



W.P.No. 11326 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

WEB COPY

DATED: 27.03.2025

CORAM:

THE HONOURABLE MR. JUSTICE **D.BHARATHA CHAKRAVARTHY**

W.P.No.11326 of 2025

and

W.M.P.No. 12764 of 2025

JAI HIND WIRE ROD MILL LIMITED,
NO. 12/1-A, NATTAMANGALAM ROAD,
AMANI KONDALAMPATTY,
SALEM DISTRICT,
REP. BY ITS MANAGER P. MURUGARAJ.

... Petitioner

Vs

1. TAMIL NADU POWER DISTRIBUTION
CORPORATION LIMITED (TNPDC),
10TH FLOOR, 144 ANNA SALAI,
CHENNAI – 600 002.
REPRESENTED BY ITS CHAIRMAN AND MANAGING DIRECTOR.

2. THE SUPERINTENDING ENGINEER,
TNPDC, SALEM ELECTRICITY DISTRIBUTION CIRCLE,
SALEM.

... Respondents

Prayer: Writ Petition filed under Article 226 of Constitution of India for the issuance of Writ of Mandamus, directing the second respondent to permit the petitioner to pay the arrears of Rs.1,87,55,129/- as per Regulation 22, 6(ii) of the Tamil Nadu Electricity Supply Code, 2004 along with restoration charges and other charges and restore supply on payment of the first installment.



WEB COPY



W.P.No. 11326 of 2025

For Petitioner : Mr.S.P.Parthasarathy
For R1 & R2 : Mr.I.Syed Sebghathulla

ORDER

This writ petition is filed for a mandamus directing the second respondent to permit the petitioner to pay the arrears of Rs. 1,87,55,129/- as per Regulation 22, 6(ii) of the Tamil Nadu Electricity Supply Code, 2004.

2. Upon hearing the learned counsel appearing for the petitioner and the learned counsel appearing for the respondent and perusing the affidavit filed in support of the writ petition and the other material records of the case, it can be seen that the petitioner was running an industry and had High Tension in HTSC No. 137. The petitioner failed to pay the current consumption charges due for the CC Bills 02/2024, 09/2024, and 10/2024, etc. Since the total amount due, being a sum of Rs.1,87,55,129/-, was not paid, the supply was disconnected on 18.10.2024. When the petitioner made a representation, the same was replied to on 26.02.2024, directing the petitioner to pay the aforesaid amount for considering his request. In reply thereof, the petitioner again made a representation on 27.02.2025 seeking 15 equal installments for



W.P.No. 11326 of 2025

the payment of the same. The said request was denied by the order dated

WEB COPY

10.03.2025, stating that only when the entire arrears are cleared, the supply can be restored. It is under these circumstances, the petitioner makes one more representation and is now approaching the Court.

3. As rightly pointed out by the learned counsel appearing for the respondents, ideally, the petitioner ought to have challenged the order dated 10.03.2025, which refuses the installments requested by the petitioner. Be that as it may, the amendment of the prayer being procedural in nature, this Court proceeded to consider the case of the parties.

4. According to the learned counsel appearing on behalf of the respondents, the prayer made in the representation with reference to Clause 22 of the Tamil Nadu Electricity Supply Code would arise only after the period of six months when the account is closed. Therefore, the petitioner has to wait until 18.04.2025 for the six month period to get over and only after the supply is closed, the installment as prayed for by the petitioner under Clause 22(4) and 6(ii) of the Tamil Nadu Electricity Supply Code can be given.

5. Per contra, even though the prayer reads as if it is made under



W.P.No. 11326 of 2025

WEB COPY

Regulation 22, the learned counsel for the petitioner, by taking this Court through Clause 17 of the Tamil Nadu Electricity Supply Code, more specifically on Clause 17(5) and 17(9)(b), submits that when the three month period is already over, as per clause 17(9)(b), the authorized officer also has the discretion to permit the petitioner to pay the outstanding dues and avail the service on payment of 40% of the total arrears outstanding, including the BPSC, in addition to the charges for reconnection of the service connection. The balance 60% shall be collected in 10 monthly installments. While the said order dated 10.03.2025 placed reliance on Regulation 17(9)(a), it failed to consider 17(9)(b).

6. The regulation 17(5) is extracted hereunder:

“17(5) If a service connection remains disconnected for a period of three months due to -

(i) Non payment of dues to the Licensee, or,

(ii) due to any statutory direction issued for disconnection by any Government Authoirty in exercise of the orders of any Legal Forum or the direction issued by the Pollution Contral Board which falls under regulation 21(2) of this Code or due to Orders of any Court of law or any legal forum having competent jurisdiction, the Licensee shall issue a notice requiring the consumer to get the supply restores, by clearing the outstanding dues and duly obtainting the necessary clearance from the appropriate authorities who have ordered the disconnection, as the case may be, within three months from the date of receipt of such a notice duly intimating that failure to avail supply within that period would result in termination of the agreement, and after the expiry of notice period of three



WEB COPY



W.P.No. 11326 of 2025

months, the agreement shall stand terminated provided that no disputed amount due to any other Court cases remains unpaid. However, the monthly minimum charges shall be levied for the maximum of six months.”

7. The regulation 17(9)(a) and 17(9)(b) are extracted hereunder for ready reference:-

“9(a) In case of service connections in a premises, which have been disconnected/dismantled for defaults in payment of dues whatsoever and if such service connections are to be reconnected or new service connections are to be obtained by other persons in such premises either by purchase or transfer or lease basis, the Distribution Licensee shall reconnect such service connections or effect new service connections, as the case may be, in such premises only after payment of dues attributed to such premises by the applicant.

9(b) The authorised officer of the licensee may permit such applicant to pay the outstanding dues in instalments and to avail the service on payment of 40% of the total arrears outstanding including BPSC in addition to the charges for reconnection of such service connections or effecting new service connections. The balance 60% of the outstanding dues shall be collected in 10 monthly installments.”

8. A reading of regulation 17(5) read with 9(a) and 9(b), it can be seen that the reconnection can be made only when the petitioner pays the arrears. However, the authorized officer is also given the discretion to permit the applicant to pay the outstanding dues, being 40% of the total dues and the BPSC upfront, and the balance can be paid in 10 installments.



W.P.No. 11326 of 2025

WEB COPY

9. When it is contended on behalf of the respondent that they will undertake the same exercise as per Regulation 22 after the account is closed, it would only be in the best interest of the respondents TANGEDCO to resort to the exercise under 17(9)(b) as the 40% will be paid earlier than the expiry of the period and the balance can also be collected at the earlier point of time.

10. In view thereof, this writ petition is disposed of on the following terms:-

(i) The petitioner shall pay 40% of the outstanding amount and the BPSC charges that are demanded upfront. Upon payment of the same, the supply shall be restored and the balance amount shall be paid in 10 monthly installments;

(ii) Apart from the above amount, the petitioner shall continue to pay the current consumption charges. If there is any default in even a single installment, the respondent authorities will be entitled to disconnect the supply and proceed further in the manner known to law;



WEB COPY



W.P.No. 11326 of 2025

(iii) The parties shall act on the web copy of the order without waiting for the certified copy of the order. Consequently, connected miscellaneous petition is closed. No costs.

27.03.2025

Neutral Citation: Yes/No
nsl

To

1. TAMIL NADU POWER DISTRIBUTION
CORPORATION LIMITED (TNPDC),
10TH FLOOR, 144 ANNA SALAI,
CHENNAI – 600 002.
REPRESENTED BY ITS CHAIRMAN AND MANAGING DIRECTOR.
2. THE SUPERINTENDING ENGINEER,
TNPDC, SALEM ELECTRICITY DISTRIBUTION CIRCLE,
SALEM.



WEB COPY



W.P.No. 11326 of 2025

D.BHARATHA CHAKRAVARTHY, J.

nsI

W.P.No. 11326 of 2025

27.03.2025