$~17

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ W.P.(C) 8684/2017 & CM APPL 35652/2017

TATA POWER DELHI DISTRIBUTION LIMITED .....Petitioner

Through: Mr. Manish Srivastava, Mr. Moksh Arora, Mr. Santosh Ramdurg, Advs.

versus

M/S MANGLA SHREE PROPERTIES PVT LTD .....Respondent

Through: Mr. B. P. Agarwal, Adv.

CORAM:
HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

ORDER

% **18.09.2024**

1. The petitioner in the instant writ petition, filed under Article 226 and 227 of the Constitution of India, is aggrieved by the order dated 27.06.2017 passed by the Consumer Grievance Redressal Forum (hereinafter **'CGRF'**) in case no. C.G. No. 7041/12/15/NRL titled as *'M/s Mangla Shree Properties Pvt. Ltd. v. Tata Power Delhi Distribution Limited',* whereby, the petitioner has been directed to refund an amount of Rs. 3,72,033/- alongwith normal bank interest, paid by the respondent for providing electricity connection in H.T. category.

2. The facts of the case would indicate that the petitioner is a company engaged in the supply of electricity to its consumers. In 2008, the Facility Centre-1, Block-D, Delhi State Industrial And Infrastructure Development

Corporation Ltd. (hereinafter **'DSIIDC'**) Narela, Delhi-11040 was allotted to the respondent and a H.T. connection was extended thereto. In pursuance of the said connection, the demand notes amounting to Rs. 3,72,033/- and Rs.5,25,000/- were issued on account of estimate charges and security deposit, respectively. At the time of release of the electricity connection, the aforesaid amounts were deposited by the respondent.

3. Thereafter, the respondent applied for a reduced load i.e., L.T. connection of 60KW. Pursuant thereto, a demand note of Rs.6,66,466/- in the form of development charges was raised by the petitioner for laying the L.T. network.

4. Aggrieved by the aforesaid demand of Rs.6,66,466/-, the respondent preferred a complaint before the CGRF alleging that the respondent had already paid the cost of electrification and the DSIIDC had paid the development charges.

5. Learned counsel appearing for the petitioner, while taking this Court through the findings given by the CGRF, submits that the entire basis of the impugned order is rested on the ground that the DSIIDC had made the payment of the aforesaid sum to the petitioner, way back in the year 2000 and, therefore, the respondent herein was not liable to make the payment of necessary charges. He contends that the finding arrived at by the CGRF is entirely perverse and there is no document to demonstrate that the DSIIDC had ever paid the necessary charges which were leviable on the respondent.

6. Learned counsel then takes the Court through the site plan (Page 84 at *Annexure-P5*) of the DSIIDC Narela Industrial Complex, Narela, Delhi and invites the attention of the Court to various locations marked as A, B, C & D therein. He then highlights that with respect to FC-1, which situates right in

the centre of the plot, the DSIIDC has never made any payment. He, therefore, submits that, had the DSIIDC made the payment of necessary charges with respect to FC-1, there would not have been any reason to levy such charges on the respondent.

7. On the contrary, learned counsel appearing for the respondent submits that there is no infirmity in the impugned order. He also contends that the DSIIDC is not a party to the instant writ petition. According to him, once the CGRF has passed the order after hearing the respective parties, the said order should not be interfered with unless the same is found to be completely perverse or *dehors* the provisions of law.

8. I have considered the submissions made by the learned counsel for the parties and have perused the record.

9. A perusal of the findings arrived at by the CGRF would indicate that the said authority has directed for refund of Rs.3,72,033/- for providing connection in H.T. category and in addition, the demand of Rs.6,66,466/- has also been set aside. The CGRF has raised eyebrows regarding the non-availability of records regarding the receipt of payment as it was contended by the complainant therein that it was the DSIIDC who made the initial payment for HT connection. It was, therefore, held by the CGRF that the DSIIDC being the developer had made the payment at the initial stage and the same is proven by the documents.

10. However, it is seen that the CGRF has failed to allude to any specific document which would have aided the said authority in reaching the said conclusion. Infact, no specific reasons have been assigned by the CGRF in its analysis with respect to setting aside the demand of Rs.6,66,466/- and the demand raised by the petitioner for the same has outrightly been set aside.

11. Insofar as the direction for refund of Rs. 3,72,033/- is concerned, the same is premised on the ground that the DSIIDC had already paid the said amount in the year 2000. Though the CGRF in the impugned order states that the DSIIDC had made the payment way back in the year 2000 which is proven by the documents placed before the CGRF, however, what is missing is the evidence to establish that the DSIIDC had made the payment with respect to FC-1 as well. It is the specific case of the petitioner that the DSIIDC had made the payment with respect to locations A, B, C and D but no payment was made *qua* FC-1.

12. The High Court under its supervisory jurisdiction normally sets aside the proceedings, if the same are found to be grossly wrong, perverse or is not based on appreciation of material evidence. [See: ***Puri Investments v. Young Friends & Co.,*** *2022 SCC OnLine SC 283;* ***Estralla Rubber v. Dass Estate (P) Ltd.,*** *(2001) 8 SCC 97*]

13. A careful scrutiny of the entire record would indicate that there is substance in the argument of the petitioner as there is no material available on record to establish otherwise. The Court is, therefore, of the considered opinion that the findings arrived at by the CGRF are perverse and the same are accordingly set aside. Consequently, the impugned order stands quashed.

14. The petition stands allowed and is disposed of.

PURUSHAINDRA KUMAR KAURAV, J

SEPTEMBER 18, 2024/KG