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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% *Date of decision: 13th January, 2026*+ **W.P.(C) 1656/2025 & CM APPL. 8032/2025**

SHRI AJAY JAIN

.....Petitioner

Through: Ms. Payal Jain, Mr. Sumit Kumar,
Mohd. Naved, Advocates with
petitioner in-person.

versus

TATA POWER DELHI
DISTRIBUTION LIMITED & ORS.

.....Respondents

Through: Mr. Manish Srivastava, Mr. Moksha
Arora & Mr. Santosh Ramdurg,
Advocates for R-1.
Mr. Shakti Singh, Advocate for R-2
(through VC).**CORAM:**
HON'BLE MR. JUSTICE AMIT BANSAL**AMIT BANSAL, J. (Oral)**

1. The present writ petition has been filed challenging the order dated 24th January, 2025, passed by the respondent no.3/Electricity Ombudsman. By way of the impugned order, the appeal filed by the respondent no. 2, who is the brother of petitioner, has been allowed and following directions have been passed:



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16. In the light of the above, this court directs as under:

- i. The order of CGRF is set-aside. Discom may take steps to restore the status quo as on the date of application for change of name, i.e. on 10.12.2022. There was non-compliance with Regulation 10(3) of DERC' Supply Code, 2017. There was also definite violation in declaration submitted by the Respondent No. -2, in the application. A show-cause notice has already been issued by the Discom in this regard.
- ii. Any change of the name of the Company/connection can be subsequently considered by the Discom in the light of the decision on title by the competent Civil Court.
- iii. CEO may like to put in place proper SOP in cases like this so that due diligence is done before taking any action.
- iv. Compliance report be submitted within four weeks' time.

2. Earlier, the Electricity Consumer Grievance Redressal Forum ('ECGRF') had disposed of the complaint filed by the respondent no. 2, holding that the question of title and possession in respect of a property can only be decided by a Civil Court. The relevant observations of the ECGRF are set out below:

"The ECGRF is formed for redressal of grievances of the consumer in accordance with Regulations. Forum function is to decide dispute between electricity consumer and TPDDL. In the present case, the dispute is basically between complainant Sh. Anil Jain and Respondent No.2 Sh. Ajay Jain regarding Title and possession of premises bearing plot No. 96, Block-S, Badli Industrial Area, Phase-I, Delhi where impugned electricity connection is installed. The respondent TPDDL is ready and willing to keep connection in rightful person name. The complainant Sh. Anil Jain and Respondent No.2 Sh. Ajay Jain has unauthorizedly dragged electricity connection name change issue just to settle their personal score with each other over property dispute. It is the jurisdiction of competent Civil Court to decide who is rightful owner and who is in possession of the property bearing plot No. 96, Block-S, Badli Industrial Area, Phase-I, Delhi. The Forum due to its limitation cannot decide such issues.



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The facts of title and possession can only be decided after framing issues and recording evidence of parties over the subject matter of dispute. The parties have raised contradictory claim regarding possession of property in dispute. The complainant claims that Respondent No.2 has used forged and fabricated documents to get the name changed is a question to be decided by Court of competent jurisdiction. The complainant has placed on record a copy of complaint filed vide case No. CT. Case/261/2024 against respondent No.2 Sh. Ajay Jain and other which was sent to concerned Police Station u/s 156 (3) of CRPC. It appears that question of name change of electricity connection is unnecessarily dragged for settling score against each other.”

[Emphasis supplied]

3. The aforesaid order was challenged by the respondent no. 2 by way of an appeal before the Electricity Ombudsman, which has been allowed by the impugned order.
4. The impugned order has placed reliance on Regulation 10(3) of the Delhi Electricity Regulatory Commission (Supply Code and Performance Standards) Regulations to allow the appeal. For the sake of convenience, the said Regulation 10(3) of the Delhi Electricity Regulatory Commission (Supply Code and Performance Standards) Regulations is set out below:



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"Proof of ownership or occupancy of the premises:-

Any of the following documents shall be accepted as the proof of ownership or occupancy of premises:-

- (i) Certified copy of title deed;
- (ii) Certified copy of registered conveyance deed;
- (iii) General Power of Attorney (GPA);
- (iv) Allotment letter/possession letter;
- (v) Valid lease agreement alongwith undertaking that the lease agreement has been signed by the owner or his authorized representative;
- (vi) Rent receipt not earlier than 3 (three) months alongwith undertaking that the rent receipt has been signed by the owner or his authorized representative;
- (vii) Mutation certificate issued by a Government body such as Local Revenue Authorities or Municipal Corporation or land owning agencies like DDA/L&DO;
- (viii) sub-division agreement;
- (ix) For bonafide consumers residing in JJ clusters or in other areas with no specific municipal address, the licensee may accept either ration card or electoral identity card mandatorily having the same address as a proof of occupancy of the premises."

5. The petitioner has placed reliance on a registered General Power of Attorney (GPA) dated 10th May, 1993 in his favour by the earlier owner of the premises, Mr. V.P. Singhal, who had expired on 2nd April, 1998.

6. The impugned order observes that after the death of Mr. V.P. Singhal, the GPA executed by him would cease to have effect in terms of Section 201 of the Indian Contract Act, 1872.

7. Ms. Payal Jain, counsel appearing on behalf of the petitioner submits that the impugned order fails to take into account Section 202 and Section



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209 of the Indian Contract Act, 1872, in terms of which the aforesaid GPA would still survive. In this regard, the counsel places reliance on the judgment of the Supreme Court in ***P. Seshareddy (D) rep. by L.R. cum Irrevocable GPA holder and Assignee Kotamreddy Kodandarami v. State of Karnataka***, MANU/SC/1497/2022, the relevant paragraphs of which are set out below:

“11. Ms. Kiran Suri, learned Senior Counsel appearing for the Appellant, submits that the learned Single Judge of the High Court while allowing the writ petition(s) has only considered the provision of Section 201 of the Indian Contract Act, but has ignored the provision of Sections 202 and 209 of the said Act. She submits that since the Appellant had an interest in the said contract, he was entitled to continue with the proceedings in spite of the death of the original contractor. She submits that the learned Single Judge of the High Court has failed to take into consideration this aspect of the matter.

17. We find that the view taken by the learned Single Judge was not in consonance with of Section 202 of the Indian Contract Act, which read thus:

202. Termination of agency, where agent has an interest in subject-matter-where the agent has himself an interest in the property which forms the subject-matter of the agency, the agency cannot, in the absence of an express contract, be terminated to the prejudice of such interest.

18. No doubt, the learned Single Judge was right in holding that on account of the death of the original contractor, it amounted to termination of the agency. However, learned Single Judge could not have read Section 201 of the Indian Contract Act in isolation by ignoring Section 202 of the Indian Contract Act. The learned Single Judge failed to take into consideration that on account of the assignment deed, an interest accrued in the said contract in favour of the Appellant. Indisputably, the said contract was the subject matter of the agency and as such in the absence of an express provision to the contrary, the Appellant was entitled to continue with



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the said agency.”

[Emphasis supplied]

8. Clearly, this aspect of the matter has not been considered in the impugned order.

9. In view thereof, the impugned order passed by the Electricity Ombudsman is liable to be set aside and the matter remanded back to the Electricity Ombudsman to consider the appeal afresh, taking into account the provisions Section 202 and Section 209 of the Indian Contract Act, 1872.

10. Respondent no. 2 also claims title in the aforesaid property on the basis of certain documents executed in his favour by Mr. V.P. Singhal. However, as correctly observed by ECGRF in its order dated 10th September, 2024, the title of the respondent no. 2 can only be adjudicated by a Civil Court. The purpose of the present proceedings is only to examine the validity of the electricity connection granted in favour of the occupant i.e. the petitioner in the present case.

11. In the status report dated 24th February, 2025 filed on behalf of the respondent no. 1, it is stated that in terms of the impugned order, respondent no. 1, on 3rd February, 2024, restored *status quo* as on date when the aforesaid name change request dated 10th December, 2022 was filed before respondent no. 1. Subsequently, the electricity connection was changed in the name of *M/s International Corporation*.

12. In terms of the order passed by the Predecessor Bench on 17th July, 2025, it was directed that the petitioner's mobile number shall be indicated in the electricity bill and a message with regard thereto shall be communicated on the said mobile number.



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12.1. The said direction has been duly complied with by the respondent no. 1.

13. Accordingly, the impugned order passed by the Electricity Ombudsman is set aside and the matter is remanded back to the Electricity Ombudsman to consider the appeal afresh, taking into account the provisions Section 202 and Section 209 of the Indian Contract Act, 1872. Parties shall appear before Electricity Ombudsman on 2nd February, 2026.

14. Till the time the matter is decided afresh by Electricity Ombudsman, the interim arrangement in terms of the orders passed by this Court on 17th July, 2025 and 23rd September, 2025 shall continue to operate.

15. Needless to state, the petitioner shall continue to pay the consumption charges in respect of the electricity bills raised by the respondent no.1.

16. The Electricity Ombudsman is directed to decide the appeal expeditiously.

17. The present petition stands disposed of in the terms above.

AMIT BANSAL, J

JANUARY 13, 2026

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