



**W.P(MD)No.9334 of 2024**

**BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT**

**DATED : 11.07.2025**

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**CORAM:**

**THE HONOURABLE MRS.JUSTICE S.SRIMATHY**

**W.P(MD)No.9334 of 2024**

P. Naveen Kumar

... Petitioner

Vs.

1. The Commissioner,  
Theni - Alinagaram Corporation,  
Theni - 625 531.

2. The Assistant Electrical Engineer,  
Tamilnadu Electricity Generation and  
Distribution Corporation,  
Theni.

...Respondents

**PRAYER** : Writ Petition filed under Article 226 of the Constitution of India praying for issuance of a Writ of Mandamus, to consider the representation of the petitioner, dated 26.03.2024 and to direct the 1st respondent to provide electricity connection without insisting the arrears of the previous lessee.

|                |                             |
|----------------|-----------------------------|
| For Petitioner | : Mr.K.Muthu Ganesa Pandian |
| For R1         | : Mr.G.Kaleeshwaran         |
| For R2         | : Mr.S.Deenadayalan         |

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**ORDER**

The present Writ Petition has been filed for the issuance of a Writ of Mandamus, to consider the representation of the petitioner, dated 26.03.2024 and to direct the 1st respondent to provide electricity connection without insisting the arrears of the previous lessee.



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2.The petitioner is the present lessee to the Shop No.35 admeasuring approximately 100 square feet. The first respondent has given the shop for lease to the previous lessee who defaulted in paying rent. Therefore, there is an arrear of rent to the tune of Rs.86,304/-. The first respondent has submitted a calculation sheet to this effect. The previous lessee further defaulted in paying the electricity charges also. Therefore, the second respondent has disconnected the electricity connection and subsequently, dismantled the service connection. The second respondent has submitted a calculation sheet stating that there is an arrear in paying the current consumption charges to the tune of Rs.17,660/-. After calculating the interest, the total amount for electricity charges comes to Rs. 27,036/-.

3.The learned Counsel appearing for the petitioner submitted that the first respondent is offering to extend the lease for a period of three years, if the arrear amounts are paid by the petitioner. The learned Counsel appearing for the petitioner further submitted that since the shop is only a smaller extent, the petitioner expressed difficulty in paying the amount. The plea cannot be accepted, since the local body cannot be allowed to incur loss. Therefore, the petitioner is directed to pay the arrears of Rs.86,304/- to the first respondent.

4.The petitioner cannot take the lease of the said place without



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paying the arrears especially, without paying the current consumption charges to the second respondent because the TANGEDCO Rules prescribes if any person is seeking new electricity connection, the old electricity connection arrears amount has to be paid by the person who is seeking the electricity connection. Therefore, this Court cannot entertain the petitioner's plea to grant electricity connection without paying arrears.

5.As far as the current consumption charges is concerned, the second respondent is demanding Rs.27,036/-, which is along with interest. If the matter is referred to Lok Adalat, the interest would be waived as per B.P. Proceedings. By taking such waiver into consideration, this Court is inclined to waive a portion of interest. Therefore, the petitioner shall pay Rs.17,660/- and interest to the tune of Rs.2,340/-. Totally, the petitioner is directed to pay Rs.20,000/- to the 2nd respondent. On such payments, the first respondent shall extend the lease for another three years, ie., until 2027.

6.With the above observations, this Writ Petition is allowed. No costs.

**11.07.2025**

NCC : Yes / No  
Index : Yes / No  
Internet : Yes  
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**S.SRIMATHY, J.**

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**ORDER MADE IN  
W.P(MD)No.9334 of 2024**

**DATED : 11.07.2025**