



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 28.01.2022

CORAM:

THE HON'BLE MR.JUSTICE M.DHANDAPANI

W.P.No.15604 of 2020  
and  
W.M.P.No.19458 of 2020

Mr.R.Munisamy

...Petitioner

vs.

1. The Superintending Engineer,  
TANGEDCO, Hosur, Krishnagiri District.
2. The Assistant Engineer,  
Operation and Maintenance,  
TANGEDCO, Hosur, Krishnagiri District.
3. Mrs.H.Mubarak Begum

...Respondents

Writ Petition filed under Article 226 of the Constitution of India, to issue a Writ of Certiorarified Mandamus, to call for the records to challenging the impugned demand notice issued by the 2<sup>nd</sup> respondent in SI.No.u.po/ e.pa/ vadakku/ Hosur/ ko.u.po/ Aa number 060 / 2019 dated 08.08.2019, to quash the same as illegal and consequently direct the respondents to adjust the amount of Rs.1,36,664/- in the future monthly bill for service connection No.0700181016 (Tariff-LM51) by considering petitioners letter dated 04.10.2019.

For Petitioner : Mr.Sivanandam

For Respondents : Mr.L.Jaivenkatesh  
Standing Counsel

ORDER

This writ petition has been filed seeking for issuance of a Writ of Certiorarified Mandamus to call for the records of the impugned demand notice dated 08.08.2019 issued by the 2<sup>nd</sup> respondent in SI No.u.po/ e.pa/ vadakku/ Hosur/ ko.u.po/ Aa number 060 / 2019, quash the same and to consequently direct the respondents to consider the petitioner's letter dated 04.10.2019 and adjust the amount of Rs.1,36,664/- in the future bills.



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2. The case of the prosecution is that, he purchased a property at No.90 & 91, VGP Temple view Layout, Alsanatham Mani Road, Hosur vide registered sale deed bearing Document No.9663 of 2012 dated 16.07.2012 for his business purpose. Thereafter he made an application dated 11.12.2012 before the 2<sup>nd</sup> respondent for name transfer of existing electricity connection in the said property from erstwhile owner to his name and the same was transferred to the his name vide order dated 17.12.2012. While so, the 2<sup>nd</sup> respondent issued an impugned demand notice dated 08.08.2019, stating that there is electricity arrears for the period from 11/2008 to 03/2013 for a sum of Rs.1,36,664/-. In order to avoid interruption in the business due to power cut, the petitioner paid the entire arrears amount of Rs.1,36,664/- to the 2<sup>nd</sup> respondent under protest without prejudice to his rights to claim refund of the same. Thereafter, the petitioner submitted several letters before the 2<sup>nd</sup> respondent seeking for refund or adjustment of the arrears amount paid by the petitioner, however, till date no orders have been passed by the 2<sup>nd</sup> respondent. Hence, the present writ petition has been filed, challenging the impugned demand notice dated 08.08.2019.

3. The learned counsel for the petitioner submitted that, the issue was settled by the Apex Court in Civil Appeal. No.6817 of 200 arising out of SLP(C) No.16396 of 2006 wherein the Apex Court held that, the respondent electricity board without statutory provision cannot demand the dues of the previous owner from the subsequent purchaser / present owner. For better appreciation, the relevant portion is extracted below:

"The appellant did not plead in its defence that any statutory rule or terms and conditions of supply, authorized it to demand the dues of previous owner, from the first respondent. Though the appellant contended in the written statement that the dues of Durga Rice Mills were transferred to the account of the first respondent, the appellant did not specify the statutory provision which enabled it to make such a claim. The decision in Paramount Polymers shows that such an enabling term was introduced in the terms and conditions of electricity supply in Haryana, only in the year 2001. The appellant did not demand the alleged arrears, when first respondent approached the appellant for electricity connection in its own name for the same premises and obtained it in the year 1991. More than three years thereafter, a demand was made by the appellant for the first time on 16.01.1995 alleging that there were electricity dues by the previous owner. In these circumstances the claim relating to the previous



owner could not be enforced against the first respondent”

He further submitted that, the impugned demand notice was issued only in the year 2019, however, the petitioner purchased the property in the year 2012. Hence, demanding the arrears of the 3<sup>rd</sup> respondent/ previous owner from the petitioner / subsequent purchaser, that too after six years from the date of purchase and after transferring the electricity connection in the name of the petitioner is not sustainable. Hence, he submitted that, this Court may quash the impugned demand notice dated 08.08.2019, issued by the 2<sup>nd</sup> respondent in SI No.u.po/ e.pa/ vadakku/ Hosur/ ko.u.po/ Aa number 060 / 2019 and issue consequential direction to the respondents to adjust the amount of RS.1,36,664/- in the future monthly bill for service connection No.0700181016 (Tariff-LM51).

4.The learned counsel appearing on behalf of the respondents submitted that, though Clause 56(2) restrains the respondent from taking any coercive steps after a lapse of two years period, however, the Electricity board is entitled to collect the money in the manner known to law. He further submitted that, in the present case, the petitioner paid the entire amount and since it is a disputed question of fact, this Court may issue direction to the petitioner to file appropriate CGR Form before the Consumer Grievance Redressal.

5.Heard the arguments advanced by the learned counsel appearing on either side and perused the materials available on record.

6.This Court perused the impugned demand notice dated 08.08.2019 and on perusal of the said impugned order, it reveals that, there was a due from the previous owner, who is the vendor of the petitioner for the period from 2008-2013 for a sum of Rs.1,36,664/-. Admittedly, the petitioner purchased the property in the year 2012 and the respondent made a claim only in the year 2019, after a lapse of six years and the petitioner paid the entire dues under protest. Though the grievances of the petitioner is genuine, however, since he paid the entire amount, the genuine claim made by the petitioner may be raised before the Consumer Grievance Redressal Forum for resolving the dispute between the consumer and the Electricity Board and this Court is not inclined to interfere with the impugned demand notice passed by the 2<sup>nd</sup> respondent.

7. This Writ petition is accordingly disposed of and liberty is granted to the petitioner to file appropriate petition before the Consumer Grievance Redressal Forum within a period of eight weeks from the date of receipt of a copy of this order. If such claim is made, the Consumer Grievance Redressal Forum is



directed to entertain the petitioner's claim on merits and pass appropriate orders in accordance with law within a period of twelve weeks thereafter. No costs. Consequently connected Miscellaneous petition is closed.

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Sd/-  
Assistant Registrar(CS-II)

//True Copy//

Sub Assistant Registrar

skt

To:

1. The Superintending Engineer,  
TANGEDCO,  
Hosur, Krishnagiri District.
2. The Assistant Engineer,  
Operation and Maintenance,  
TANGEDCO,  
Hosur, Krishnagiri District.

Copy To

The Consumer Grievance,  
Redressal Forum,  
Chennai.

+1cc to Mr.S.Sivanandam, Advocate, S.R.No.6055

+1cc to Mr.L.Jaivenkatesh, Advocate, S.R.No.6147

W.P.No.15604 of 2020  
and  
W.M.P.No.19458 of 2020

GPL(CO)  
RGA(16/03/2022)