



IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.12309 OF 2023

Green Globe Metal Pvt. Ltd.

...Petitioner

V/s.

Maharashtra State Electricity  
Distribution Co. Ltd.& Ors.

...Respondents

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Mr. Bhushan Walimbe for the Petitioner.

Ms. A. R. S. Bati for the Respondent No. 1.

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CORAM : SUNIL B. SHUKRE, AND  
FIRDOSH P. POONIWALLA, J.J.

DATE : 4<sup>th</sup> OCTOBER 2023

**JUDGMENT(Per Sunil B. Shukre J.):**

Not on board. Upon mentioning, taken on production board.

1. Heard. Rule. Rule made returnable forthwith. Heard finally by consent of the learned Counsel for the parties.

2. No notice is required to be issued to Respondent Nos. 2 and 3 as no reliefs are claimed against them, and this Writ Petition can be disposed of after hearing the learned Counsel for the Petitioner and learned Counsel for Respondent No.1.

3. Accordingly, we have heard this matter finally by granting Rule.

4. We find that supply of electricity to the premises of the Petitioner has been disconnected in exercise of its power under Section 56(1) of the Electricity Act, 2003 ("the Act") by Respondent No.1. The disconnection of electricity supply has been done immediately on the same

day on which notice under Section 56(1) of the said Act was issued by Respondent No.1. Such an action on the part of Respondent No.1 is not permissible in law for the reason that Section 56 (1) requires Respondent No.1 to give show cause notice with 15 clear days for the defaulter to fulfill the demand of Respondent No.1.

5. We further, find from the impugned show cause notice which is at page 55 of the Petition that the notice itself says that the Petitioner was supposed to pay the amount of Rs. 55,87,055.07/-, being the amount of bill dated 12<sup>th</sup> September 2023, within a period of 15 days from the receipt of the notice, and yet, the concerned officer of Respondent No.1 has disconnected the supply of electricity on the same day, i.e., 27<sup>th</sup> September 2023.

6. The conclusion that can be drawn from the above referred facts of this case is that the concerned officer of Respondent No.1 neither followed the statutory provisions as contained in Section 56 (1) of the Act nor honored his own word as given in the show cause notice dated 27<sup>th</sup> September 2023. The further conclusion is that by acting upon the threat given in the notice dated 27<sup>th</sup> September 2023, the notice now has been disposed of and therefore if any further action for recovery of the arrears of electricity dues is to be initiated by Respondent No.1, it would have to start once again from the stage of Section 56(1) of the Act. But meanwhile, relief would have to be provided to the Petitioner on account of grave

violation of law committed by Respondent No.1, although, with some conditions.

7. In the result the Petition is allowed. The Respondent No.1 is directed to restore the supply of electricity to the premises of petitioner as described in prayer Clause (a) forthwith on the condition that Petitioner shall deposit the amount of Rs. 55,87,055.07/- within a period of 15 days from the date of the order.

8. We make it clear that any failure on the part of the Petitioner to fulfill the above stated condition would give right to Respondent No.1 to proceed against the Petitioner afresh strictly in accordance with the provisions contained in Section 56(1) of the Act.

9. Rule is made absolute in the above terms. No costs.

10. Parties to act upon the authenticated copy of this order.

**(FIRDOSH P. POONIWALLA, J.)**

**(SUNIL B. SHUKRE, J.)**