



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

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(1)

LPA-88-2025 (O&M)

Date of Decision: 04.02.2026

Dakshin Haryana Bijli Vitran Nigam (DHBVN) Gurgaon

....Appellant

Versus

M/s Rico Auto Industries Limited and another

....Respondents

(2)

LPA-89-2025 (O&M)

Dakshin Haryana Bijli Vitran Nigam (DHBVN) Gurgaon

....Appellant

Versus

M/s Rico Auto Industries Limited and another

....Respondents

(3)

LPA-558-2025 (O&M)

M/s Rico Auto Industries Limited

....Appellant

Versus

The Electricity Ombudsman Haryana and another

....Respondents

**CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI
HON'BLE MR. JUSTICE VIKAS SURI**

Present:

Mr. Puneet Jindal, Senior Advocate with
Mr. Rohit Sharma, Advocate
for the appellant (in LPAs No.88 and 89 of 2025) and
for respondent (in LPA-558-2025).

Mr. Kamal Sehgal, Senior Advocate with
Mr. Charanji Lal, Advocate
Mr. Ravinder Pankaj, Advocate
Mr. Anurag Mor, Advocate
for the appellant (in LPA-558-2025) and
for respondent No.1 (in LPAs No.88 and 89 of 2025).



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Harsimran Singh Sethi, J. (Oral)

1. All the appeals, the details of which are mentioned in the heading, involve common point of law and common set of facts, hence, they are being dealt together. For the sake of convenience, the facts are being taken from LPA No.88 of 2025.

2. In the present appeal, the order passed by the learned Single Judge dated 23.10.2024 in CWP No.19607 of 2013 and CWP No.2386 of 2013 has been impugned by both the sides. The appellant – Dakshin Haryana Bijli Vitran Nigam (DHBVN), Gurugram, has raised two arguments that firstly, the findings which have been recorded by the learned Single Judge that the contract demand of 10000 KVA which was initially granted to the respondent–M/s Rico Auto Industries Limited was raised to 20000 KVA is not correct as, the same was only enhanced to 18000 KVA. The alternative argument which has been raised by the DHBVN is that even if it is assumed for the sake of argument that the contract demand was raised to 20000 KVA, then the respondent, who was liable to pay the tariff and other charges on the basis of raised demand upto 20000 KVA, which has not been appreciated by the learned Single Judge.

3. The Learned Senior Counsel appearing on behalf of DHBVN submits that in case the finding of the learned Single Judge that contract demand stood upto 20000 KVA is accepted, the liberty be given to the appellant-DHBVN to seek all the tariff and other charges from the respondent-M/s Rico Auto Industries Limited by presuming that the contract demand



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stood raised from 10000 KVA to 20000 KVA from the year the same was enhanced, i.e. 2006.

4. The Learned Senior Counsel appearing on behalf of the respondent – M/s Rico Auto Industries Limited submits that in case that liberty is to be given to the petitioner-DHBVN, then the penalty and other charges which have been imposed upon and paid by M/s Rico Auto Industries Limited stands quashed automatically and they are liable for the refund of the same along with benefit of interest.

5. The Learned Senior Counsel appearing on behalf of respondent-M/s Rico Auto Industries Limited submits that as per his information, they have been paying the charges at the enhanced contract demand of 20000 KVA, which is clear from the finding recorded by the learned Single Judge in paragraph Nos.29 and 30 of the impugned judgment but still, they have no objection in case the payments already made by M/s Rico Auto Industries Limited, which stands in the record of the appellant-DHBVN is checked and in case it is found that any amount on deeming fiction that the contract demand stood enhanced to 20000 KVA is yet to be paid, they can send appropriate notice for the consideration of the company and in case, the same is liable to be paid, the same will be paid and in case the payment has already been made, the said fact will be brought to the notice of DHBVN that no further amount is liable to be paid by them.

6. Keeping in view the agreement between the parties, the present appeals are disposed of with the following directions:

a. As the impugned order passed by the learned Single Judge



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that the contract demand stood increased from 10000 KVA to 20000 KVA from the year 2006, the same will be taken into consideration by the DHBVN to assess their entitlement of the tariff and other charges to be paid by respondent-M/s Rico Auto Industries Limited starting from the year 2006 onwards.

- b. The amount liable to be paid by the respondent - M/s Rico Auto Industries Limited be calculated keeping in view the payment made by respondent - M/s Rico Auto Industries Limited and in case DHBVN of the view that certain payments are to be made, the same will be claimed by way of show cause notice from M/s Rico Auto Industries Limited. In case, M/s Rico Auto Industries Limited is of the view that they have already discharged the said liability keeping in view the charges and penalty paid by them, they will reply to the same along with the evidence for the same which evidence, will be looked into and decided by DHBVN within a period of eight weeks of receiving such reply from M/s Rico Auto Industries Limited, by passing appropriate speaking order.
- c. In case, as per the said order passed the liability of M/s Rico Auto Industries Limited is assessed to be more than the penalty imposed upon them which they have already deposited, the remaining amount will be sought by the



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DHBVN from M/s Rico Auto Industries Limited which will be paid by them in accordance with law.

- d. In case, the amount assessed by DHBVN is found to be less than the penalty amount already paid by M/s Rico Auto Industries Limited, the amount which is found to be in excess, will be refunded by the DHBVN along with interest as per law within a period of four weeks of passing of such order.

7. It may be noticed that the penalty which has been imposed upon M/s Rico Auto Industries Limited by treating that the contract load was for 18000 KVA, has already been quashed by the learned Single Judge, and same is not a matter of dispute keeping in view the agreed order passed hereinbefore with regard to the entitlement of DHBVN to recover the tariff and other charges by deeming fiction that the contract load stood increased to 20000 KVA from the year 2006.

8. The appeals stand disposed of accordingly.

9. Pending applications, if any, also stand disposed of.

10. Photocopy of this order be placed on the files of other connected cases.

(HARSIMRAN SINGH SETHI)
JUDGE

(VIKAS SURI)
JUDGE

February 04, 2026
Varinder

Whether speaking/reasoned : Yes

Whether reportable : No