

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

RSA No.3401 of 2023 (O&M)

Reserved On: 24.11.2023

Pronounced On:30.11.2023

Dakshin Haryana Bijli Vitran Nigam Limited**.Appellant****Versus****Smt. Bhateri Devi****..Respondent****CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL****Present: Mr. S.K.Mahajan, Advocate
for the appellant.****ANIL KSHETARPAL, J****C.M.No.12170-71-C-2023**

1. For the reasons mentioned in these applications, which are supported by the affidavits, the delay of 33 days in filing and 276 days in re-filing the appeal is condoned.

2. CMs stand disposed of.

MAIN

3. In this regular second appeal the correctness of the concurrent findings of fact arrived at by the courts below is challenged by the defendant.

4. In order to comprehend the issue involved in the present case, the relevant facts, in brief, are required to be noticed.

5. Sh. Arun Talwar had got installed an electricity meter. He after clearing his dues on 06.05.2009, got it permanently disconnected on 08.05.2009,. He also prayed for release of the security deposit which was released to him. The respondent (plaintiff) purchased the property from its

previous owner in the year 2012 and got a new electricity connection with the sanctioned load of 19.5 KW. He has been paying the bill regularly. However, for the first time in the year 2014, he was served with the electricity bill for a sum of Rs.3,55,079/-. It is claimed that the defendant-Nigam has illegally and malafidely added the previous dues of Mr. Arun Talwar in the disputed electricity bill.

6. Defendant-Nigam while contesting the suit admitted that the aforesaid dues of Mr. Arun Talwar have been added. It has been found by both the courts below that instruction no.7.3 issued by the defendant-Nigam has not been followed by the appellant. Thus, the courts have held that the appellant has violated its own instructions and it is not entitled to recover the amount from the respondent. The first appellate court has also relied upon the judgment passed by the Supreme Court in **Paschimanchal Vidyut Vitran Nigam Ltd. vs. DVS Steels & Alloys Private Ltd., (2009) 1 SCC 210.**

7. This Bench has heard the learned counsel representing the appellant at length and with his able assistance perused the paper book.

8. The learned counsel representing the appellant contends that it is well settled that the appellant can recover the amount of electricity dues from the subsequent purchaser and therefore, both the courts have erred in decreeing the suit.

9. This court has considered the submission of the learned counsel representing the appellant.

10. As already noticed, both the courts have concurrently found that Instructions No.7.3 has been violated by the appellant itself. In

Paschimanchal Vidyut Vitran Nigam Limited's case (supra), the Supreme

Court has held that the transferee of a premises has no privity of contract and therefore he cannot be asked to pay the dues of his predecessor in title.

11. However, the courts have also examined the aforesaid issue in different context. In a recent judgment passed by the Supreme Court in **Telangana State Southern Power Distribution Company Limited and another vs. M/s Srigdhaa Beverages (2020) 6 SCC 404** held that if the dues are statutory then the amount can be recovered.

12. In this case, the appellant has not proved that the dues are statutory. Moreover, the appellant has also failed to follow its own instructions. Furthermore, the permanent disconnection was sought in the year 2009, which was then granted. The property was sold in the year 2012, however, the appellants woke up for the first time in October, 2014.

13. Keeping in view the aforesaid facts and discussion, this court does not find any error in the concurrent findings of fact arrived at by the courts below.

14. Hence, dismissed accordingly.

15. All the pending miscellaneous applications, if any, are also disposed of.

November 30, 2023
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(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned
Whether reportable

:YES/NO
:YES/NO