

(2005) 02 JH CK 0074
In the Jharkhand High Court
Case No : W.P.C. No. 311 of 2005

Pawan Biscuits Corporation Pvt. Ltd.

APPELLANT

Vs

Jharkhand State Electricity Board and Others

RESPONDENT

Date of Decision : 18-02-2005

Acts Referred:

Constitution of India, 1950 — Article 226

Citation : (2005) 2 JCR 122

Hon'ble Judges : M.Y. Eqbal, J

Bench : Single Bench

Advocate : M.S. Mittal and A.K. Yadav, for the Appellant; Dilip Jerath and S.N. Prasad, for the Respondent

Judgement

M.Y. Eqbal, J.—In this writ petition the petitioner has prayed for issuance of appropriate writ directing the respondents to immediately and forthwith restore the electrical connection of the petitioner which has been illegally disconnected on 10.1.2005 and further for quashing the bills for the month of November, 2004 so far as it relates to the arrears which is alleged to be Rs. 97,19,088/-.

2. The petitioner is a High Tension Consumer having contract demand of 190 KVA. Petitioner's case is that for the years 1985-86 to 1991-92 it made payment of all the bills though claims were filed under Clause 13 of the HT Agreement. From the years 1992-93 to 2003-04 the petitioner challenged the A.M.G. bills before this Court in several writ petitions which were disposed of directing the General Manager -cum-Chief Engineer to decide the claims under Clause 13 of the HT Agreement. It is stated that payments, in terms of the orders time to time passed by this Court, have been made but the Board, instead of keeping the balance amount in abeyance, showed the same as arrears from 1992-93 and continued to charge Delayed Payment Surcharge (in short D.P.S.) thereupon. In this connection the petitioner has annexed several orders passed by this Court directing payment of certain amount towards A.M.G. bills. Petitioner's further case is that although the amount of A.M.G. till date was Rs. 37,54,567/- out of

which the petitioner has paid Rs. 19,79,944/- and as such the balance amount is Rs. 17,74,623/-. The petitioner alleged that claim made by it under Clause 13 of the Agreement is Rs. 46,97,664/- which exceeds the A.M.G. bills. It is contended that all the claims filed under Clause 13 of the Agreement have not yet been disposed of by the General Manager-cum-Chief Engineer and the impugned bills have been raised for the aforesaid amount.

3. A counter affidavit was filed on 3.2.2005 by the respondent-board stating, inter alia, that the petitioner has never made full payment of the current bills and a huge amount of outstanding dues is lying against it. In paragraph 9 of the counter affidavit it is stated that the General Manager-cum-Chief Engineer has already disposed of all the representations filed by the petitioner in pursuance of the order passed by this Court in C.W.J.C. No. 334/93 and revised bill has already been served upon the petitioner. In paragraph 11 of the counter affidavit it is stated that against the total A.M.G. bills of Rs. 3.23 corers the petitioner paid only a sum of Rs. 6.10 lacs.

4. The petitioner, by filing a rejoinder/counter affidavit on 4.2.2005. denied and disputed all the averments made in the counter affidavit as being false and frivolous. The respondent-Board, thereafter, filed another counter affidavit on 7.2.2005 wherein it is stated that in the earlier counter affidavit the amount of Rs. 32.30 lacs was wrongly mentioned as Rs. 3.23 lacs. It is further stated that the petitioner has paid the current bills but not in full. In the said counter affidavit the deponent, who is the officer of the Board, has also begged and tendered apology for making incorrect statements in the counter affidavit. The respondents have also corrected various statements made in the main counter affidavit. In the said supplementary counter affidavit the respondent-Board further stated that after verification it was found that this Court has set aside various orders passed by the General Manager-cum-Chief Engineer and the matter was remitted to the said authority for passing fresh order.

5. Another counter affidavit has been filed by the respondent-Board on 7.2,2005 wherein it is admitted that the General Manager-cum-Chief Engineer, who joined recently, has not disposed of all the claims filed by the petitioner under Clause 13 of the Agreement.

6. From the counter affidavits/supplementary counter affidavits filed by the respondent-Board it is manifestly clear that the officers of the respondent-Board are so irresponsible that without verifying the genuineness of the claims of the consumers, they file counter affidavits giving false and frivolous statements. In course of argument Mr. Dilip Jerath, learned counsel appearing for the respondent-Board tendered apology on behalf of the officers of the Board and submitted that the General Manager-cum-Chief Engineer shall dispose of all the claims made by the petitioner under Clause 13 of the Agreement within a period of two or three weeks.

7. Taking into consideration the entire facts of the case I, direct the General

Manager-cum-Chief Engineer, Singhbhum Area Electricity Board, Jamshedpur to dispose of all the pending claims made by the petitioner under Clause 13 of the Agreement as expeditiously as possible and latest by 15th March, 2005. In the meantime the petitioner shall deposit a sum of Rs. 10 (ten) lacks and on such deposit being made, the supply of electricity shall be restored to the petitioner within a period of 48 hours from the date and time of such deposit.

8. With the aforementioned direction this writ application is disposed of.