



**217(O) IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**CWP-33714-2025 (O&M)
Date of Decision: 29.05.2026**

Anju Kansal

...Petitioner

Versus

Uttar Haryana Bijli Vitran Nigam and Others

...Respondents

CORAM:- HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present:- Mr. Akshay Jindal, Senior Advocate with
Mr. Tushar Kush, Advocate,
Mr. Amiya Malhotra, Advocate and
Mr. Vrishank Suri, Advocate
for the petitioner.

Mr. Ravish Kaushik, Advocate
for respondents No.1 to 3.

Dr. Rao P.S. Girwar, Advocate and
Mr. Ashish Sharma, Advocate
for respondents No.4 and 5.

Mr. Raman Sharma, Advocate (Through V.C.) and
Mr. Arnav Sharma, Advocate
for the HPCL.

JAGMOHAN BANSAL, J. (ORAL)

1. The petitioner through instant petition under Articles 226/227 of the Constitution of India is seeking direction to respondents to restore electricity connection bearing No.425433000 in her premises wherein a petrol pump is being operated.

2. As per pleadings, the petitioner entered into dealership agreement with Hindustan Petroleum Corporation Limited ('HPCL') for managing and operating a petrol pump situated at Village Ismailabad,

District Kurukshetra. Petrol Pump was to be operated from the portion of a piece of land owned by M/s Ganesh Rice Mills. Punjab National Bank vide communication dated 04.01.2024 issued proclamation of sale of land owned by M/s Ganesh Rice Mills. The bank issued sale certificate dated 12.11.2024 in favour of Ayush Kansal son of one of erstwhile partners of M/s Ganesh Rice Mills. The respondent on 31.10.2025 disconnected electricity supply of petitioner's petrol pump. The aforesaid action was initiated at the behest of auction purchaser-Ayush Kansal. The petitioner vide letter dated 02.11.2025 requested respondent to restore electricity supply. She filed complaint dated 03.11.2025 to SHO, Police Station Ismailabad alleging threats and interference by auction purchaser. She vide letter dated 04.11.2025 requested respondent to restore electricity supply. The respondent vide letter dated 06.11.2025 informed that electricity supply has been disconnected due to auction purchaser's representation.

3. As per reply, the disputed premises belonged to M/s Ganesh Rice Mills which had mortgaged its property to Punjab National Bank. On account of default, Punjab National Bank through auction sold properties of M/s Ganesh Rice Mills. Ayush Kansal and Ankur Kansal purchased property in public auction. A sale certificate dated 12.11.2024 was issued in their favour. The petitioner is neither owner nor tenant nor proprietor of HPCL Filling Station. She was never recognized as a consumer by respondent No.1-UHBN. Ankur Kansal and Ayush Kansal vide representation dated 24.10.2025 requested for disconnection of electricity supply. They submitted affidavit and ownership documents. The petitioner despite repeated requests is unable to supply documents

evidencing lawful occupation of the premises. Electricity connection cannot be released in the absence of ownership, lease or lawful occupation.

4. Learned counsel representing respondents No.4 and 5 submits that they have purchased demised property in public auction conducted by PNB under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002. The property was purchased free from all encumbrances, thus, petitioner cannot continue to operate the petrol pump. If petitioner is permitted to continue operating the petrol pump, it would be contrary to sale certificate issued by bank. The petitioner indirectly wants to grab the property.

5. Learned counsel for HPCL, who had appeared on the asking of Court, submits that there is lease deed in favour of HPCL. It was executed by partnership firm comprising three partners which included mother of respondents No.4 and 5. Lease deed still subsists. The corporation may, at any time, change its dealer. Respondents No.4 and 5 have not initiated proceedings seeking cancellation of lease deed. The electricity distributor cannot deny supply of electricity.

6. Learned counsel for the petitioner submits that there is no dispute with respect to existence of lease deed. In the absence of revocation of lease deed, the electricity department cannot deny supply of electricity. The question of ownership of the property, validity of lease deed etc. need not to be examined by this Court.

7. Learned counsel for the respondent-UH BVNL submits that electricity connection was in favour of Shyamsundar who was the proprietor of M/s HPTC Filling Station. Shyamsundar has passed away,

thus, respondent has disconnected electricity supply at the behest of owners of the property.

8. Heard the arguments and perused the record.

9. From the perusal of record, it is evident that HPCL is having valid lease deed in its favour. The lease deed was executed by a partnership firm comprising three partners and one of them was mother of respondents No.4 and 5 who have purchased demised premises in public auction. The respondent No.1 has disconnected power supply at the behest of auction purchasers. The respondent has not taken care of existing lease deed. As per Section 43 of Electricity Act, 2003 (for short ‘2003 Act’), electricity connection is released to owner or occupier of the property. Lessee is occupier of the property. This aspect has not been examined by respondent No.1. The matter needs to be examined by Consumer Grievances Redressal Forum (for short ‘CGRF’) constituted under Section 42(5) of 2003 Act. Accordingly, the matter is remanded to CGRF to examine petitioner’s claim in the light of lease deed, copy of which shall be submitted by petitioner before CGRF on 02.06.2026 at 11:00 AM. Respondents No.4 and 5 would be free to join proceedings. The CGRF shall endeavour to conclude the matter within two weeks from 02.06.2026.

10. ***Disposed of.***

11. Pending application(s), if any, shall also stand disposed of.

(JAGMOHAN BANSAL)
JUDGE

29.05.2026
Prince Chawla

Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No