IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: **02-09-2025**

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**THE HON'BLE MR JUSTICE R.SURESH KUMAR**

**AND**

**THE HON'BLE MR JUSTICE HEMANT CHANDANGOUDAR**

**W.A.Nos. 2668 of 2025 and 2671 of 2025**

**AND**

**CMP.Nos. 21455 & 21460 of 2025**

1. The Tamil Nadu Generation and Distribution Corporation Ltd (TANGEDCO) Rep. by its Chairman & Managing Director,
10th Floor, NO. 144, Anna salai,
Chennai-600002.

2.The Chief Financial Controller- Revenue
TANGEDCO, 7th Flor, 144, Anna Salai,
Chennai-600 002.

3.The Superintending Engineer, TANGEDCO
Krishnagiri Electricity Distribution Circle,
Krishnagiri. ..Appellants in both Writ Appeals.

**Vs**

Delta Electronics India Private Limited
SEZ Unit, SF No. 16/1B2B (Part) & 16/1B2A (Part)
Plot No. 1, Industrial Park, Kurubarapally Village,
Krishnagiri-635115.
Rep by its Authorised Signatory. ..Respondent in both Writ Appeals

These Writ Appeal are filed under Clause 15 of Letter Patent to set aside the common order dated 09.01.2024 passed in W.P.Nos. 14989 & 14993 of 2020.

**For Appellants:** Mr. S.Madhusudanan
(in both Appeals)
**For Respondent :** Mr.Rahul Balaji
(in both Appeals)

**COMMON JUDGMENT**

(Made by ***HEMANT CHANDANGOUDAR, J.***)

Since these writ appeals are filed challenging the common order dated 09.01.2024 passed by the learned Single Judge in W.P.Nos.14989 and 14993 of 2020, they are heard together and are being disposed of by this common judgment.

2. These intra-court appeals assail the common order dated 09.01.2024 passed by the learned Single Judge, whereby the order issued by the third appellant herein demanding payment of full monthly minimum charges towards electricity consumption was set aside. The learned Single Judge directed the appellants to compute the monthly minimum charges payable by the writ

petitioners/respondents by applying the concessional rate and adjust the same against the consumption charges due to the Board.

3. The facts leading to the filing of the writ petitions, briefly stated, are as follows:

3.1 The writ petitioners/respondents, being intending High Tension (HT) electricity consumers, had submitted applications for sanction of HT connections. Pursuant to the said applications, the appellant Board completed the necessary works for providing such connections. However, owing to the onset of the Covid-19 pandemic and the consequential lockdowns and restrictions, the writ petitioners were unable to complete the required plan works in their establishments in order to avail supply of electricity in full measure.

3.2. During the said period, the appellant Board extended a concession to existing consumers, permitting them to pay only 20% of the monthly minimum charges in view of the disruption caused by the pandemic. The applications submitted by the writ petitioners requesting extension of the said concession to their cases were, however, rejected by the appellants, compelling the writ petitioners to approach this Court in the above writ petitions.

3.3 Mr. S.Madhusudanan, learned counsel appearing for the appellant Board contended that the concession of payment of only 20% of the monthly minimum charges was extended exclusively to existing consumers who were already drawing supply of electricity, and not to intending consumers who had not commenced consumption. It was therefore argued that the learned Single Judge committed an error in law in extending the benefit of the said concession to the writ petitioners, who cannot claim parity with existing consumers.

3.4. Mr.Rahul Balaji, learned Counsel for the writ petitioners/ respondents justified the order passed by the learned single judge.

4. We have heard the submissions of the learned counsel on either side and perused the records carefully.

5. Admittedly, the writ petitioners were sanctioned HT electricity connections and the appellant Board had also completed its part of the work for providing such connections. The balance work was required to be completed by the writ petitioners in their premises. On account of the lockdowns imposed during the Covid-19 pandemic, the writ petitioners were unable to complete the plan work in entirety and were, consequently, prevented from making use of the supply of electricity. The restrictions imposed under the standard operating procedures issued by the Government during the pandemic constituted circumstances which were wholly beyond the control of the writ petitioners.

6. In such a situation, the writ petitioners cannot be denied the benefit of concession extended to similarly placed consumers merely on the ground that they were intending consumers and had not commenced actual consumption.

7. The learned Single Judge, while granting relief, relied upon the observations made by this Court in a batch of writ petitions in W.P.Nos.7678 of 2020 etc., decided on 14.08.2023, wherein it was held that:

i) ordinarily, a certification is required to establish that consumers were prevented from availing electricity supply due to circumstances beyond their control;

ii) however, in the context of the Covid-19 pandemic, insisting on such certification would be a futile and absurd formality since the disruption caused by the pandemic is a matter of public knowledge; and

iii) HT consumers were not seeking waiver of charges for electricity actually consumed, but were only disputing the levy of full monthly minimum charges despite being unable to consume supply owing to reasons beyond their control.

8. It was further observed that insistence on payment of maximum demand charges and compensation charges in such circumstances is contrary to the proviso to Regulation 6(b) of the Supply Code and hence illegal.

9. In the present case also, the inaction on the part of the writ petitioners in completing the project work was neither deliberate nor intentional, but was

solely attributable to the lockdowns imposed during the Covid-19 pandemic. Such circumstances fall squarely within the ambit of Regulation 6(b) of the Supply Code, which stipulates that in cases where the Licensee is prevented from supplying electricity owing to events such as cyclone, flood, storm, or other occurrences beyond its control, or if the Licensee is satisfied that the consumer has been prevented from consuming electricity either in whole or in part for similar reasons, the Licensee may recover from the consumer minimum charges at 20% of the billable demand or recorded demand, whichever is higher, besides charges for the electricity actually consumed.

10. Applying the said provision to the present case, the writ petitioners/respondents herein are entitled to the benefit of the reduced minimum charges.

11. In light of the foregoing discussion, this Court is of the considered opinion that the writ petitioners/respondents herein were prevented from consuming electricity for reasons wholly beyond their control and, therefore, the learned Single Judge rightly extended to them the benefit of paying only

20% of the monthly minimum charges during the relevant period. The impugned common order dated 09.01.2024 is well-reasoned and does not suffer from any legal infirmity warranting interference in these appeals.

12. In the result, these writ appeals fail and are accordingly dismissed. Consequently, connected miscellaneous petitions stand closed. There shall be no order as to costs.

**(R.S.K. J.,) (H.C. J.,)**

**02.09.2025**

Index : Yes / No
Internet : Yes/No
Neutral Citation : Yes / No
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**R. SURESH KUMAR, J.**

**and**

**HEMANT CHANDANGOUDAR, J.,**

*ak*

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