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**(2018) 04 P&H CK 0480**  
**In the Punjab And Haryana At Chandigarh**  
**Case No : Civil Writ Petition No. 260 Of 2018**

K.S.M. Spinning Mills Ltd.

APPELLANT

Vs

Punjab State Power Corporation Ltd. And Others

RESPONDENT

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**Date of Decision :** 17-04-2018

**Acts Referred:**

**Citation :** (2018) 190 PunLR 813

**Hon'ble Judges :** Rakesh Kumar Jain, J

**Bench :** Single Bench

**Advocate :** S.D.Bansal, Bhawna Gupta

**Final Decision :** Dismissed

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## Judgement

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Rakesh Kumar Jain, J",

The petitioner has prayed for the issuance of a writ in the nature of certiorari for quashing the order dated 17.11.2017 by which it has been asked to,

pay Rs.1,22,81,145/- as calculated upto 31.05.2017, to which further interest has been added and the demand has been raised to Rs.1,34,28,736/-.",

In brief, the petitioner has averred that it is running a spinning mill having an electricity connection in the premises provided by the Punjab State Power",

Corporation Limited (hereinafter referred to as the "PSPCL") vide A/c No.K-32-LS01-00001. It is further averred that due to certain reasons,",

the petitioner could not pay the electricity charges for some time in the year 2015 which resulted into disconnection but on their representation to the,

PSPCL, the Whole Time Board of Directors (WTD), in its 180th meeting held on 11.04.2016 at Patiala, came to its rescue as a special case. The",

resolution passed by the said WTD reads as under:-,

Resolved that approval be and is hereby accorded as a special case to allow the firm to deposit defaulting amount and MMS in installments,

starting with first installment of Rs.50 lac on 02.05.2016 and next instalment of Rs. 50 Lacs after 10 days i.e. on 12.05.2016 and thereafter monthly,

payment of Rs. 30 lacs starting from 12.06.2016 allowing re-connection by paying Rs.15 lacs and to make payment of outstanding amount in 15,

months installments to M/s KSM Spinning Mills Ltd. as per following conditions to be ratified by BOD:-,

i) The consumer will deposit Rs.15 lacs before reconnection.,

ii) The consumer shall deposit first installment of Rs.50 lacs on 02.05.2016 and next installment of Rs.50 lacs after 10 days i.e on 12.05.2016 and,

thereafter shall make monthly payment Rs.30 lacs starting from 12.06.2016.,

iii) Further, at any stage if the consumer default in making 2nd installment the connection will be disconnected again and then the supply will only be",

restored after the recovery of total outstanding amount.,

iv) An undertaking of consumer of this regard be taken before allowing reconnection.,

v) Compliance of the conditions given at Para 34.2 (a) of Supple Code 2014 and late payment surcharge as given in Annexure 1 clause No. 21 of CC,

13/2015 shall also ensured by the field office.,

vi) The Consumer shall submit Post Date Cheques for the installments and weekly advance.â??,

According to the petitioner, the total amount assessed on the basis of the resolution passed by the WTD was of Rs.4,58,39,858/- but the grievance of",

the petitioner is that it had been asked by the PSPCL vide letter dated 17.11.2017 to pay another sum of Rs.1,34,28,736/- on account of surcharge and",

interest.,

Learned counsel for the petitioner has submitted that once the WTD had fixed the amount payable by the petitioner as Rs.4,58,39,858/-, the demand of",

additional amount vide impugned order/letter dated 17.11.2017 is illegal.,

In reply, the respondents have averred that though the decision was taken by the WTD, which was respected by the PSPCL but the petitioner even",

defaulted in payment of installments in time as at many occasions, their cheques were also dishonoured. It is further averred that the petitioner did not",

pay the bill amount till September 2015 and as per Clause 5 of the resolution passed by the WTD, the petitioner is liable to pay the late payment",

surcharge and interest. It is further averred that at the time of reconciliation of the amount on the request of the petitioner, the interest amount was",

added, which is so provided in Clause 21 of the General Conditions of Tariff which has also been referred to by the WTD in its resolution. Clause 21",

of the General Conditions of Tariff reads as under:-,

â??21. Late Payment Surcharge,

In the event of the monthly energy bill or other charges relating to electricity not being paid in full within the time specified in the bill, the consumers",

shall be levied late payment surcharge as under:-,

21.1 For all categories of consumers having HT/EHT specified supply voltage, if the full amount of the bill is not paid within due date, late payment",

surcharge shall be levied @ 2% on the unpaid amount of the bill up to 7 days after the due date. After 7 days, the surcharge shall be levied @ 5% on",

the unpaid amount of bill up to 15 days from the due date.,

21.2 In case of consumers having LT specified supply voltage, if the full amount of the bill is not paid within due date, the late payment surcharge shall",

be levied @ 2% on the unpaid amount of the bill up to 15 days from the due date.,

21.3 In case of AP consumers, late payment surcharge shall not be levied up to 7 days after the due date. After 7 days surcharge shall be levied as in",

the case of LT consumers.,

21.4 Interest @ 1.5% per month on gross unpaid amount including surcharge payable as per clause 21.1, 21.2 & 21.3 above shall be levied after",

expiry of 15 days from the due date of the bill till the deposit of outstanding amount. Part of the month shall be treated as full month for this purpose.â??,

She has further submitted that the petitioner has not come to this Court with clean hands as he had concealed the reconciliation proceedings carried,

out in respect of A/c No.K-32-LS01-00001 which was undertaken by the Committee constituted by the CE Commercial of the PSPCL in its meeting,

held on 01.08.2017 to 02.08.2017 at Ludhiana, in which the following has transpired:-",

â??The deflating amount of Rs.45839858/- was pertinent in WTD agenda by DS organization. To reconnected this connection on 13.04.2016 the,

amount of Rs. 5782387/- as surcharge and interest were payable as per PSPCL CC No. 43/2014 and CC No. 13/2015 by annexure 1 regulation 21 of,

tariff regulation. Therefore, total recoverable amount becomes due Rs.51622245/-(45839858+5782387) (Detail Attached)",

The amount of Rs.45839858/- was deposited in installments upto May 2017. But as per the decision of WTD and CC No. 43/2014 and CC No.,

13/2015, the amount of interest was also recoverable on defaulting amount.",

As per the request of the consumer that his amount of Rs.15232946/- was not credited in the bills, the account was reconciled by the committee as",

under: -,

Details, Amount in Rs. Lakhs)

As per decision of WTD Balance amount of A/c No. LS010001,122.81

Upto 30.06.2017 current bill balance amount of Account No. LS010001 (except 05/2017 bill challenged in CGRF),6.98

Total amount of Account No. LS010001,129.79

Amount due for LS010013 current bill,134.18