
(2016) 04 JH CK 0138
In the Jharkhand High Court
Case No : W.P.(C) No. 3295 of 2010

M/s Industrial Resources & Monolithics Pvt. Ltd.	APPELLANT
Vs	
Jharkhand State Electricity Board	RESPONDENT

Date of Decision : 21-04-2016

Acts Referred:

Citation : (2016) 3 JCR 686

Hon'ble Judges : Mr. Prashant Kumar, J.

Bench : Single Bench

Advocate : Mr. Rahul Saboo, Advocate, for the Petitioner; Mr. Ajit Kumar, Sr. S.C. (JUVNL/JSEB), for the Respondents

Final Decision : Allowed

Judgement

Mr. Prashant Kumar, J.—This writ application been filed for quashing the bill whereby the respondent-Board issued a revised bill under One Time Settlement (O.T.S.) Scheme (Annexure-6).

2. It appears that there is dispute between the parties for payment of "Annual Minimum Guarantee" (A.M.G.) Charges for the period 1992 to 1999. It is then stated that for the aforesaid dispute, a writ application filed by the petitioner in the year 2002 vide W.P.(C) No. 2150 of 2002, which was dismissed. Against that order, petitioner filed L.P.A. vide L.P.A. No. 522 of 2002. The aforesaid L.P.A. disposed of by a Division Bench of this Court directing the petitioner to approach the Consumer Grievance Redressal Forum, Ranchi. Accordingly, the petitioner filed an application before the aforesaid Forum. The "Forum" disposed of the application of the petitioner by modifying the method of calculation of A.M.G. Charges and had also observed that the petitioner is not liable to pay D.P.S. on the said amount. Against the order of "Forum", the Board filed a writ application in this court vide W.P.(C) No. 2831 of 2004.

3. During the pendency of the aforesaid writ application, the Board issued a notice in the newspaper namely, "Prabhat Khabar" on 06.03.2009 regarding One

Time Settlement (O.T.S.) Scheme. In view of the aforesaid notice, the petitioner applied for settlement of dispute under the One Time Settlement (O.T.S.) Scheme vide Annexure-8 series. Thereafter, the Superintending Engineer vide letter dated 28.3.2009 asked the petitioner to pay Rs. 9,77,540/- under One Time Settlement (O.T.S.) Scheme. It appears that above letter issued as per Board's order. Accordingly, the petitioner deposited the aforesaid amount. Thereafter, the petitioner filed a counter affidavit in the aforesaid writ application [W.P.(C) No. 3283 of 2004] stating therein that since the petitioner deposited the amount under One Time Settlement (O.T.S.) Scheme, thus, the writ application filed by the Board become infructuous. Thereafter, J.S.E.B. filed a supplementary affidavit annexing therein a supplementary revised bill under One Time Settlement (O.T.S.) Scheme. However, the said writ application not pursued by the J.S.E.B. and it withdrew the same on 25.6.2012. In the present writ application, the petitioner challenged the revised bill under One Time Settlement(O.T.S.) Scheme.

4. It is submitted by Sri Rahul Saboo, learned counsel for the petitioner that once the matter been settled by the order of the Board under One Time Settlement (O.T.S.) Scheme, it is not open for the Chief Engineer, Commercial and Revenue, J.S.E.B. to direct the Electrical Superintending Engineer, Electricity Supply Circle, Ranchi to revise the bill under One Time Settlement (O.T.S.) Scheme. He further submits that in fact One Time Settlement (O.T.S.) Scheme, is a scheme for compromise. It is then submitted that once the matter been compromised between the parties and as per the compromise, the petitioner already paid the money, then it is not open to revise the bill unilaterally under the above Scheme. Accordingly, it is submitted that the revised bill is against the law, therefore, cannot be sustained.

5. Sri Ajit Kumar, Sr. S.C., J.S.E.B. submits that since the then Electrical Superintending Engineer of J.S.E.B. had adopted a wrong methodology for calculation of D.P.S., therefore, a revising bill issued under One Time Settlement (O.T.S.) Scheme. He further submits that the aforesaid bill been issued to rectify the mistake. However, Sri Kumar fairly submits that once the settlement been made, the bill cannot be revised unilaterally.

6. Having heard the submissions, I have gone through the record of the case. From perusal of Annexure-7 (the notice for One Time Settlement (O.T.S.) Scheme), I find that the same been issued by the order of Secretary of the J.S.E.B. wherein the Board offered that if any consumer will pay the dues of electricity bill in one instalment, then he will get 80% rebate in D.P.S. amount. It appears that the petitioner applied for availing the benefit under the aforesaid scheme and the J.S.E.B. allowed the application of the petitioner and informed the petitioner to pay Rs. 9,77,540/-. It is relevant to mention that the aforesaid letter was issued as per the order of the J.S.E.B. It then appears that the petitioner deposited the aforesaid amount vide Annexure-10. In that view of the matter, since the J.S.E.B. settled the dispute and had asked the petitioner to pay

Rs. 9,77,540/-, therefore, in my view, later on the officer of the J.S.E.B. no jurisdiction to ask the Electrical Superintending Engineer to revise the aforesaid letter and that too, after lapse of about 18 months. I further find that once the matter been compromised as per One Time Settlement (O.T.S.) Scheme, then it is not open for the J.S.E.B. to revise the terms of the compromise unilaterally. In that view of the matter also, the impugned bill cannot be sustained.

7. In view of the discussions made above, I allow this writ application and quash the revised bill under O.T.S. Scheme, as contained in Annexure-6 of the writ application.