

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****257****RSA-1279-2023 (O&M)****Date of decision: 01.05.2025**

**Sub Divisional Officer 'OP' Sub Urban,
Sub Division No.2, Dakshin Haryana Bijli Vitran
Nigam Ltd. Jind, Haryana and another**

...Appellant(s)**Vs.**

**Bhagat Foods Cotton Mill through its
proprietor Sh. Suresh Singal**

...Respondent(s)**CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA**

Present:- Mr. Piyush Bansal, Advocate for the appellants.

NIDHI GUPTA, J.

The defendants are in second appeal against the concurrent judgments and decrees of the learned Courts below, whereby the suit filed by the plaintiff/respondent herein, for declaration that checking report dated 02.01.2015 and electricity bill payable upto 12.01.2015 of Rs. 8,66,779/- and the bill payable upto 13.03.2015 of Rs.16,10,606/- are all illegal, null and void; **and** for declaration that the disconnection of the electricity supply of the premises of the plaintiff on the basis of above said checking report is also null and void; **and** for mandatory injunction directing defendants to restore the electricity supply of the plaintiff, has been decreed by both the Courts below.

2. Learned counsel for the defendants submits that the impugned judgments deserve to be set aside as the learned Courts below have failed to appreciate that once it is admitted by the plaintiff in cross-



examination that the meter was checked on his application dated 29.12.2014 Ex.D1. Therefore, the finding that signatures on meter change order Ex.D2 is not of consumer/plaintiff is not sustainable as the meter was checked at the request of the plaintiff itself.

3. It is submitted that the finding of the courts below that once "meter change order" is not proved as plaintiff refused to admit his signature on Ex.D-2, then it can be presumed that no new meter was installed, is wrong; as it is based on surmises and conjectures. The installation report is duly exhibited as Ex.D2. It is argued that it is settled principle of law that documentary evidence has more weight than oral evidence.

4. Ld. Counsel further submits that the Ld. Courts below failed to appreciate the fact that strict compliance was made with respect of billing of consumers during the period meter remains defective/sticky/dead stop/burnt as per sale circular no. D-28/2013 Ex.D-3, which states that in the aforesaid conditions a bill of electricity be issued "on the basis of consumption recorded during the corresponding period of the previous year when the meter was functional and recording correctly". The said bills were issued by the appellant as per the said circular Ex.D-3 dated 19.06.2013. Therefore, the finding to this regard rejecting and non consideration of Ex. D-3 i.e. sale circular is wrong and liable to be set aside, as the method of issuance of bill in the circumstances like of the plaintiff has been duly mentioned in the sale circular itself.



5. Ld. Counsel lastly contends that the appellant has followed due process in checking the meter and installing the new meter. Once the old meter was found to be defective, it was changed as per the procedure mentioned in the sale circular and therefore the finding by the courts below that the due process of law was not followed by the appellants is wrong and liable to be set aside.

6. No other argument is raised by Ld. Counsel for the appellant.

7. I have heard learned counsel and perused the case file. I find no merit in the sub submissions advanced on behalf of the appellant.

8. Brief facts of the case are that an electric meter no. LS-61 was installed in the premises of the plaintiff. It was the case of the plaintiff that he pays his electricity bills regularly. It was pleaded that the Defendants had prepared an illegal checking report dt. 02.01.2015 which is liable to be set aside as the checking was not conducted in the presence of the plaintiff and meter was removed illegally. After removing the electricity meter, defendants did not install a new meter. Defendants also did not pack the removed meter in cardboard box with signatures of plaintiff, and also same was not removed in the presence of Executive Engineer, Operation Division D.H.B.V.N. Jind. On the contrary, the Defendants issued bill dt. 12.1.2015 of Rs. 8,66,779/-; and the subsequent bill payable upto 13.03.2015 of Rs.16,10,606/-. Hence, the plaintiff filed the present suit.

9. Vide judgment and decree dated 05.05.2017, the Id. Trial Court decreed the suit of the plaintiff. The appeal of the defendant was dismissed by the learned lower Appellate Court vide judgement and



decree dated 8.12.2022. Upon perusal of the file and record, I find no ground is made out to interfere in the impugned judgments and decrees of the courts below for the reasons recorded here in below.

10. The plaintiff has admitted in his cross examination that he had moved an application dated 29.12.2014 Ex.D1 with the defendant-department complaining about his faulty meter. He further admitted that on 02.01.2015 the meter was removed from his premises, however, illegally and in his absence. On the other hand, the Defendant department is relying on this 'meter change order' dated 2.1.2015 Ex.D2 stating that faulty meter was removed from the premises of the plaintiff and new meter was installed on 02.01.2015. However, reliance upon the said order is misplaced as admittedly, the plaintiff did not identify his signature on Ex.D2. There is express denial on part of plaintiff regarding his signature on this document and he has totally denied that meter was removed in his presence and also new meter has been installed in his premises. The stand of the plaintiff is proven from the fact that the spot where signatures of consumer/plaintiff are present does not have signature of Suresh Singla, proprietor of plaintiff proprietorship. The comparison of signature of Suresh Singla available on plaint, affidavit filed by him, on Ex.D1, with signature of consumer on Ex.D2 makes it clear that they are not of same person. Moreover, Plaintiff in cross examination has denied his signature on Ex.D2. Thus, if Ex.D2 is not proved, then it is clear that no new meter can be presumed to have been installed. Therefore, the defendants have



failed to follow due procedure; and, electricity charges cannot be claimed on basis of faulty proceedings.

11. Furthermore, the Defendants have also not placed on record the memo dated 06.06.2014 which was allegedly issued to plaintiff asking him to deposit the consumption security amount. Thus, the Basis of the bills Ex.P1 to Ex.P3 issued to plaintiff by defendants, has not even been produced on record, let alone proved as per law.

12. Lastly, it has been contended by the defendants that the impugned bills have been issued in terms of the Sale Circular dated 19.06.2013 Ex.D3. However, defendants have not proved on record consumption of electricity by plaintiff during the same period of previous year when meter of plaintiff was functional or was working properly.

13. In view of the discussion above, no ground is made out to interfere in the impugned judgments and decrees of the learned Courts below. The present regular second appeal is hereby **dismissed**.

14. Pending applications, if any, stand disposed of.

01.05.2025

Divyanshi

(NIDHI GUPTA)
JUDGE

Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No