



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR

CRIMINAL WRIT PETITION NO. 335/2022

Swati wd/o. Anup Jirapure and Ors.

Vs.

General Manager, Maharashtra State Electricity Distribution Co. Ltd. and Ors.

Office Notes, Office Memoranda of Coram,
appearances, Court's orders of directions
and Registrar's orders

Court's or Judge's orders

Mr. S. C. Sirsat, Advocate for Petitioner.

Mr. A. D. Mohgaonkar, Advocate for Respondent Nos. 3.

CORAM : NITIN W. SAMBRE AND VRUSHALI V. JOSHI, JJ.

DATED : 11/02/2025.

Heard.

2. The petitioners are the legal heirs of the deceased Anup Jirapure, who was the consumer of the respondents vide Consumer No.322820705685.

3. The said energy connection availed by the deceased Anup was a three phase agriculture connection and the respondents were supplier of the energy for the same.

4. It appears that Anup died of electrocution on June 7, 2021, as he came in contact with the live wires, which were charged because of faulty working of the earthing.

5. In this background, the petitioners, who are legal heirs of the deceased Anup, are seeking compensation of Rs.15,00,000/- (Rs. Fifteen Lakhs Only).

6. The learned Counsel for the petitioners so as to substantiate his contention has stated that the three phase agriculture connection provided by the respondents -supplier is not a fact in dispute as could be inferred from the energy bill raised by the respondents. According to him, deceased Anup was holding 0.83 Hectares land which was having

irrigation facility. The said claim is substantiated through 7/12 extract which is placed on record. According to him, the deceased Anup died an unnatural death because of electrocution as can be inferred from the report submitted under Section 174 of the Code of Criminal Procedure by the police authorities and the other documents which are received from the Investigating Agencies viz. the Postmortem report etc. The postmortem report according to him, certifies the cause of death as electrocution. In this background, it is urged that it is the responsibility of the respondents to maintain the earthing which they have failed too and as such the deceased Anup has died of electrocution resulting into not only loss of life but also the loss of dependency. It is claimed that Anup was drawing appropriate income from not only agricultural operations but also from the dairy business that he was carrying and as such claimed for payment of award of Rs.15,00,000/- (Rs. Fifteen Lakhs Only).

7. In support of the aforesaid contentions, the learned Counsel for the petitioners has drawn support from the Division Bench judgment of this Court in the matter of *Parigabai w/o. Ashok Kakde and Ors. Vs The State of Maharashtra & Ors.* reported in **2021 ALL MR (Cri) 401**. According to him, once it is an admitted fact that the deceased Anup has died of electrocution, the responsibilities rather the burden shifts on the respondents to demonstrate that the respondents were not at fault and as such, they are not liable to pay the compensation as claimed. He would further claim that till this date, no compensation is paid by the respondents in the case in hand.

8. As against above, the learned Counsel for the respondents would strenuously urge that the deceased Anup died of malfunctioning of the system which was within the control and maintenance of the consumer i.e. deceased Anup. It is claimed that so as to verify whether the electric supply is available from the fuse box, extra line was drawn, which was connected to bulb. The neutral of the said line is connected to earthing. As the earthing wire was rusted, same has resulted into the failure of earthing which has resulted into the neutral getting charged.

9. It is further brought to our notice by the learned Counsel for the respondents from the report submitted by the Electrical Inspector on July 5, 2021 that, Anup died of electrocution because of his own fault and as such the respondents cannot be saddled with the liability of payment of compensation.

10. So as to substantiate the aforesaid contentions that the entire gadgets were to be maintained by the consumer, reliance is placed by the learned Counsel for the respondents on the provisions of the Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Standards Of Performance for Distribution Licensees, including Power Quality) Regulations, 2021. The learned Counsel has drawn support from the definition as regards point of supply, wiring of consumer's premises and in addition Clause 14, 15, Sub-Clause (2) of Clause 18 and Sub-Clause 8 of Clause 32 of the Notification dated June 8, 2023 issued by the Central Electricity Authority. According to the learned Counsel for the respondents, the aforesaid Regulation of 2023 issued by the Central Government

support its case viz. responsibility of the consumer to maintain the earthing in a proper manner and to prevent the consumers from drawing unauthorized electricity by obtaining connection from the fuse box. That being so, the dismissal of the petition is prayed.

11. We have considered the rival submissions.

12. The admitted facts from the record appears to be that the deceased Anup has inherited from his grandfather agricultural land bearing Gut No.72/1 at Mouza Kherda (Karanja), Taluka Karanja, District Washim and was cultivating 0.83 irrigated land. The nature of crops which are cultivated by Anup are already reflected in the said 7/12 extract. The 7/12 extract also speaks of the availability of the irrigation facility. It also has an electrical connection provided in the name of Pralhadsa Pandusa Jirapure which was used by the deceased Anup, is also an admitted fact on record as the 7/12 extract in categorical term speaks of the deceased Anup being legal heir of Pralhadsa i.e. grandson.

13. The report of the Electrical Inspector, which is required to be mandatorily called in case of an electrical accident in categorical terms admits the fact that Anup died of electrocution. The said report specifically mentions that Anup got in touch with the live wire viz. the neutral which has led to his death. The cause of the death as certified in the postmortem report and also in the police record speaks of the death due to electric shock.

14. If we carefully perused the report of the Electrical Inspector, which is produced by the respondents along with their affidavit, the said report dated July 5, 2021 in categorical term speaks of the earthing being connected to

neutral and since the earthing was rusted, the same has resulted into charging the neutral, which led to the accident in question.

15. If we peruse the aforesaid two Regulations which are relied on by the learned Counsel for the respondents, Clause 18 of the Central Regulations in categorical term speaks as under :

“18. Earthed terminal on consumer’s premises. -

(1) The supplier shall provide and maintain on the consumer’s premises for the consumer’s use, a suitable earthed terminal in an accessible position at or near the point of commencement of supply as per relevant standards :

Provided that in the case of installation of voltage exceeding 250 V the consumer shall, in addition to the aforementioned earthing arrangement, provide his own earthing system with an independent electrode and the same shall be interlinked with the earthed terminal mentioned in sub-regulation (1) through a suitable link.

(2) The consumer shall take all reasonable precautions to prevent mechanical damage to the earthed terminal and its lead belonging to the supplier.”

The earthed terminal on consumer premises are required to be provided by the respondents and the maintenance of the same is also the responsibility of the respondents (energy supplier). In such an eventuality, had it been a case that the earthing would have been properly maintained by the respondents, in discharge of the statutory duty conferred on them pursuant to Clause 18 referred above, the accident could have been avoided. Merely because Anup has drawn a connection for a bulb so as to ensure whether the supply is

continued or not, that by itself will not act contrary to or can be held to be conducted in violation of Clause 18 referred above.

16. In this background, it has to be confirmed particularly in the light of the mandate provided under Clause 18 (*supra*) and the report of the Electrical Inspector referred above that the cause of the accident is only because of the failure of the respondents in maintaining the earthing free of rust, which has led to the neutral getting charged and deceased Anup coming in contact with such live wires. As such, in our opinion, the stand taken by the respondents that it is the responsibility of the consumers to maintain the earthing, cannot be accepted and as such the same is liable to be rejected.

17. Once it is held that the cause of the accident is only because of the failure of the respondents, it is tortious liability of the State to pay the compensation. The liability cast on the State is 'Strict liability'. It is a case of strict liability due to the negligence of the respondents. The Apex Court in the matter of *M.P. Electricity Board v. Shail Kumari*, reported in *(2002) 2 SCC 162* has discussed the application of the aforesaid principle in case of death due to electrocution, paragraph nos. 8, 9, and 11 are worth referring to:

“8. Even assuming that all such measures have been adopted, a person undertaking an activity involving hazardous or risky exposure to human life, is liable under law of torts to compensate for the injury suffered by any other person, irrespective of any negligence or carelessness on the part of the managers of such undertakings. The basis of such liability is the

foreseeable risk inherent in the very nature of such activity. The liability cast on such person is known, in law, as "strict liability". It differs from the liability which arises on account of the negligence or fault in this way i.e. concept of negligence comprehends that the foreseeable harm could be avoided by taking reasonable precautions. If the defendant did all that which could be done for avoiding the harm he cannot be held liable when the action is based on any negligence attributed. But such consideration is not relevant in cases of strict liability where the defendant is held liable irrespective of whether he could have avoided the particular harm by taking precautions.

9. The doctrine of strict liability has its origin in English common law when it was propounded in the celebrated case of Rylands v. Fletcher. Blackburn J the author of the said rule has observed thus in the said decision:

"The true rule of law is that the person who, for his own purposes, brings on his land and collects and keeps there anything likely to do mischief if it escapes, must keep it at his peril, and if he does not do so, he is prima facie answerable for all the damage which is the natural consequence of its escape."

11. The rule of strict liability has been approved and followed in many subsequent decisions in England. A recent decision in recognition of the said doctrine is rendered by the House of Lords in Cambridge Water Co. Ltd. v. Eastern Counties Leather plc. The said principle gained approval in India, and decisions of the High Courts are legion to that effect. A Constitution Bench of this Court in Charan Lal Sahu v. Union of India and a Division bench in Gujarat SRTC v. Ramanbhai Prabhatbhai had followed with approval the principles in Ryland v. Fletcher. By referring the above two decisions a two-judge Bench of this Court has reiterated the same principles in Kaushnuma Begum v. New India Assurance Co. Ltd."

The Apex Court has further held in the aforesaid judgment that the seven exceptions formulated to the doctrine of strict liability are not available to the electricity board on account of death by electrocution due to negligence.

18. No doubt, the respondents have a policy as reflected in the Administrative Circular No.533 dated 09.03.2016 which was preceded with other Circulars being Nos.192 and 332 dated 20.11.2008 and 22.03.2011 respectively for providing financial aid towards fatal accidents to human beings other than M.S.E.D.C.L. employees. The financial aid as per the aforesaid circulars is capped at Rs.4,00,000/-. However having regard to the fact that the family of deceased Anup including his two minor kids were made to suffer because of the failure of the respondents to timely extend the financial aid under the aforesaid Circulars, in our opinion the compensation over and above Rs.4,00,000/- needs to be awarded.

19. The amount of compensation is awarded on the basis of holding of the deceased Anup which is more than two acres and it is established from the record that the land was having perennial irrigation facility. Apart from above, the petitioners, who are legal heirs of the deceased Anup, viz. his wife aged about 32 years, two daughters Tirtha and Jivika, aged 3 and 6 years respectively were completely dependent on him.

20. The daughters will be now required to be maintained by wife-Swati as the supporting hand deceased Anup has lost his life about four years back. In our opinion, it was the primary responsibility of the respondents to assess their conduct in the backdrop of mandate provided as per Clause 18 and should have reached to a conclusion of payment of compensation to the legal heir viz. the petitioners herein.

21. We are sensitive to the fact that the daughters are minor viz. 3 and 6 years respectively. The petitioner No.1 mother will be required to incur the expenses of bringing up daughters, education expenses, apart from the marriage expenses so also her own maintenance. We are further sensitive to the fact that in computing the compensation, the guiding principles of multiplier method is applicable as in cases of motor vehicle accidents. However, the multiplier method is not applicable in the present case. We are fortified in this view by the Apex Court decision in the matter of ***Raman Versus Uttar Haryana Bijli Vitran Nigam Limited and others*** reported in (2014) 15 SCC 1 wherein it is held that the multiplier method should not be applied having regard to the statutory negligence on the part of the respondents. As such, we are of the view that the amount of compensation of Rs.11,00,000/- (Rs. Eleven Lakhs Only) is just and proper.

22. We direct the respondents to deposit an amount of Rs.11,00,000/- (Rs. Eleven Lakhs Only) with simple interest of 6% in the Court of the Civil Judge Senior Division, Mangarulpur within a period of eight weeks from today.

23. The said Officer/Court upon verifying the identity of the petitioners shall ensure the disbursement of the amount as per the mandate provided by the Hon'ble Apex Court and also as per the provisions of the Motor Vehicles Act, 1988 as the part of the amount has to be kept in the fixed deposit in the name of the respondent Nos.2 and 3.

24. The writ petition is allowed in the aforesaid terms and disposed of. In the facts of the case there shall be no order as to costs.

(VRUSHALI V. JOSHI, J.)

(NITIN W. SAMBRE, J.)

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