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

\+ W.P.(C) 9251/2018

DEEPCHAND .....Petitioner

Through: Mr. Sachin Nahar, Advocate.

versus

TATA POWER DELHI DISTRIBUTION LTD. & ANR .....Respondents

Through: Mr. Manish Srivastava, Mr. Moksh Arora and Mr. Santosh Ramdurg, Advocates with Mr. Amit Singh, AGM, Legal for TPDDL.

CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH

O R D E R

% **14.02.2025**

1. Challenge in this writ petition is laid by the Petitioner to action of Respondent No. 1/Tata Power Delhi Distribution Ltd. ('TPDDL') in not restoring the electricity of the premises of the Petitioner in connection with CA No. 60010335382 despite the settlement order passed by Permanent Lok Adalat on 27.07.2016. Direction is sought to restrain TPDDL from generating excess/extra bill.

2. Petitioner avers that he is a resident of First and Second Floor of property bearing House No. 976, Block-Y, Landmark 1 Mangolpuri, New Delhi ('subject property'). In March 2016, officials of TPDDL visited the subject property and on random checking informed that Meter No.44070369 was faulty and needed to be replaced. After inspection on 09.03.2016, the meter was replaced with new meter bearing No.57775864. After seizure of

the meter and subsequent testing, an inflated bill of Rs.5,22,240/- was sent and on non-payment, bill was increased to Rs.5,60,790/- in April, 2016. This was followed by notice of disconnection under Section 56(1) of The Electricity Act, 2003 ('2003 Act') and as the Petitioner was unable to pay the huge amount, electricity was disconnected on 22.04.2016.

3. It is further averred that Petitioner was called for a hearing on 09.05.2016 but without giving an opportunity to file a reply, speaking order was issued on 15.07.2016 along with final bill of the same date by the Enforcement Assessment Cell alleging dishonest abstraction of energy and an amount of Rs.2,49,267/- was charged. Thereafter the matter was placed before the Permanent Lok Adalat wherein it was settled that an amount of Rs.1,24,700/- would be paid by the Petitioner in full and final settlement and on making first payment of Rs.64,700/-, supply will be restored within three days subject to reconnection charges.

4. It is stated that Petitioner paid the entire settlement amount, which is undisputed but TPDDL has failed to perform its part of the obligation and the electricity was not restored, leading to the Petitioner filing the present writ petition.

5. Learned counsel for TPDDL, at the outset, submits that present writ petition is not maintainable in view of the statutory remedy available to the Petitioner under Section 42(5) of the 2003 Act. Without prejudice it is contended that Petitioner is not correct in urging that all the claims of TPDDL were settled before the Permanent Lok Adalat inasmuch as what was settled therein was the bill for an amount of Rs.2,49,267.60/- which was the "Dishonest Abstraction of Electricity" (DAE Bill) pursuant to inspection carried out on 09.03.2016. This bill was generated on 15.07.2016 based on

assessment for 12 months from 10.03.2015 to 09.03.2016. There is no reference in the order of the Permanent Lok Adalat to the consumption bill dated 04.03.2016 which was raised prior to the inspection on 09.03.2016.

6. It is further submitted that consumption bill dated 04.03.2016 was raised against actual consumption of electricity *albeit* inadvertently the period was wrongly mentioned as 03.04.2016 to 22.10.2016 instead of 19.09.2012 to 09.03.2015. As soon as the error was discovered, the bill was revised and generated on 07.02.2017 for the correct period. The revised bill is handed over in Court by learned counsel, with copy to counsel for the Petitioner. In this light, it is submitted that if the Petitioner is aggrieved by the actual consumption bill, he may approach the Consumer Grievance Redressal Forum ('CGRF'), however, this grievance cannot be ventilated in a writ petition.

7. Having heard the learned counsels for the parties and upon examination of the bills in question, Court finds merit in the contention of learned counsel for TPDDL, both on the maintainability of the writ petition as also that the actual consumption bill dated 04.03.2016 read with revised bill dated 07.02.2017 was never settled before the Permanent Lok Adalat. Clearly, what was before the Permanent Lok Adalat was the DAE bill and that was settled for a sum of Rs.1,24,700/-. It is also clear that inadvertently when the actual consumption bill was raised on 04.03.2016, the consumption period was mentioned as 03.04.2016 to 22.10.2016. The bill was revised and fresh bill was raised on 07.02.2017 mentioning the correct period as 19.09.2012 to 09.03.2015. Since the consumption bill was not the subject matter of settlement before the Permanent Lok Adalat, it is not correct for the Petitioner to urge that this bill was settled.

8. There is no doubt that Section 42(5) of the 2003 Act provides for redressal of grievance before CGRF and as rightly placed by counsel for TPDDL, there is no reason why the writ Court should interfere in the consumption bill at this stage. Accordingly, this writ petition is disposed of, without entering into the merits of the case, granting liberty to the Petitioner to approach CGRF against the bill dated 04.03.2016 read with revised bill dated 07.02.2017. By interim order dated 04.09.2018, TPDDL was directed to restore the electricity connection of the Petitioner and interim order has continued. Therefore, it is directed that in case the Petitioner approaches CGRF within six weeks from today, interim order shall continue till the decision is taken by CGRF.

JYOTI SINGH, J

FEBRUARY 14, 2025/*jg*