
(2008) 02 DEL CK 0196
In the Delhi High Court
Case No : Writ Petition (C) 4713 of 2007

M. Muthu

APPELLANT

Vs

N.D.P.L.

RESPONDENT

Date of Decision : 18-02-2008

Acts Referred:

Citation : (2008) 02 DEL CK 0196

Hon'ble Judges : Sanjiv Khanna, J

Bench : Single Bench

Advocate : Gaurav Duggal, for the Appellant; K. Datta and K.K. Gupta, for the Respondent

Judgement

Sanjiv Khanna, J.—The petitioner is in occupation of premises bearing No. 20, South Patel Nagar, New Delhi. The petitioner has taken on lease the aforesaid premises from M/s Sanatan Dharma World University Trust. An unregistered lease deed dt. 4th September, 2004 was executed between the petitioner and the respondent/trust. As per the said unregistered deed, the term/tenure of the lease is for 5 years. The petitioner has also paid security deposit of Rs. 12 lakhs to the Trust.

2. It is the case of the respondent/trust that the petitioner has defaulted in payment of the rent and the tenancy was terminated by notice dt. 15th January, 2007. It is also the case that the advance of Rs. 12 lakhs paid to the trust has been adjusted.

3. The respondent/trust has filed civil suit CS(OS) No. 1437/2007 against the petitioner and one Mr. R. Muthu Krishnan Reddiar. A decree for ejectment is prayed for in the said suit.

4. I need not examine the inter se disputes between the petitioner and the respondent/trust in the present writ petition as these are subject matter of the civil suit. It is, however, an admitted case that no order for ejectment has been passed.

5. A short controversy which arises for consideration in the present writ petition is regarding electricity connection. It is the case of the petitioner that he has applied for change of the name for which he made an application dated 29th May, 2007 but the said application has not been processed. It is also the case of the petitioner that on 27th April, 2007 electricity supply was disconnected but was restored on 25th February, 2007 only to be subsequently again disconnected.

6. Respondent No. 2/Trust is not ready and willing to give No Objection Certificate for installation of electricity connection in the name of the petitioner. At the same time it cannot be denied that eviction proceedings are still pending adjudication against the petitioner and no adverse order or decree has been passed. The question whether the petitioner is in arrears or has committed any default and is liable to be evicted will be decided by the Civil Court. I do not think the petitioner should be deprived of electricity as a civil suit is pending between the petitioner and his landlord. At the same time I have to be careful that the respondent No. 2/Trust is not burdened with any financial liability on account of electricity dues. In these circumstances the following directions are issued:

1. The petitioner will file a fresh application with the respondent/Discom for installation of an electricity connection in his name. The said application will be processed as per the rules but without insisting on NOC from the respondent No. 2 - Trust.

2. The petitioner will deposit in advance two months average monthly consumption charges on the basis of past consumption pattern. The amount will be calculated by the respondent-Discom. In addition petitioner will continue to pay consumption charges every month. Two months security charges will not be adjusted for payment of current dues, which shall be paid every month. The security amount will be refunded to the petitioner without interest, if and when the petitioner is ejected subject to adjustment on account of arrears. The respondent/discom will be entitled to disconnect electricity in case current dues/charges for every month are not paid. The respondent/Discom can ask the petitioner to increase the security deposit depending upon the consumption pattern.

3. The petitioner will pay entire arrears of electricity charges within two weeks but on or before the electricity connection is granted to the petitioner.

4. It is made clear that the respondent No. 2 will not be responsible or liable to pay current electricity charges which will be paid the petitioner.

5. The petitioner will furnish and give details of his present bank accounts to the respondent/discom as well as his permanent address. In case the petitioner shifts his residence or opens a new bank account the same shall also be informed to respondent/discom. An Indemnity Bond will be furnished by the petitioner in favour of the Discom that he shall continue to pay electricity charges and dues every month.

6. These directions may be modified and are subject to orders that may be passed in the civil suit.

The writ petition is accordingly disposed of.

Dasti.