



CWP-24895-2023 (O&M)

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**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

(252)

**CWP-24895-2023 (O&M)
Date of Decision : 04.02.2025**

Manjeet Kaur

...Petitioner

Versus

PSPCL and others

...Respondents

CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI

Present: Mr. Gaurav Goel, Advocate
for the petitioner
(through video-conferencing).

Ms. Avin Kaur Sandhu, Advocate
for respondents No.1 and 2.

None for respondent No.3.

KULDEEP TIWARI, J.(ORAL)

1. Through the instant writ petition, a prayer is made for issuance of a writ in the nature of certiorari, seeking quashing of order dated 21.09.2023 (Annexure P-4), passed by the respondent No.3, in Appeal No.22 of 2023, as well as order dated 13.07.2023 (Annexure P-2), passed by the Corporate Consumers Grievances Redressal Forum (CCGRF), Ludhiana, whereby, it was ordered that an amount of Rs.17,09,942/-, charged to the petitioner for 190856 units, which was later on charges as sundry charges in the bill dated 28.03.2023 (Annexure P-1), being illegal and unjustified.

2. Succinctly, the petitioner is having a DS connection, bearing A/c No.U41ZD410088M, with sanctioned load of 14.00 KW under DS Suburban Division, PSPCL, Ludhiana. The petitioner got the load extended from 2.69 KW to 7.00 KW in January, 2017, and again it got extended from



7.00 KW to 14.000 KW in April, 2017. The petitioner applied for installation of Solar System (SPV), and the same was installed at her premises in May, 2017, but the master file of the connection was not sent to the concerned office by the Sub Division, due to which the billing of the connection of the petitioner could not start post installation of the Solar Meter. On dated 27.10.2022, the site was checked by AE/Op. (operations), and it was found that the billing of the connection was not being done from the date of its installation of SPV plant. Thereafter, the petitioner was issued new A/c No.SJO No.128/45285 on dated 27.10.2022, and his account was billed for 190856 units due to non-billing and an amount of Rs.17,09,942/- was charged and a notice in this regard was issued on dated 18.11.2022. Later on, this amount was charged as sundry charges in the bill dated 28.03.2023. The petitioner was not agreed to the act and conduct of the distribution licensee, so as to demand the bill charges as sundry charges for the period of past five years. Therefore, he filed the petition before the CCGRF, Ludhiana. However, he remained unsuccessful, as his case was closed and order dated 13.07.2023 was passed, wherein, the following direction was passed :-

“i. Amount of Rs. 1709942/- charged to petitioner for 190856 units vide notice no. 1282 dated 18.11.2022, which was later charged as sundry charges in bill dated 28.03.2023, is correct and recoverable, however due credit of units exported to PSPCL as per reading of 4953.80Kwh recorded in export register of the meter as depicted in the DDL, be ensured.

ii. CE/DS, Central Zone, Ludhiana, is directed to investigate the matter of non-billing for a long period of about five years and action be initiated against the delinquent officer(s)/official(s) for recurring revenue loss to the PSPCL for such a long period.



iii. As required under Regulation 2.33 of the Punjab State Electricity Regulatory Commission (Forum & Ombudsman) (2nd Amendment) Regulations, 2021 the compliance of this decision shall be made within 21 days from the date of receipt of this order.

iv. If the Petitioner is not satisfied with the decision of Corporate CGRF, he is at liberty to file a representation before the Ombudsman appointed /designated by the Punjab State Electricity Regulatory Commission within 30 days from the date of receipt of the order of the Forum, as required under Regulation 2.39 read with Regulation 2.37 of the Punjab State Electricity Regulatory Commission (Forum & Ombudsman) (2nd Amendment) Regulations, 2021.”

3. Now the instant petition has been filled challenging the order dated 13.07.2023.

4. Learned counsel for the petitioner while drawing the attention of this Court, towards the provisions of Section 56(2) of the Electricity Act, 2003, submits that the distributor licensee cannot recover the amount beyond two years, and there is absolutely a bar in view of the above clause, which starts with *non est obstante* clause. No further argument has been raised before this Court.

5. On the other hand, learned counsel for the respondent-distributor licensee submits that the issue involved in the instant writ petition, is no more *res integra*, as this issue has already been decided by the Hon'ble Supreme Court in Civil Appeal No.7235 of 2009, titled '*M/s Prem Cottex vs. Uttar Haryana Bijli Vitran Nigam Ltd. and others*' decided on 05.10.2021.

6. For better understanding of the issue, let us examine the provisions of Section 56(2) of the Electricity Act, 2003, which is extracted



“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. The perusal of the above provisions makes it crystal clear that no sum due from any consumer 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 arrears of charges for electricity supplied. It also imposes restrictions that the licensee shall not cut off the supply of the electricity.

8. From where the limitation starts, this issue has already been answered by the Hon'ble Supreme Court in '*M/s Prem Cottex vs. Uttar Haryana Bijli Vitran Nigam Ltd. and others*' decided on 05.10.2021. The relevant portion is extracted hereinafter :-

“26. The matter can be examined from another angle as well. Sub-26. The section (1) of Section 56 as discussed above, deals with the disconnection of electric supply if any person "neglects to pay any charge for electricity". The question of neglect to pay would arise only after a demand is raised by the licensee. If the demand is not raised. there is no occasion for a consumer to neglect to pay any charge for electricity. Sub-section (2) of Section 56 has a non-obstante clause with respect to what is contained in any other law, regarding the right to recover including the right to disconnect. Therefore, if the licensee has not raised any bill, there can be no negligence on the part of the consumer to pay the bill and consequently the



period of limitation prescribed under Sub-section (2) will not start running. So long as limitation has not started running, the bar for recovery and disconnection will not come into effect. Hence the decision in Rahamatullah Khan and Section 56(2) will not go to the rescue of the appellant.”

9. This Court has also considered the judgment dated 21.09.2023 (Annexure P-4), passed by the learned Lok Pal (Ombudsman), Electricity, Punjab, and does not find any perversity or illegality, requiring any interference by this Court.

10. In view of the above, the case of the present petitioner falls flat, as this issue was first come into the knowledge of the distributor licensee on dated 27.10.2022, and immediately thereafter, a notice was issued on dated 18.11.2022, and the final amount was claimed in the bill dated 28.03.2023, therefore, the actions taken by the distributor licensee is well within the timeline. Consequently, the instant writ petition being devoid of any merit, is hereby **dismissed**.

11. Pending applications, if any, stand **disposed of** accordingly.

(KULDEEP TIWARI)
JUDGE

February 04, 2025
Manpreet

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