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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ W.P.(C) 5210/2025 & CM APPL. 23775/2025

MR SHIHTIZ ARORA SOLE PROPRIETOR OF MS SURAJ AUTO INDUSTRIES .....Petitioner

Through: Mr. Anuj Aggarwal, Mr. Vikrant Chawla and Mr. Mayank Chauhan, Advocates
M. 9891363718

versus

GOVT OF NCT OF DELHI & ANR. .....Respondents

Through: Mr. Manashwy Jha, Advocate for Ms. Nitika Bhutani, Panel Counsel for GNCTD
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CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

O R D E R

% **24.04.2025**

1. The present writ petition has been filed seeking quashing and setting aside the demands raised by the respondent against the petitioner herein, with respect to the property in question, i.e., *A-79, GT Karnal Road, Industrial Area, Delhi, vide* its dues intimation letters dated 15th March, 2024 and 8th November, 2024, which are the subject matter of the *RFA No.*

2/2022, which is pending adjudication before this Court.

2. It is further prayed in the writ petition, for a grant of a fresh electricity connection to the petitioner after the installation of a fresh electricity meter at the premises in question, as the petitioner is the owner of the property in question, having recovered the possession from the previous tenant of the petitioner.

3. Learned counsel appearing for the petitioner submits that there are no dues as such, which are payable by the petitioner, who is the owner of the property in question. He further submits that there are disputes pending between the previous tenant of the petitioner and respondent no. 2 i.e., Tata Power Delhi Distribution Limited ("TPDDL"), with respect to some dues which are payable by the previous tenant of the petitioner, to the TPDDL.

4. It has also been pointed out that theft of electricity was committed by the previous tenant of the petitioner herein, the dues for which have already been quashed by the learned Trial Court. Against that said order, an appeal has been filed by the TPDDL, which is pending adjudication before this Court, i.e., *RFA No. 2/2022*.

5. Thus, it is submitted that the petitioner cannot be directed to pay an amount, which is already a subject matter, of a pending appeal before this Court.

6. However, it is pointed out that there are other dues.

7. At this stage, learned counsel appearing for the respondent no. 2 submits that there are consumption dues which are payable by the previous tenant of the petitioner. He further submits that until those consumption charges are paid by the petitioner, the respondent no. 2 cannot grant any electricity connection to the petitioner herein. In this regard, learned counsel

appearing for the respondent relies upon the judgment of the Full Bench of this Court in the case of *"BSES Rajdhani Power Ltd. Versus Saurashtra Color Tones Pvt. Ltd."*, reported as ***2009 SCC OnLine DEL 1759*** and relies upon para 30 of the said judgment, which reads as under:

> *"xxx xxx xxx*
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> ***30.*** *We may also mention that the decision in Isha Marbles case was distinguished by the Kerala High Court in A. Ramachandran v. KSEB, AIR 2001 Kerala 51 and Seena B. Kumar v. Assistant Executive Engineer, AIR 2004 Kerala 68, in which it was held that under Section 79(j) of the Electricity Supply Act, 1948, the Kerala Electricity Board had framed Regulation 15(d) which provided that all the dues to the Board from a consumer shall be charged on the asset of the consumer and hence can be realised as arrears of land revenue. The Division Bench of the Kerala High Court held that Regulation 15(d) is statutory in nature and it will supersede any contract between the parties. The Division Bench in Madhu Garg after noting the decisions in A. Ramachandran v. Kerala State Electricity Board and Seena B. Kumar v. Assistant Executive Engineer observed:*
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> *"13. The learned counsel for respondents has sought to distinguish the decision of the Supreme Court in Isha Marbles Case (supra) on the ground that in that case there was no statutory provision which empowered the authorities to refuse supply of electricity for outstanding dues against the previous owner. However, in the present case, there is a clear statutory provision embodied in the General Condition of Supply to that effect. We agree with this submission. In our opinion, the general conditions of supply is a piece of delegated legislation, and hence has statutory force.*
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> *14. In our opinion, there is no distinction between the purchaser of a premises who was aware that there were outstanding electricity dues against the previous owner/tenant, and one who was not aware of it. In either case, the dues have to be paid by the new owner/occupant before supply can be continued/restored. This is because of the statutory provision contained in Clause 2 (iv) of the General Conditions of Supply which has been quoted above.*

15. In our opinion, whenever a person purchases a property, it is his duty to find out whether there are outstanding electricity dues in relation to the premises or not, and he cannot be allowed to say later that he was unaware of the fact that there were electricity dues of the previous owner/tenant. 16. In view of the General Condition of Supply, it is the duty of the new owner/occupant to himself make enquiries and find out whether there was such dues or not. The General conditions of supply are statutory in nature (being delegated legislation), and hence the question of bona fide or mala fide does not arise, and in either case the new owner/occupant of the premises has to pay the dues against the previous owner/tenant if he wishes the electric supply to be continued/restored."

xxx xxx xxx"

8. Thus, it is submitted that the petitioner herein, would be liable to clear the said dues.

9. At this stage, learned counsel appearing for the petitioner, on instructions, submits that the principal amount of the consumption charges which was raised by the respondent no. 2, is approximately Rs. 2.6 lakhs. However, he submits, that upon penalty being imposed, the said amount has now been raised to approximately Rs. 4.83 lakhs. He further submits that though the petitioner can still consider payment of the principal amount towards the consumption charges, however, the petitioner cannot be saddled with the penalty or late payment surcharge, as no such bill has been raised upon the petitioner ever.

10. Learned counsel appearing for the petitioner, on instructions, submits that the petitioner is ready to go before the Permanent Lok Adalat of the respondent no. 2, in this regard. However, he submits that the payment, which is the subject matter of the *RFA No. 2/2022*, cannot be recovered from

the petitioner, herein.

11. Accordingly, liberty is granted to the petitioner to approach the Permanent Lok Adalat for the purposes of settlement with the respondent no. 2. However, it is clarified that before the Permanent Lok Adalat, the respondent no. 2 shall not raise the issue as regards the payment of dues, which are subject matter of *RFA No. 2/2022*, for the purposes of settlement.

12. In case the matter is not settled, the petitioner is at liberty to approach the learned Consumer Grievance Redressal Forum ("CGRF"), in terms of the Electricity Act, 2003.

13. With the aforesaid liberty and directions, the present writ petition, along with pending application, is accordingly disposed of.

MINI PUSHKARNA, J

APRIL 24, 2025
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