

IN THE HIGH COURT OF ORISSA AT CUTTACK

**W.P.(C) No.21972 of 2015
(Through hybrid mode)**

***S.D.O.(Elect.), Kanisi Supply Divn.
And another***

Petitioners

Mr. P. K. Tripathy, Advocate

-versus-

Permanent Lok Adalat and another

Opposite Parties

Mr. A.K.Sharma, AGA

CORAM: JUSTICE ARINDAM SINHA

**ORDER
26.04.2022**

**Order No.
04.**

1. Mr. Tripathy, learned advocate appears on behalf of petitioners and submits, impugned is award dated 23rd June, 2015 made by the Permanent Lok Adalat (PLA). His client is the electricity supply company. He draws attention to annexure-2 in the writ petition being chart showing billing and payment statement in respect of opposite party no.2. He points out therefrom that bills for consumption between July to September, 2014 were not paid by said opposite party. There was disconnection. Then opposite party paid Rs.5,471/- in aggregate, without protest. Supply was restored and, thereafter, said opposite party moved the PLA.

2. He refers to impugned award, from which following is

extracted and quoted below.

*“ The parties to the application were given adequate opportunity to produce evidence in support of their respective claims and to file Addl. Statement and reply, if any. Parties to the application did not adduce their respective evidence in shape of affidavit. However, the applicant has produced the electric bill for the month of **September, 2014** furnished by the respondent-Supply Engineer where due date of payment was inserted as **31.10.2014**. Besides, the applicant has produced voucher dated **29.10.2014** showing deposit of bill amount for the **month of September, 2014** and R.C/D.C charges of Rs.150/-, Viz; **Annexure-I & II** respectively.”*

3. Mr. Sharma, learned advocate, Additional Government Advocate appears on behalf of State, representing opposite party no.1.
4. Service has been made on opposite party no.2 but said opposite party goes unrepresented.
5. Evidence referred to in the award is only that opposite party no.2 had produced electric bill for September, 2014 and a voucher dated 29th October, 2014 showing deposit of bill amount for the month of September, 2014 and other charges for Rs.150/-. The award also shows that respondent no.1 (SDO) attached to the supplier had filed written statement pleading that opposite party no.2 was defaulter in respect of Rs.5,471/-.
6. On above evidence of opposite party no.1 and the pleading by the supplier, following term of possible settlement was framed by the PLA.

“ When there is dis-connection of power supply in breach of statutory provisions of Electricity Act, 2003 and Regulations framed there under, the Licensee shall pay a “reasonable compensation.”

It was not possible for above term being framed on basis of the disconnection having been in breach of statutory provision in Electricity Act, 2003. Where the supplier alleged default for successive three months, payment of charges in consequence of default and, thereafter, reconnection, a bill for month of September, 2014 and voucher dated 29th October, 2014, were insufficient evidence for the PLA to find that the disconnection was in breach of statutory provisions. More so, because respondent no.1 before the PLA had clearly alleged default without conceding to payment having been made in respect of one the months of the default. It is noticed that the above referred statement by annexure-2 also states that Rs.5,471/- was received on 29th October, 2014. The term of possible settlement could not have been a term to achieve settlement, since it went against the very contention of the supplier. Impugned award says that petitioner did not sign the settlement. The PLA thereupon proceeded to adjudicate on invoking sub-section (8) under section 22C in Legal Services Authorities Act, 1987.

7. For purpose of settlement of disputes, as provided under the

Act, a mechanism has been provided through the Lok Adalats. Sub-section(8) under section 22C must, therefore, be interpreted in the context of what is the dispute before the Lok Adalat. Dispute before the Lok Adalat cannot be regarding adjudication of rights or liabilities. The dispute must relate to terms of possible settlement. Adjudication of rights or liabilities must be had by litigants, from Court. This alternate mode of disputes redressal is by settlement. The authority to decide, therefore, cannot be in matters where the parties are completely and totally opposed to settlement.

8. As aforesaid, the term of possible settlement formulated by the PLA was misconceived. It could not have achieved settlement between the parties by indicting the supplier of having committed breach in disconnecting the supply. As such, the PLA exceeded its authority in making impugned award. It is set aside and quashed.

9. The writ petition is disposed of.

(Arindam Sinha)
Judge

Prasant