his predecessor-in-title or possession, as the amount payable towards supply of electricity does not constitute a “charge” on the premises. A purchaser of a premises, cannot be foisted with the electricity dues of any previous occupant, merely because he happens to be the current owner of the premises. The supplier can therefore neither file a suit nor initiate revenue recovery proceedings against a purchaser of a premises for the outstanding electricity dues of the vendor of the premises in the absence of any contract to the contrary.

12. But the above legal position is not of any practical help to a purchaser of a premises. When the purchaser of a premises approaches the distributor seeking a fresh electricity connection to its premises for supply of electricity, the distributor can stipulate the terms subject to which it would supply electricity. It can stipulate as one of the conditions for supply, that the arrears due in regard to the supply of electricity made to the premises when it was in the occupation of the previous owner/occupant, should be cleared before the electricity supply is restored to the premises or a fresh connection is provided to the premises. If any statutory rules govern the conditions relating to sanction of a connection or supply of electricity, the distributor can insist upon fulfilment of the requirements of such rules and regulations (emphasis supplied). If the rules are silent, it can stipulate such terms and conditions as it deems fit and proper to regulate its transactions and dealings. So long as such rules and regulations or the terms and conditions are not arbitrary and unreasonable, courts will not interfere with them.

13. A stipulation by the distributor that the dues in regard to the electricity supplied to the premises should be cleared before electricity supply is restored or a new connection is given to a premises, cannot be termed as unreasonable or arbitrary (emphasis supplied). In the absence of such a stipulation, an unscrupulous consumer may commit defaults with impunity, and when the electricity supply is disconnected for non-payment, may sell away the property and move on to another property, thereby making it difficult, if not impossible for the distributor to recover the dues. Having regard to the very large number of consumers of electricity and the frequent moving or translocating of industrial, commercial and residential establishments, provisions similar to Clauses 4.3(g) and (h) of the Electricity Supply Code are necessary to safeguard the interests of the distributor.”

25. Very recently, the Hon'ble Supreme Court in Telungana State Southern Power Distribution Company Ltd's case (supra), has held as follows:

“10. We may also notice that there have been subsequent judicial pronouncements dealing with this aspect of electricity dues. A three-Judge Bench of this Court has held that the dues under the terms and conditions of supply partake the character of statutory dues (Hyderabad Vanaspathi Ltd. v. A.P. SEB [Hyderabad Vanaspathi Ltd. v. A.P. SEB, (1998) 4 SCC 470]). The mere fact that agreements were entered into with every consumer only served the purpose of bringing to the notice of the consumer the terms and conditions of supply, but did not make the dues purely contractual in character.

... ...

12. We may also notice that as an auction-purchaser bidding in an "as is where is, whatever there is and without recourse basis", the respondent would have inspected the premises and made inquiries about the dues in all respects. The facts of the present case, as in the judgment aforesaid, are more explicit in character as there is a specific mention of the quantification of dues of various accounts including electricity dues. The respondent was, thus, clearly put to notice in this behalf.

13. The same view in case of a similar clause has been taken in Paschimanchal Vidyut Vitran Nigam Ltd. v. DVS Steels & Alloys (P) Ltd. [Paschimanchal Vidyut Vitran Nigam Ltd. v. DVS Steels & Alloys (P) Ltd., (2009) 1 SCC 210 : (2009) 1 SCC (Civ) 85 (2-Judge Bench)] It has been further observed that if any statutory rules govern the conditions relating to sanction of a connection or supply of electricity, the distributor can insist upon fulfilment of the requirements of such rules and regulations so long as such rules and regulations or the terms and conditions are not arbitrary and unreasonable. A condition for clearance of dues cannot per se be termed as unreasonable or arbitrary."

26. While observing so, the Hon'ble Supreme Court has summarised the legal position as follows:

"16. We have gone into the aforesaid judgments as it was urged before us that there is some ambiguity on the aspect of liability of dues of the past owners who had obtained the connection. There have been some differences in facts but, in our view, there is a clear judicial thinking which emerges, which needs to be emphasised:

16.1. That electricity dues, where they are statutory in character under the Electricity Act and as per the terms and conditions of supply, cannot be waived in view of the provisions of the Act itself, more specifically Section 56 of the Electricity Act, 2003 (in pari materia with Section 24 of the Electricity Act, 1910), and cannot partake the character of dues of purely contractual nature.

16.2. Where, as in cases of the e-auction notice in question, the existence of electricity dues, whether quantified or not, has been specifically mentioned as a liability of the purchaser and the sale is on "as is where is, whatever there is and without recourse basis", there can be no doubt that the liability to pay electricity dues exists on the respondent (purchaser).

16.3. The debate over connection or reconnection would not exist in cases like the present one where both aspects are covered as per Clause 8.4 of the General Terms & Conditions of Supply.”

27. Admittedly, in this case, there exists a statutory rule namely, Clause 17(9) of Tamil Nadu Electricity Supply Code, 2004, which authorises the Board to refuse to supply electricity to an intending consumer in case of services which have been disconnected / dismantled for defaults in payment of dues and if the services are to be availed by other parties in the same premises either by purchase or transfer or in auction or on lease basis, the services will be effected only on clearance of the dues attributed to such premises by the applicant / intending consumer. That apart, in the sale notice for the E-auction, it is specifically mentioned that the sale will be on “As is where is”, “As is what is” and “Whatever there is”.

28. Therefore, the decision in Isha Marbles's case (supra) would not apply to be present case on hand and in view of the other decisions (discussed supra), this Court is of the view that the respondent Board is well within its right to demand the arrears due of the erstwhile owner from the petitioner / auction purchaser.

29. It is not as if the petitioner company was an ignorant party. Before submitting its bid to the Bank, the petitioner would certainly have inspected the premises and could have come to know that electricity power connection to the premises had been disconnected. Therefore, this Court could not come to the rescue of the petitioner. At the same time, the attitude of the respondent Board in keeping quite for very long period and them making a demand, once an application for fresh connection is submitted, needs to be deprecated.

30. Admittedly, the electricity connection was disconnected on 22.07.2013 itself. The property was taken over by the Bank on 17.12.2013. Sale notice was issued on 09.05.2019. E-auction was conducted on 29.05.2019. The petitioner made an application for electricity connection on 20.02.2020. From 22.07.2013 onwards, till 20.02.2020, ie., for six full years, the respondent Board kept quite and when the petitioner made an application for electricity connection, the respondents raised the demand for arrears. Had the property not been auctioned by the Bank, or had the petitioner not purchased the property, or had the petitioner not made any application for fresh electricity connection for another five years or so, whether the respondent Board would wait for years together, by simply showing that arrears of charges have to be recovered? Therefore, this Court expects the first respondent / Chairman to come out with a mechanism and issue necessary circulars / directions to the concerned Superintending Engineers of the Board to take timely action on

the electricity supply lines which have been disconnected / dismantled for default in payment of charges, instead of waiting for years together.

31. With regard to the petitioner's plea that the respondent Board has not stated the break-up for the levy of Rs.58,52,536/-, it is for them to approach the respondent and on receipt of any such representation from the petitioner, the respondent Board shall furnish the break-up details for the arrears amount. It is also open to the respondent Board to consider permitting the petitioner company to remit the dues in instalments, while providing service connection.

32. In fine, this writ petition stands dismissed. No costs. Pending miscellaneous petitions shall stand closed.

Sd/-
Assistant Registrar(CS-III)

//True Copy//

Sub Assistant Registrar

mrm/gk

To

1.The Chairman and Managing Director,
Tamil Nadu Generation and Distribution
Corporation Limited (TANGEDCO),
144, Anna Salai, Chennai - 600 002.

2.The Superintending Engineer,
TANGEDCO, Udumelpet Electricity
Distribution Circle,
Udumelpet - 642 126.

+1cc to Mr.E.Jeyasankar, Advocate, S.R.No.30138

W.P.No. 13672 of 2020

PCH(CO)
RGA(22/07/2021)