

(2015) 08 AP CK 0055

In the Andhra Pradesh High Court

Case No : Writ Petition No. 27083 of 2013

V.V. Satyanarayana Murthy

APPELLANT

Vs

Central Power Distribution Company of A.P. Ltd. and Others

RESPONDENT

Date of Decision : 11-08-2015

Acts Referred:

Citation : AIR 2015 AP 175

Hon'ble Judges : A. Ramalingeswara Rao, J.

Bench : Single Bench

Advocate : Vedula Srinivas, for the Appellant; O. Manohar Reddy and Unnam Law Firm, for the Respondent

Final Decision : Allowed

Judgement

A. Ramalingeswara Rao, J.—The petitioner is the owner of four plots admeasuring 200 square yards each situated in Survey No. 167, Doolapally Village, Qutubullapur Mandal in Ranga Reddy District. There is another area of 800 square yards with four plots owned by the adjacent owner. Thus, the total land comprised of 1600 square yards. The fourth respondent took the 800 square yards of land owned by the petitioner on 05.03.2005 on a monthly rent of Rs. 8,500/- for setting up of an industry. A similar lease deed was also entered by the fourth respondent in respect of the land held by the neighbour of the petitioner. Thus, the entire 1600 square yards of land was taken for setting up of the industry. When the fourth respondent sought electricity service connection, a no objection letter was taken from the petitioner on 06-04-2005. It appears that the power supply was given to the fourth respondent later on. However, the fourth respondent could not run the industry and vacated the premises in the year 2006. The electricity supply was disconnected and the meter was also taken away by the second respondent. After vacating the premises, only a small shed was existing and the second respondent affixed notices on the said shed demanding arrears of Rs. 27,42,959/- from the fourth respondent. While so, the petitioner applied for new service connection on 16-02-2010. When he did not

get any connection, he sent a reminder on 30-05-2013. He also personally met respondent Nos. 2 and 3. The petitioner was informed that the new service connection would not be given to the petitioner unless he clears the outstanding arrears of the fourth respondent. Challenging the inaction of respondent Nos. 1 to 3 in providing the service connection to the petitioner and asking the petitioner to clear the outstanding amount of the fourth respondent, the present Writ Petition is filed. A counter affidavit is filed on behalf of respondent Nos. 1 to 3 stating that the fourth respondent earlier had applied for HT electrical service connection with CMD of 225 KVA at 11KV voltage under HT Industrial Tariff Category. The said connection was granted based on the no objection letter given by the petitioner after collecting required charges. The connection was released on 11.04.2005 and the supply was disconnected on 24.03.2006 for non-payment of current consumption charges. Respondent Nos. 1 to 3 further stated that as per clause 8.4 of the General Terms and Conditions of Supply, they can refuse to supply electricity to the premises till the outstanding dues are cleared. In those circumstances only, the request of the petitioner for release of new service connection was rejected.

2. The fourth respondent also filed a separate counter affidavit admitting the release of power supply on 11.04.2005, but blamed the first respondent for unscheduled, uninformed power cuts and interruptions. The fourth respondent also filed a civil suit seeking damages from the first respondent in O.S. No. 580 of 2009, which is pending on the file of the learned VIII Additional District Judge, Ranga Reddy District, and the matter is at the trial stage.

3. Learned Counsel for the petitioner submitted that clause 8.4 of the General Terms and Conditions of Supply of Distribution and Retail Supply Licensees, dated 06.01.2006, does not enable respondent Nos. 1 to 3 to refuse supply of electricity to the petitioner, as the petitioner is the owner of the property and the fourth respondent was only a tenant. It is not a case of purchase of property by the petitioner.

4. When this Court pointed out to the learned Standing Counsel for the respondents to show any other provisions enabling respondent Nos. 1 to 3 to refuse electricity supply, learned Standing Counsel was unable to show any provision.

5. Condition No. 8.4 of the General Terms and Conditions of supply reads as follows:

"8.4 Transfer of Service Connection

The seller of the property should clear all the dues to the Company before selling such property. If the seller did not clear the dues as mentioned above, the Company may refuse to supply electricity to the premises through the already existing connection or refuse to give a new connection to the premises till all dues to the Company are cleared."

6. Admittedly, in this case the fourth respondent was a tenant, who was released HT electrical supply on 11.04.2005 and the said supply was disconnected on 24.03.2006 for non-payment of current consumption charges. The fourth respondent filed O.S. No. 580 of 2009 against the first respondent seeking damages for non-supply of electricity uninterruptedly. Thus, this is not a case where the whereabouts of the fourth respondent are not known. Respondent Nos. 1 to 3 should have taken separate steps for recovery of the alleged arrears from the fourth respondent. Instead, they want to reject the power supply to the petitioner in respect of whom there are no arrears as on today.

7. In the circumstances, the impugned order passed by respondent Nos. 1 to 3 on 05.06.2013 followed by another letter dated 06.06.2013 are set aside directing respondent Nos. 1 to 3 to reconsider the request of the petitioner for supply of power connection to plot Nos. 607 to 610 in Survey No. 167, Doolapally Village, Qutubullapur Mandal in Ranga Reddy District, in accordance with law, within a period of thirty days from the date of receipt of a copy of this order. However, this order will not prevent respondent Nos. 1 to 3 from recovering the amounts due to them from the fourth respondent in accordance with law. The Writ Petition is, accordingly allowed. The miscellaneous petitions pending, if any, shall stand closed. There shall be no order as to costs.