

(2022) 02 MP CK 0179

In the Madhya Pradesh High Court

Case No : Writ Petition No. 1102 Of 2022

M/S Pragati Indiestone Crusher, Through Its Partner And
Others

APPELLANT

Vs

M.P. Poorva Kshetra Vidyut Vitran Company Limited And
Others

RESPONDENT

Date of Decision : 21-02-2022

Acts Referred:

Constitution Of India, 1950 — Article 226
Electricity Act, 2003 — Section 42(5), 42(6)

Citation : (2022) 02 MP CK 0179

Hon'ble Judges : Purushaindra Kumar Kaurav, J

Bench : Single Bench

Advocate : Utkarsh Agrawal

Final Decision : Dismissed

Judgement

Purushaindra Kumar Kaurav, J

1. The petitioner, who is consumer of respondent electricity distribution Company (Discom) entered into an agreement for high tension electricity supply for the purpose of stone crusher. The petitioner approached the Electricity Consumers Grievance Redressal Forum Jabalpur, which is a statutory forum constituted under Section 42(5) of the Electricity Act 2003 against the alleged illegal electricity bill of the petitioner's unit raised by respondent-Discom.

2. Learned counsel appearing for the petitioner fairly admits that he has an alternative remedy under sub-Section 6 of Section 42 of the Electricity Act 2003 to approach the Ombudsman. However, he submits that there is no bar to entertain the present writ petition under Article 226 of the Constitution. He places reliance on the decisions of the Hon'ble Supreme Court in the matter of Kranti Associates Pvt. Ltd. Vs. Sh. Masood Ahmed Khan 2010(9) SCC 496 , Dharampal Satyapal Ltd. vs. Dy. Commissioner of Excise 2015(8) SCC 519 and also in the case of Management of MS Nally Bharat Engineering Co. Ltd vs. State

of Bihar 1990(2)SCC48.

3. According to the petitioner, once the high tension connection was disconnected on 23.06.2021 the respondent-Discom was not legally entitled for raising any bill against the petitioner. However, the Electricity Consumer Redressal Forum vide impugned order dated 28. 12.2021 (Annexure-P-1) rejected the complaint of the petitioner holding that the agreement period for the high tension supply was for a period of two years expiring on 16.07.2022 and, therefore, as per the terms of the agreement, the petitioner is liable to make the payment of minimum charge and other applicable tariff in accordance with agreement.

4. There is no dispute with respect to the proposition of law as propounded by the Hon'ble Supreme Court that despite availability of alternative remedy, the High Court can entertain a writ petition under Article 226 of the Constitution. In the present case, essentially the terms of the agreement needs to be examined. The dispute, therefore, relates to terms of the contract. It is settled law that when an alternative and equally efficacious remedy is open to the litigant, he should be required to pursue that remedy and not invoke the writ jurisdiction of the High Court.

5. In the instant case, having considered the submissions put forth by the learned counsel appearing for the petitioner, this Court is of the opinion that keeping in mind the nature of grievance and the availability of efficacious alternative remedy before statutory forum, the present writ petition is not to be entertained and the same is, therefore, dismissed at the admission stage with liberty to the petitioner to avail the alternative remedy in accordance with law. This court has not expressed any opinion on the merits of the case.