

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.14425 of 2017

1. The Bihar State Power Holding Co. Ltd. through its Chairman-cum-Managing Director, Vidyut Bhawan, Bailey Road, Patna
2. The Chief Engineer Com South Bihar Power Distribution Co. Ltd. Vidyut Bhawan, Bailey Road, Patna- 1
3. The Electrical Superintending Engineer HT Cell, South Bihar Power Distribution Co. Ltd. Vidyut Bhawan, Bailey Road, Patna-1
4. The Electrical Superintending Engineer, Electric Supply Circle, Biharsharif, Nalanda.
5. The Electrical Executive Engineer, Electric Supply Division, Biharsharif, Nalanda.
6. The Electrical Executive Engineer, Com and Rev. Electric Supply Circle, Biharsharfi, Nalanda.
7. The Assistant Electrical Engineer Rev, Electric Supply Division, Biharsharif, Nalanda.

... .. Petitioner/s

Versus

1. The State Of Bihar through Energy Secretary, Department of Energy, Bihar at Patna
2. Consumer Grievance Redressal Forum, Vidyug Bhawan- II, Patna.
3. M/s Bhagwati Cold Storage Pvt. Ltd, through its Director, Gautam Kumar, son of not known to the petitioner, at present resident of Village- Mahalpar, P.S. Biharsharif, District- Nalanda.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Vivek Prasad Prakash Kumar, Advocates
For the Respondent No. 1:		Mr. Abbash Haider -SC 6
For the Respondent No. 3:		Mr. Mani Bhushan Kumar, Advocate

CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY

ORAL JUDGMENT

Date : 28-08-2025

1. The petitioner has filed the instant application for the following reliefs:

*“For issuance of appropriate writ(s),
order(s) or direction to quash the order*



dated 05.05.2015 passed by the Learned Consumer Grievance Redressal Forum, Vidyut Bhawan-II, Patna (respondent no. 2) (hereinafter called CGRF, Patna) in registered case no. 07/2014 to the extent the petitioners are aggrieved whereby and whereunder the respondent no-2 without having its jurisdiction to pass any order with respect to clause 13 of the HT agreement has virtually usurped the jurisdiction of Chief Engineer (Com) (petitioner no. 2) and has quashed the balance AMG bill of Rs 78,421/- for which order was yet to be passed by the petitioner no. 2 and without appreciating the factual, technical and legal aspect of the matter has further directed the petitioners to release in favour of respondent no. 3 the amount of interest to the tune of Rs 50,535/- along with balance amount of security



of Rs 71,492/- within a fortnight of production/receipt of the impugned order in the following facts and circumstances."

2. The brief facts extracted from the petition are that the petitioner is a Power Distribution Company, operating as a licensee under the Electricity Act, 2003. Respondent No. 3, M/s Bhagwati Cold Storage, is a consumer under the HTS tariff category, holding Consumer No. 7DG-02259. Initially, the consumer had an LTIS connection, which was later converted to HTS upon deposit of an additional security amount of Rs.1,67,000/-. The HTS connection was effective from February 2000, with an agreement period extending up to February 2002.

3. It is submitted by the Learned counsel for the petitioner that due to outstanding dues of Rs.55,508/-, the petitioner's electric supply got disconnected subsequently the connection was closed. The consumer then claimed for the refund of the security deposit along with interest, invoking



Clause 7 of the HT agreement. The petitioner further asserts that an AMG bill amounting to Rs.1,57,421/- was raised for the financial year 1999-2000, of which Rs.79,000/- was paid, and the balance Rs.78,421/- was kept pending for adjudication before the General Manager-cum-Chief Engineer.

4. It is contended that upon premature closure of the connection, a sum of Rs.40,000/-, calculated @ Rs.20,000/- per month for two remaining months of the agreement period, became additionally due, making the total outstanding Rs.95,508/-. It is further contended that non-consideration of Clause 13 of the HT agreement, which governs remission of charges, led to the filing of Case No. 07/2014 before Respondent No. 2, the Consumer Grievance Redressal Forum (CGRF), Patna, under Section 42(5) of the Electricity Act, 2003.

5. It is further submitted that the petitioner appeared before the CGRF and filed all relevant documents, including correspondence



vide Letter No. 1770 dated 26.07.2014. However, the CGRF, vide order dated 05.05.2015, directed quashing of the balance AMG bill of Rs.78,421/- and further granted interest on the security deposit amounting to Rs.71,492/- from February 2002 to March 2015.

6. It is also contended that such directions were issued without jurisdiction, as the matter of remission under Clause 13 of the HT agreement falls exclusively within the domain of the Chief Engineer (Commercial). It is also submitted that the CGRF acted beyond its statutory mandate under the Electricity Act, 2003 and the Bihar Electricity Supply Code, 2007.

7. It is urged by the Learned counsel for the petitioner that the impugned order dated 05.05.2015 passed by the CGRF, Patna is arbitrary, without jurisdiction, and bad in law. Hence, prayed quash the orders of CGRF, Patna in the interest of justice.

7. A counter affidavit was filed by respondent No. 3. It is averred that the order



dated 05.05.2015 passed by the Consumer Grievance Redressal Forum (CGRF), South Bihar Power Distribution Company Ltd. (SBPDCL), is legal and valid in the eyes of law. It is contended that the present writ petition is not maintainable either on facts or in law and is liable to be dismissed.

8. The Learned counsel for respondent No. 3 submitted that under Section 42(5) of the Electricity Act, 2003, the CGRF has the jurisdiction to adjudicate disputes relating to electricity bills, meters, security money, and claims for remission under Clause 13 of the agreement. However, it is clarified that CGRF does not have jurisdiction over matters involving theft of electricity or imposition of penalties on employees of the licensee.

9. It is further submitted that the claim for remission under Clause 13 was pending before the Chief Engineer-cum-Divisional Manager, since 12.10.2001 and remained undecided for over 15 years. In view of such inaction, respondent No. 3 had no option, but to approach the CGRF, Patna, for redressal of grievances. It is also submitted that



the 3rd respondent is entitled for compensation, under Section 57 of the Electricity Act, 2003, for non-compliance with the Standards of Performance by the petitioners. As per the said provision, a licensee failing to maintain specified standards is liable to pay compensation, as determined by the Appropriate Commission. It is claimed that respondent No. 3 is entitled for compensation at the rate of Rs.100/- per day from 12.10.2001, amounting to approximately Rs.8,64,000/-.

10. The Learned counsel for the respondent No. 3 submitted that the petitioners have failed in discharging their statutory and executory duties, under the Act and have continuously harassed respondent No. 3 since 2001 by withholding legitimate dues. The actions of the petitioners are said to be arbitrary, malafide, and contrary to the provisions of the Electricity Act, 2003. Hence, the Writ petition is liable to be dismissed on this ground alone, affirming the order of the Consumer Grievance Redressal Forum.

11. Heard Learned counsel for the



petitioner as well as the respondents and perused the record.

12. Upon hearing the rival contentions of the parties and on perusal of the record, the facts emerged that respondent No. 3 was granted HT connection in the year 2000 after depositing an additional security of Rs.1,67,000/-. Due to alleged outstanding dues of Rs.55,508/-, the connection got disconnected and later was closed. The petitioner thereafter raised an AMG bill of Rs.1,57,421/-, of which Rs.79,000/- was paid by respondent No. 3, and the remaining amount was kept pending for adjudication by the Chief Engineer. The petitioner also claimed an additional Rs.40,000/- due to premature closure of the agreement. Aggrieved by the inaction in processing his request for remission and refund of security deposit with interest, respondent No. 3 approached the CGRF, Patna, under Section 42(5) of the Electricity Act, 2003. The CGRF, after hearing both parties and considering the submissions and documents, passed a detailed and



reasoned order dated 05.05.2015, quashing the balance AMG bill of Rs.78,421/- and directed the petitioner for refund of interest amounting to Rs.71,492/-.

13. This Court finds that the CGRF has carefully examined the issues, applied its jurisdiction appropriately under Section 42(5) of the Electricity Act, and addressed the grievances of respondent No. 3 based on the factual and legal matrix. The contentions of the petitioners regarding lack of jurisdiction do not appear to be tenable in light of the nature of dispute raised and the prolonged inaction by the designated authority.

14. In view of the above discussion and findings, this Court is of the considered opinion that the impugned order dated 05.05.2015 passed by the Consumer Grievance Redressal Forum, Patna, does not suffer from any legal infirmity or jurisdictional error.

15. Accordingly, the Writ petition is dismissed as devoid of merits.

16. Interlocutory Application(s), if any,



shall stand disposed of.

(G. Anupama Chakravarthy, J)

Spd/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	08.09.2025
Transmission Date	

