

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.12453 of 2008

M/S UJJWAL MOLDINGS LIMITED	 Petitioner/s
Versus	
THE BIHAR STATE ELECTRICITY BO	 Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Suraj Samdarshi
For the Respondent/s	:	Mr. Vinay Kirti Singh

CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA

ORAL ORDER

- 16 28-02-2024 1. Heard learned counsel for the parties concerned.
2. The petitioner is an industrial unit at Sabalpur, Patna City, which entered into contract with the erstwhile Bihar State Electricity Board, now Bihar State (Power) Company Limited, for contract demand of 100 KVA under HT category, bearing Consumer No. FD-2323 HT, has filed the present writ application inter alia for quashing of the punitive demand of Rs. 22,96,321/-, dated 10.06.2008, by the Board.
3. Learned counsel for the petitioner submits that under APDRP Scheme, a project which has been awarded by the Bihar State Electricity Board to the M/s. Secure Meters Ltd, Udaipur. The respondents changed the old metering unit, installed in the premises of the petitioner, and new metering unit of “Secure Make” was installed on 06.10.2007. The “secure make” meter stopped running



and upon report of the meter reporter, dated 04.02.2008, that the meter is not displaying any reading, the said meter, bearing meter no. BEB-08230, was replaced on 05.05.2008. The said meter was taken by the M/s. Secure Meters Ltd. for testing and the petitioner was not aware about the testing by M/s. Secure Meters Ltd. otherwise the petitioner could have asked for testing it before independent agency. The analysis report was sent by M/s. Secure Meters Ltd, being the manufacturer, who supplied the meter. As per its report, NIC seal of the meter body was found to be tampered and was found that the meter was opened, connected additional circuit inside the meter to bypass the current measurement signals, the additional circuit removed again from the meter and finally damaged the internal circuitry so that the reading could not be displayed and retrieved. On the basis of analysis report, the punitive bill of Rs. 22,96,321/- has been raised, out of which, the petitioner has deposited 25% of the bill under protest on 10.06.2008 in order to avoid disconnection.

4. Learned counsel further submits that handing over the meter to a private interested party and getting the same tested by it is against the supply norms, illegal, arbitrary and is also violative of provisions of the Bihar Electricity



Supply Code, 2007. It was wrongful on the part of authorities to hand over the meter to M/s. Secure Meters Ltd. for testing and it was arbitrary on the part of the respondents not to get the meter, in question, tested by the competent agency, as prescribed under sections of Bihar Electricity Supply Code, 2007. The respondents failed to do so and got the meter tested and analysed by the supplier of the meter i.e. M/s. Secure Meters Ltd., whose report or suggestions cannot be said to be reliable.

5. M/s. Secure Meters Ltd. is a supplier of the meter, in question, and they would essentially not take the responsibility of any fault in the meter, accordingly, a vague and cryptic report about the meter has been submitted by them.
6. Learned counsel next submits that a Co-ordinate Bench of this Court vide its order, dated 05.05.2015, dismissed the writ application. The petitioner, being aggrieved, preferred LPA No. 348 of 2017 before Division Bench of this Court and relied upon the case of **M/s. Shakti Cold Storage & Anr. vs. Bihar State Electricity Board**, reported in **2008 SCC Online Pat 386 : (2011) 1 PLJR 264**. The Division Bench of this Court vide its order, dated 19.02.2018, set aside the order, dated 05.05.2015,



and remitted the matter back to the writ Court for a fresh consideration in the light of the discussion made in the order.

7. On the other hand, learned counsel for the Bihar State Electricity Board submits that the punitive bill was raised as per the analysis report submitted by M/s. Secure Meters Ltd. and there is no defect in the bill, in question.
8. I have heard learned counsel for the parties and have gone through the materials available on records.
9. In the case of **M/s. Shakti Cold Storage**, reported in **2008 SCC Online Pat 386 : (2011) 1 PLJR 264**, this Court, while taking note of the provisions of the Bihar Electricity Supply Code, 2007, especially Clause 8.8 (Second Proviso), Clause 8.12 (e) and Clause 8.14 (a) (ii), held that non-functional meter should be sealed and sent to either the Board's Lab or an independent Lab as agreed by the consumer for testing the said meter.
10. The order passed in **M/s. Shakti Cold Storage** (supra) has been upheld by the Apex Court. The Division Bench of this Court in its order, dated 19.02.2018, considering the judgment of **M/s. Shakti Cold Storage** (supra), has held that the case of the petitioner is covered by the ratio of **M/s. Shakti Cold Storage** (supra) and **M/s. Shree**



Shankar Cooperative Cold Storage Samiti Ltd. vs. The Bihar State Electricity Board and ors. (CWJC No. 11271 of 2008). Admittedly, the defective meter was not tested in an independent lab or the Board’s Lab, as has been held in the case of **M/s. Shakti Cold Storage** (supra).

11. In the result, I find that the case of the petitioner is squarely covered by the **M/s. Shakti Cold Storage** (supra), accordingly, the punitive bill of Rs. 22,96,343/- is set aside and the respondents are directed to refund the 25% of the bill amount deposited by the petitioner and/or to adjust the amount in the future bills.
12. This writ application is, accordingly, allowed.

(Anil Kumar Sinha, J)

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