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W.P.No.9095 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 14.03.2025

CORAM :

THE HON'BLE MR.JUSTICE D.BHARATHA CHAKRAVARTHY

W.P.No.9095 of 2025
and W.M.P.No.10205 of 2025

N.Manokaran

.. **Petitioner**

Vs.

1.The Executive Engineer
TANGEDCO Ltd.,
Vellichandhai, Palacode Taluk
Dharmapuri District.

2.The Junior Engineer
Operation & Maintenance,
TANGEDCO Ltd.,
Vellichandhai, Palacode Taluk
Dharmapuri District.

.. **Respondents**

Prayer: Writ Petition filed under Article 226 of the Constitution of India seeking a Writ of Certiorarified Mandamus, calling for the records of the 2nd respondent made in Lr.No.J.E/OP/Ke/Palacode/Co.Audit/A.No.191/24-25 dated 23.01.2025 and quash the same, consequently forbear the respondents from



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disconnecting the petitioners service connection in S.C.No.092 001 801 and pass such other order.

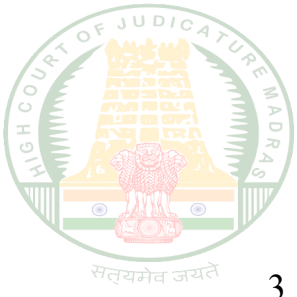
For the Petitioner : Mr.G.Jeremiah

For the Respondents : Mr.Swami Subramanian
Standing Counsel

ORDER

This Writ Petition is filed calling for the records on the file of the 2nd respondent made in Lr.No.J.E/OP/Ke/Palacode/Co.Audit/A.No.191/24-25 dated 23.01.2025 and to quash the same.

2. The grievance of the petitioner is that the petitioner earlier had a different electricity connection. In respect of the said connection, when a demand was raised, he challenged the same by filing a Writ Petition No.28976 of 2016. The Writ Petition was disposed of with liberty to the petitioner to file an appeal or to approach the consumer forum. However, the respondents did not raise any demand thereafter and, suddenly, with the impugned demand on 23.01.2025, they are demanding payment in respect of the other connections.

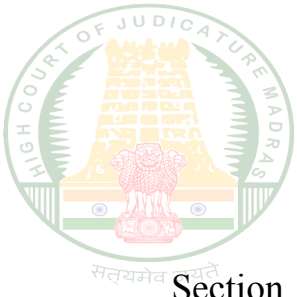


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3. The learned counsel submits that unless the arrears are within a period of two years or continuously shown as arrears in the bill, the respondent will have no jurisdiction whatsoever to claim the said demand, in accordance with Section 56(2) of the Electricity Act, 2003. The learned counsel would also rely upon the Judgment of this Court in W.P.No.27376 of 2009 in ***S.Krishnamoorthy Vs. TNEB*** whereby after considering the relevant decisions of the Hon'ble Supreme Court of India, this Court has held that the limitation under Section 56 (2) of the Electricity Act, 2003 has to be scrupulously complied with. In this case, the dues are of the year 2014 and they were not continuously shown in the present meter card. The learned counsel would also take this Court through the charges that are demanded in respect of the present connection, in which it was not continuously shown. Suddenly, the respondents are now demanding. The same is beyond its jurisdiction. Therefore, the petitioner seeks to quash the same.

4. *Per contra*, Mr.Swami Subramanian, the learned Standing Counsel taking notice on behalf of the respondents would submit that the entire scope of



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Section 56 of the Electricity Act, 2003 is with reference to disconnection in respect of the same connection. The same cannot be extended to the case like this. The learned counsel would rely upon the Clause 17(8) of the Tamil Nadu Electricity Supply Code whereunder, if the consumer has more than one service connection and if he defaults the payment of the dues in respect of one service connection, the same can also be demanded in respect of the other. Therefore, the respondents are enabled to demand the same in respect of the present connection. The charges were demanded within a period of two years. The petitioner as a matter of fact challenged the same by way of Writ Petition. The said Writ Petition was disposed of giving liberty to the petitioner either to file an appeal or to approach the consumer fora. The petitioner did neither and the demand became final. Therefore, once again he cannot re-agitate the matter.

5. I have considered the rival submissions made on either side and perused the material records of the case.

6. Section 56 of the Electricity Act is extracted hereunder:-



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“Section 56. (Disconnection of supply in default of payment): -

(1) Where any person neglects to pay any charge for electricity or any sum other than a charge for electricity due from him to a licensee or the generating company in respect of supply, transmission or distribution or wheeling of electricity to him, the licensee or the generating company may, after giving not less than fifteen clear days' notice in writing, to such person and without prejudice to his rights to recover such charge or other sum by suit, cut off the supply of electricity and for that purpose cut or disconnect any electric supply line or other works being the property of such licensee or the generating company through which electricity may have been supplied, transmitted, distributed or wheeled and may discontinue the supply until such charge or other sum, together with any expenses incurred by him in cutting off and reconnecting the supply, are paid, but no longer:

Provided that the supply of electricity shall not be cut off if such person deposits, under protest, -

(a) an amount equal to the sum claimed from him, or

(b) the electricity charges due from him for each month calculated on the basis of average charge for electricity paid by him during the preceding six months, whichever is less, pending disposal of any dispute between him and the licensee.

(2) Notwithstanding anything contained in any other law for the time being in force, no sum due from any consumer, under this section shall be recoverable after the period of two years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrear of charges for electricity supplied and the licensee shall not cut off the supply of the electricity.”

7. It can be thus seen that if any demand has to be raised, unless it is within two years or if it is continuously shown in the demand, it cannot be raised



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at a belated point of time. This Court had also held the same as mandatory in the order made in W.P.No.27396 of 2009. But in this case, it can be seen that the demand was made within a period of two years as early as in the year 2016 and the petitioner challenged the same by way of W.P.No.28976 of 2016, the paragraph No.4 of the said Judgment is extracted hereunder:-

“4.Under these circumstances, the petitioner is at liberty to approach the Appellate Authority or the Consumer Grievances Redressal Forum as the case may be for the purpose of effective adjudication and to resolve the issue in the manner known to law. In the event of the petitioner approaching the Consumer Grievances Redressal Forum, the Forum shall consider the period during which the writ petition was pending before this High Court for the purpose of condoning delay and decide the issue on merits and in accordance with law as expeditiously as possible.”

8. In view of the same, the petitioner ought to have filed an appeal or approach the consumer fora with reference to the said grievance. The petitioner did not do the same and therefore, the claim originally made has become final. In respect thereof, it is essential to extract Clause 17 (8) of the Tamil Nadu Electricity Supply Code, which reads as follows:-

“17.[(8) Where any consumer has more than one service connection, if he defaults in the payment of dues relating to any one of the service connections, the licensee may cause other service connections in the name of the consumer to be disconnected on issuing proper notice till all the arrears due for all the service connections are paid, notwithstanding the fact that



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the service connections are covered under separate agreements.]”

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9. In view thereof, the respondents are entitled to raise a demand in respect of the said connection. I am of the view that the point canvassed by the learned counsel for the petitioner with reference to the two year period and the continuous showing of the arrears, will not apply to the current facts situation. In the instant case, it belongs to another connection and the demand was raised within two years.

10. However, considering the difficulty pleaded by the petitioner, who is running a small-scale industry, the respondents had previously granted installments on an earlier occasion. Considering the same, I am of the view, now also the petitioner can be permitted to repay the amount due by installments.

11. In view of the above, this Writ Petition is allowed on the following terms:

(i) The prayer of the petitioner to quash the impugned order 23.01.2025 shall stand negatived. However, the demand for a sum of Rs.1,27,770/- shall be



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paid in twelve bi-monthly installments along with the consumption charges.

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When the petitioner pays the bi- monthly consumption charges, in addition, the installments shall also be paid. If the petitioner makes default, even in respect of a single instalment, the authorities will be entitled to proceed further;

(ii) The instalment will start with effect from the next bill;

(iii) No costs. Consequently, the connected miscellaneous petition is closed.

14.03.2025

Neutral Citation : No

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To

1.The Executive Engineer
TANGEDCO Ltd.,
Vellichandhai, Palacode Taluk
Dharmapuri District.

2.The Junior Engineer
Operation & Maintenance,
TANGEDCO Ltd.,
Vellichandhai, Palacode Taluk
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D.BHARATHA CHAKRAVARTHY, J.,

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