

**BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT**

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DATED: 13.10.2023**CORAM****THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN****W.P.(MD)No.8855 of 2022**

Rukmani Ammal Educational &
Charitable Trust, Dindigul
Rep. by its Treasurer Sreenivasan,
S/o.VL.Krishnasamy,
Residing at 5/834, Malligai Street,
Co-operative Nagar, Dindigul – 624 005. ... Petitioner

Vs.

1. The Superintending Engineer,
TANGEDCO, Madurai Region, Madurai.
2. The Executive Engineer, TANGEDCO,
Distribution, Usilampatti, Madurai.
3. The Assistant Executive Engineer,
Distribution, TANGEDCO,
Usilampatti, Madurai.
4. The Assistant Engineer,
TANGEDCO, West,
Usilampatti, Madurai. ... Respondents

Prayer: Writ petition filed under Article 226 of the Constitution of India, to issue a Writ of Mandamus, directing the respondents to refund with interest the extra levy of Rs.4,33,870/- and Rs.12000/- as compounding charges imposed by the respondents in S.C.No.180-004-208 on 28.05.2016 by considering the petitioner's representations dated 02.06.2016 and 11.04.2022.



For Petitioner : Ms.M.Rajeswari,
for M/s.S.M.S.Johnny Basha.

For Respondents: Mr.S.Deenadhayalan,
Standing Counsel.

* * *

ORDER

Heard both sides.

2. The petitioner is an educational institution. It is enjoying electricity service connection under tariff IIB. The petitioner was putting up additional construction. They had taken temporary electricity service connection for carrying out the construction activities. When the inspection was conducted by an Anti Power Theft Squad on 27.05.2016, it was noticed that the power was drawn from the regular connection for construction activities also. Proceedings were initiated. The petitioner paid the compounding charges. Thereafter, the impugned assessment order was issued. The petitioner paid the assessment charges also. After quite a few years, the present writ petition came to be filed.



3. The learned counsel appearing for the writ petitioner reiterated all the contentions set out in the affidavit filed in support of the writ petition and called upon this Court to set aside the impugned communication and direct the respondents to refund the amount paid by them earlier.

4. I am not impressed by the said submission. As rightly pointed out by the learned Standing counsel for TANGEDCO, once compounding charges were paid by the assessee, it means that they have admitted their guilt. In other words, payment of compounding charges by itself means that the provisions of the Electricity Act have been breached. Therefore, the liability of the petitioner to pay compounding charges cannot be now questioned.

5. The case of the respondents is that the petitioner had used electricity for the purpose which was unauthorised. This would fall under Section 135(1)(e) of the Electricity Act 2003. If that be so, the liability will have to be paid in terms of Form 8A. In this case, the liability has been paid in terms of Form 8. Therefore, liberty is given to the petitioner herein to



resubmit a fresh application before the first respondent. The first respondent will hold an enquiry and if it is found that excess amount has been collected from the petitioner, it shall be refunded. It is also open to the petitioner not to rake up the issue further.

6. With this liberty to the petitioner to approach the first respondent for relief, this writ petition stands disposed of. No costs.

13.10.2023

NCC : Yes / No
Index : Yes / No
Internet : Yes/ No

PMU

To:

The Superintending Engineer,
TANGEDCO, Madurai Region, Madurai.



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5

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G.R.SWAMINATHAN,J.

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