



**RESERVED**  
**AFR**

**Case :- WRIT - C No. - 30898 of 2016**

**Petitioner :-** M/S Dev Prayag Paper Mill (Pvt.)

**Respondent :-** State Of U.P. And 3 Others

**Counsel for Petitioner :-** Bidhan Chandra Rai

**Counsel for Respondent :-** C.S.C., Amrendra Nath Singh, Mahboob Ahmad, S.S.A. Kazmi, Vinay Kumar Singh

WITH

**Case :- WRIT - C No. - 28797 of 2016**

**Petitioner :-** M/S Juneja Electrode Industries And 16 Ors.

**Respondent :-** Pashimanchal Vidyut Vitran Nigam Ltd. And Anr.

**Counsel for Petitioner :-** Satyam Narayan

**Counsel for Respondent :-** Nripendra Mishra

WITH

**Case :- WRIT - C No. - 1281 of 2016**

**Petitioner :-** Rajiv Kumar

**Respondent :-** Dakshinanchal Vidyut Vitran Nigam Ltd. And 2 Others

**Counsel for Petitioner :-** Anshul Kumar Singhal, Vinod Kumar Agarwal

**Counsel for Respondent :-** C.S.C., Baleshwar Chaturvedi

WITH

**Case :- WRIT - C No. - 2271 of 2016**

**Petitioner :-** M/S Mangalam Ice Factory And 2 Others

**Respondent :-** U.P.P.C.L. And 2 Others

**Counsel for Petitioner :-** Kshitij Shailendra

**Counsel for Respondent :-** Baleshwar Chaturvedi, S.C.

WITH

**Case :- WRIT - C No. - 31371 of 2016**

**Petitioner :-** M/S Classic Udyog And 7 Ors.

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. And Anr.

**Counsel for Petitioner :-** Satyam Narayan

**Counsel for Respondent :-** Nripendra Mishra

WITH

**Case :-** WRIT - C No. - 56475 of 2014

**Petitioner :-** Laxmi Steel Rolling Mills Thru' Partner Suresh Chandra

**Respondent :-** Dakshinanchal Vidyut Vitran Nigam Ltd. & 2 Others

**Counsel for Petitioner :-** Gopal Krushna,Dinesh Kumar Chadha

**Counsel for Respondent :-** C.S.C.,Baleshwar Chaturvedi

WITH

**Case :-** WRIT - C No. - 63623 of 2014

**Petitioner :-** Anil Kumar Agrawal

**Respondent :-** Dakshinanchal Vidyut Vitran Nigam Ltd. & 2 Others

**Counsel for Petitioner :-** Anshul Kumar Singhal,Vinod Kumar Agrawal

**Counsel for Respondent :-** C.S.C.,Baleshwar Chaturvedi

WITH

**Case :-** WRIT - C No. - 28780 of 2016

**Petitioner :-** M/S Rajdeep Electrode And 6 Ors.

**Respondent :-** Pashimanchal Vidyut Vitran Nigam Ltd. And Anr.

**Counsel for Petitioner :-** Satyam Narayan

**Counsel for Respondent :-** Nripendra Mishra

WITH

**Case :-** WRIT - C No. - 58725 of 2014

**Petitioner :-** M/S Manohari Electrodes Pvt. Ltd.

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. & Another

**Counsel for Petitioner :-** Mayank Agrawal

**Counsel for Respondent :-** Nripendra Mishra

WITH

**Case :-** WRIT - C No. - 58043 of 2014

**Petitioner :-** M/S Shankar Tala Bhandar Thru' Power Of Attorney

**Respondent :-** Dakshinanchal Vidyut Vitran Nigam Ltd. & 2 Others

**Counsel for Petitioner :-** Aishwarya Pratap Singh

**Counsel for Respondent :-** C.S.C.,Baleshwar Chaturvedi

WITH

**Case :-** WRIT - C No. - 55427 of 2014

**Petitioner :-** M/S S N Polyflex (P) Ltd.

**Respondent :-** Dakshinanchal Vidyut Vitran Nigam Ltd & 2 Others

**Counsel for Petitioner :-** Anshul Kumar Singhal, Vinod Kumar Agrawal

**Counsel for Respondent :-** C.S.C., Baleshwar Chaturvedi

WITH

**Case :-** WRIT - C No. - 56478 of 2014

**Petitioner :-** Bhole Concasts Pvt. Ltd.

**Respondent :-** Dakshinanchal Vidyut Vitran Nigam Ltd. & 2 Others

**Counsel for Petitioner :-** Gopal Krushna, Dinesh Kumar Chadha

**Counsel for Respondent :-** C.S.C., Baleshwar Chaturvedi

WITH

**Case :-** WRIT - C No. - 55362 of 2014

**Petitioner :-** M/S Vehlna Steels & Alloys Pvt. Ltd. Thru' Auth. Sign.

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. & 2 Others

**Counsel for Petitioner :-** Mayank Agrawal

**Counsel for Respondent :-** A.K. Saxena, A.N. Singh

WITH

**Case :-** WRIT - C No. - 35908 of 2016

**Petitioner :-** M/S Modinagar Paper Mills Ltd.

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. And 2 Others

**Counsel for Petitioner :-** Mayank Kumar Agrawal

**Counsel for Respondent :-** Chandan Agarwal, Amrendra Nath Singh

WITH

**Case :-** WRIT - C No. - 26316 of 2008

**Petitioner :-** M/S K.K. Duplex & Paper Mills Pvt Ltd And Another

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd And Others

**Counsel for Petitioner :-** Seema Agrawal, Mayank Agrawal

**Counsel for Respondent :-** A.N. Singh, H.P. Dube

WITH

**Case :-** WRIT - C No. - 1667 of 2015

**Petitioner :-** M/S Amritvarsha Industries & Another

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. & 2 Others

**Counsel for Petitioner :-** Mayank Agrawal

**Counsel for Respondent :-** Chandan Agrawal,A.N. Singh

WITH

**Case :-** WRIT - C No. - 1669 of 2015

**Petitioner :-** M/S N.P. Agro (I) Industries Ltd. Thru' Director S. Jhawar

**Respondent :-** Madyanchal Vidyut Vitran Nigam Ltd. & 2 Others

**Counsel for Petitioner :-** Mayank Agrawal

**Counsel for Respondent :-** Shivam Yadav,A.N. Singh

WITH

**Case :-** WRIT - C No. - 34862 of 2009

**Petitioner :-** M/S Rana Steels Ltd.

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. And Others

**Counsel for Petitioner :-** B.C. Rai

**Counsel for Respondent :-** Pankaj Kumar Shukla,A.N. Singh,Sc.

WITH

**Case :-** WRIT - C No. - 22286 of 2016

**Petitioner :-** M/S Parmarth Industries (Pvt.) Ltd.

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. And Another

**Counsel for Petitioner :-** Bidhan Chandra Rai

**Counsel for Respondent :-** Pranjal Mehrotra

WITH

**Case :-** WRIT - C No. - 52886 of 2004

**Petitioner :-** M/S K.L. Rathi Steels Ltd. Thru' Director & Another

**Respondent :-** State Of U.P. Thru' Secy. Energy Deptt. & Ors.

**Counsel for Petitioner :-** Anubhav Trivedi,Bidhan Chandra Rai

**Counsel for Respondent :-** C.S.C.,W.H. Khan

WITH

**Case :-** WRIT - C No. - 42752 of 2004

**Petitioner :-** M/S Amba Steels Thru' Director & Another

**Respondent :-** Pashchimanchal Vidyut Vitran Nigam Ltd. Thru' M.D. & Ors.

**Counsel for Petitioner :-** Bidhan Chandra Rai

**Counsel for Respondent :-** W.H. Khan,S.C.

WITH

**Case :- WRIT - C No. - 1541 of 2006**

**Petitioner :-** M/S Mahehswari Roller Flour Mills Pvt. Ltd. And Another

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. And Others

**Counsel for Petitioner :-** Seema Agrawal, Mayank Agarwal

**Counsel for Respondent :-** A.S.G.I. 2006/66, W.H. Khan

WITH

**Case :- WRIT - C No. - 31394 of 2009**

**Petitioner :-** Awtar Singh

**Respondent :-** State Of U.P. Thru' Secy. & Others

**Counsel for Petitioner :-** S.K. Pandey, R.K. Pandey

**Counsel for Respondent :-** C.S.C., Mridul Tripathi

WITH

**Case :- WRIT - C No. - 2432 of 2006**

**Petitioner :-** M/S Jalan Concast Ltd.

**Respondent :-** State Of U.P. And Others

**Counsel for Petitioner :-** Hare Krishna Mishra, Vishal Dixit

**Counsel for Respondent :-** C.S.C., Mahboob Ahmad, W.H. Khan

WITH

**Case :- WRIT - C No. - 27736 of 2006**

**Petitioner :-** M/S Kirti Paper Manufacturing Co. And Another

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Limited And Others

**Counsel for Petitioner :-** Seema Agrawal, Mayank Agrawal

**Counsel for Respondent :-** A.S.G.I. 2006/1265, Dr. A.K.

Nigam, J.P. Singh, W.H. Khan

WITH

**Case :- WRIT - C No. - 53044 of 2004**

**Petitioner :-** M/S Rathi Industries Thru' Auth. Signatory

**Respondent :-** State Of U.P. Thru' Secy. Energy Deptt. & Ors.

**Counsel for Petitioner :-** Krishna Agrawal, Anubhav Trivedi, B.C. Rai

**Counsel for Respondent :-** C.S.C., J.H. Khan, W.H. Khan

WITH

**Case :- WRIT - C No. - 29673 of 2007**

**Petitioner :-** M/S Vardhaman Industries

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Limited And Others

**Counsel for Petitioner :-** Seema Agrawal, Mayank Agrawal

**Counsel for Respondent :-** A.S.G.I., A.N. Singh, H.P. Dube

WITH

**Case :-** WRIT - C No. - 34247 of 2006

**Petitioner :-** M/S. Sandeep Electroad Pvt. Ltd.

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Limited Thru' Its M.D.

**Counsel for Petitioner :-** Pramod Kumar Jain

**Counsel for Respondent :-** A.K. Mehrotra, S.C.

WITH

**Case :-** WRIT - C No. - 61389 of 2010

**Petitioner :-** M/S Pooja Ice Factory

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. And Others

**Counsel for Petitioner :-** Mayank Agrawal

**Counsel for Respondent :-** Pankaj Kumar Shukla, A. N. Singh

WITH

**Case :-** WRIT - C No. - 61387 of 2010

**Petitioner :-** M/S Aggarwal Ice Factory And Another

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. And Others

**Counsel for Petitioner :-** Mayank Agrawal

**Counsel for Respondent :-** Pankaj Kumar Shukla, A. N. Singh

WITH

**Case :-** WRIT - C No. - 61781 of 2010

**Petitioner :-** M/S Ramesh Ice Factory And Another

**Respondent :-** Paschimanchal Vidyut Vitran Nigam And Others

**Counsel for Petitioner :-** Mayank Agrawal

**Counsel for Respondent :-** Pankaj Kumar Shukla, A. N. Singh

WITH

**Case :-** WRIT - C No. - 30484 of 2009

**Petitioner :-** M/S Trikoot Iron And Steel Casting Limited

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Limited & Others

**Counsel for Petitioner :-** B.C. Rai

**Counsel for Respondent :-** A.N. Singh, Pankaj Kumar Shukla

WITH

**Case :-** WRIT - C No. - 30457 of 2009

**Petitioner :-** M/S Sarvottam Rolling Mills (Pvt.) Ltd.

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. And Others

**Counsel for Petitioner :-** B.C. Rai,Pankaj Kumar Shukla

**Counsel for Respondent :-** A.N. Singh

WITH

**Case :-** WRIT - C No. - 30754 of 2009

**Petitioner :-** M/S Durga Ispat (Pvt) Limited

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Limited And Others

**Counsel for Petitioner :-** B.C. Rai

**Counsel for Respondent :-** Pankaj Kr. Shukla,A.N. Singh

WITH

**Case :-** WRIT - C No. - 30753 of 2009

**Petitioner :-** M/S Amba Steels (A Unit Of K.P. Steel Products Ltd)

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Limited And Others

**Counsel for Petitioner :-** B.C. Rai

**Counsel for Respondent :-** Pankaj Kr. Shukla,A.N. Singh

WITH

**Case :-** WRIT - C No. - 30751 of 2009

**Petitioner :-** M/S Avadh Alloys (Pvt) Limited

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Limited And Others

**Counsel for Petitioner :-** B.C. Rai

**Counsel for Respondent :-** Pankaj Kr. Shukla,A.N. Singh

WITH

**Case :-** WRIT - C No. - 52897 of 2004

**Petitioner :-** M/S Rathi Super Steels Ltd. Thru' Executive Director & Anr.

**Respondent :-** State Of U.P. Thru' Secy. Energy Deptt. & Ors.

**Counsel for Petitioner :-** Anubhav Trivedi,B.C. Rai

**Counsel for Respondent :-** C.S.C.,J.H.Khan,W.H. Khan

WITH

**Case :-** WRIT - C No. - 39838 of 2007

**Petitioner :-** M/S Agrawal Ice Factory & Another

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. & Others

**Counsel for Petitioner :-** Mayank Agrawal,Seema Agrawal

**Counsel for Respondent :-** A.S.G.I.,A.N. Singh,H.P. Dube

WITH

**Case :-** WRIT - C No. - 28491 of 2007

**Petitioner :-** M/S Arihant Ice Factor And Another

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. And Others

**Counsel for Petitioner :-** Mayank Agrawal,Mayank Agrawal,Seema Agarwal

**Counsel for Respondent :-** H.P. Dube,A.S.G.I. 2007/1162,S.C.

WITH

**Case :-** WRIT - C No. - 28492 of 2007

**Petitioner :-** M/S Arihant Textiles And Another

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. And Others

**Counsel for Petitioner :-** Mayank Agrawal,Seema Agrawal

**Counsel for Respondent :-** H.P. Dube,A.S.G.I. 2007/1163,S.C.

WITH

**Case :-** WRIT - C No. - 51511 of 2007

**Petitioner :-** M/S Wings Food Industries Thru' Its Partner And Another

**Respondent :-** P.V.V.N. Ltd. Thru' Its Md.. And Others

**Counsel for Petitioner :-** Mayank Agrawal,Seema Agrawal

**Counsel for Respondent :-** A.S.G.I.,A.N. Singh,H.P. Dube

WITH

**Case :-** WRIT - C No. - 619 of 2005

**Petitioner :-** M/S Rayana Paper Board Industries Ltd.

**Respondent :-** Unp. Power Corporation & Others

**Counsel for Petitioner :-** H.K. Misra,Vishal Dixit

**Counsel for Respondent :-** W.H. Khan,S.C.

WITH

**Case :-** WRIT - C No. - 24221 of 2005

**Petitioner :-** M/S Devpriya Industries Ltd.

**Respondent** :- Paschimanchal Vidyut Vitran Nigam & Others  
**Counsel for Petitioner** :- Mayank Agrawal,Seema Agrawal  
**Counsel for Respondent** :- W.H. Khan,Nripendra Mishra,S.C.

WITH

**Case** :- WRIT - C No. - 24225 of 2005

**Petitioner** :- M/S Devpriya Papers Pvt. Ltd. Thru' Director & Anr.  
**Respondent** :- Paschimanchal Vidyut Vitran Nigam & Others  
**Counsel for Petitioner** :- Mayank Agrawal  
**Counsel for Respondent** :- W.H. Khan,Nripendra Mishra,S.C.

WITH

**Case** :- WRIT - C No. - 24228 of 2005

**Petitioner** :- M/S Devpriya Product Ltd. Thru' Director  
**Respondent** :- Paschimanchal Vidyut Vitran Nigam & Others  
**Counsel for Petitioner** :- Mayank Agrawal,Seema Agrawal  
**Counsel for Respondent** :- W.H. Khan,S.C.

WITH

**Case** :- WRIT - C No. - 31769 of 2007

**Petitioner** :- M/S India Ice Factory & Another  
**Respondent** :- Paschimanchal Vidyut Vitran Nigam Limited & Others  
**Counsel for Petitioner** :- Seema Agrawal,Mayank Agrawal  
**Counsel for Respondent** :- A.S.G.I.,H.P. Dube

WITH

**Case** :- WRIT - C No. - 58426 of 2005

**Petitioner** :- M/S Kundan Castings Pvt. Ltd.  
**Respondent** :- U.P. Power Corporation Ltd. & Others  
**Counsel for Petitioner** :- Bidhan Chandra Rai  
**Counsel for Respondent** :- A.S.G.I.,K.C. Sinha,W.H. Khan

WITH

**Case** :- WRIT - C No. - 59027 of 2005

**Petitioner** :- M/S Bharat Steel Rolling Mills Thru' Partner  
**Respondent** :- U.P. Power Corporation Ltd. Thru' Chairman & Ors.  
**Counsel for Petitioner** :- B.C. Rai  
**Counsel for Respondent** :- A.S.G.I.,W.H. Khan

WITH

**Case :- WRIT - C No. - 61779 of 2010**

**Petitioner :-** M/S Vardhaman Industries

**Respondent :-** Paschimanchal Vidyut Vitran Nigam And Others

**Counsel for Petitioner :-** Mayank Agrawal

**Counsel for Respondent :-** Pankaj Kumar Shukla,A.N. Singh

WITH

**Case :- WRIT - C No. - 37613 of 2009**

**Petitioner :-** M/S Rathi Steel & Power Ltd

**Respondent :-** Pashimanchal Vidyut Vitran Nigam Ltd And Others

**Counsel for Petitioner :-** B.C. Rai

**Counsel for Respondent :-** Pankaj Kumar Shukla,A.N. Singh

WITH

**Case :- WRIT - C No. - 30584 of 2009**

**Petitioner :-** M/S Swarup Castings Pvt Ltd And Another

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Limited And Others

**Counsel for Petitioner :-** Mayank Agrawal

**Counsel for Respondent :-** Pankaj Kumar Shukla,A.N. Singh

WITH

**Case :- WRIT - C No. - 30580 of 2009**

**Petitioner :-** M/S Swarup Rolling Mills Limited And Another

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Limited And Others

**Counsel for Petitioner :-** Mayank Agrawal

**Counsel for Respondent :-** A.N. Singh,P.K. Shukla

WITH

**Case :- WRIT - C No. - 30458 of 2009**

**Petitioner :-** M/S Dev Concast (Pvt.) Ltd.

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. And Others

**Counsel for Petitioner :-** B.C. Rai,Pankaj Kumar Shukla

**Counsel for Respondent :-** A.N. Singh

WITH

**Case :- WRIT - C No. - 37663 of 2009**

**Petitioner :-** M/S Suyash Craft And Paper Ltd.

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. And Others

**Counsel for Petitioner :-** Mayank Agarwal

**Counsel for Respondent :-** Pankaj Kumar Shukla,A.N. Singh

WITH

**Case :-** WRIT - C No. - 31361 of 2009

**Petitioner :-** M/S Akashdeep Cold Storage P. Ltd. Thru' Director S.C. Gupta

**Respondent :-** Dakshinanchal Vidyut Vitran Nigam Ltd. Thru' M.D. & Others

**Counsel for Petitioner :-** Mayank Agrawal

**Counsel for Respondent :-** Rajesh Tripathi,A.N. Singh

WITH

**Case :-** WRIT - C No. - 26524 of 2009

**Petitioner :-** M/S Parmarth Industries (Pvt.) Limited

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Limited And **Another**

**Counsel for Petitioner :-** B.C. Rai, Prateek Kumar

**Counsel for Respondent :-** Pankaj Kumar Shukla, A.N. Singh

WITH

**Case :-** WRIT - C No. - 57682 of 2005

**Petitioner :-** M/S Anjani Steels (Pvt.) Ltd. Thru' Director

**Respondent :-** U.P. Power Corporation Ltd. Thru' Chairman & Ors.

**Counsel for Petitioner :-** Bidhan Chandra Rai

**Counsel for Respondent :-** A.S.G.I.,J.H. Khan,W.H. Khan

WITH

**Case :-** WRIT - C No. - 57714 of 2005

**Petitioner :-** M/S Abhinav Steels (Pvt.) Ltd. Thru' Director

**Respondent :-** U.P. Power Corporation Ltd. Thru' Chairman & Others

**Counsel for Petitioner :-** Bidhan Chandra Rai

**Counsel for Respondent :-** A.S.G.I.,J.H. Khan,K.C. Sinha,Mahboob Ahmad,W.H. Khan

WITH

**Case :-** WRIT - C No. - 58425 of 2005

**Petitioner :-** M/S Sigma Castings Ltd.

**Respondent :-** U.P. Power Corporation Ltd. & Others

**Counsel for Petitioner :-** Bidhan Chandra Rai

**Counsel for Respondent :-** A.S.G.I.,K.C. Sinha,W.H. Khan

WITH

**Case :-** WRIT - C No. - 58337 of 2005

**Petitioner :-** M/S Avadh Alloys (P.) Ltd.

**Respondent :-** U.P.P.C.L. & Others

**Counsel for Petitioner :-** B.C. Rai

**Counsel for Respondent :-** A.S.G.I.,W.H. Khan

WITH

**Case :-** WRIT - C No. - 44352 of 2005

**Petitioner :-** M/S Shri Rathi Steel Limited Thru' Director & Anr.

**Respondent :-** U.P. Power Corporation Ltd. & Others

**Counsel for Petitioner :-** Bidhan Chandra Rai

**Counsel for Respondent :-** W.H. Khan,S.C.

WITH

**Case :-** WRIT - C No. - 56776 of 2005

**Petitioner :-** M/S Vehlna Steels & Alloys (Pvt.) Ltd.

**Respondent :-** U.P. Power Corporation Ltd. Thru' Chairman & Ors.

**Counsel for Petitioner :-** Bidhan Chandra Rai

**Counsel for Respondent :-** A.S.G.I.,W.H. Khan

WITH

**Case :-** WRIT - C No. - 55276 of 2005

**Petitioner :-** Khatauli Ispat Pvt. Ltd. Thru' M.D.

**Respondent :-** U.P. Power Corporation Limtied Thru' Chairman & Others

**Counsel for Petitioner :-** R.N. Pandey

**Counsel for Respondent :-** A.S.G.I.,K.C. Sinha,W.H. Khan

WITH

**Case :-** WRIT - C No. - 61972 of 2005

**Petitioner :-** M/S Singhal Galvanizing Industries Thru' Partner

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. & Ors.

**Counsel for Petitioner :-** Bidhan Chandra Rai

**Counsel for Respondent :-** A.S.G.I.,Amarendra Nath Singh,K.C. Sinha,W.H. Khan

WITH

**Case :-** WRIT - C No. - 62047 of 2005

**Petitioner :-** M/S Printer Alloys Limited Thru' Director

**Respondent :-** Purvanchal Vidyut Vitran Nigam Ltd. & Others

**Counsel for Petitioner :-** Bidhan Chandra Rai

**Counsel for Respondent :-** A.S.G.I.,A.N. Singh,K.C. Sinha,W.H. Khan

WITH

**Case :-** WRIT - C No. - 65885 of 2005

**Petitioner :-** M/S Durga Ispat (P) Ltd. Thru' Director

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. & Others

**Counsel for Petitioner :-** Bidhan Chandra Rai

**Counsel for Respondent :-** W.H. Khan,A.N. Singh,K.C. Sinha

WITH

**Case :-** WRIT - C No. - 67140 of 2005

**Petitioner :-** M/S Rathi Industries Ltd. Thru' Auth. Signatory

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. & Others

**Counsel for Petitioner :-** B.C. Rai,Amit Shukla

**Counsel for Respondent :-** A.S.G.I.,A.N. Singh,K.C. Sinha,W.H. Khan

WITH

**Case :-** WRIT - C No. - 67141 of 2005

**Petitioner :-** M/S Rathi Super Steels Ltd. Thru' Auth. Signatory

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. & Others

**Counsel for Petitioner :-** B.C. Rai,Krishna Agarwal

**Counsel for Respondent :-** A.S.G.I.,A.N. Singh,K.C. Sinha,W.H. Khan

WITH

**Case :-** WRIT - C No. - 67281 of 2005

**Petitioner :-** M/S K.L. Rathi Steels Ltd. Thru' Auth. Signatory

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. Thru' M.D. & Others

**Counsel for Petitioner :-** Bidhan Chandra Rai,Anubhav Trivedi

**Counsel for Respondent :-** A.S.G.I.,A.N. Singh,W.H. Khan

WITH

**Case :-** WRIT - C No. - 67341 of 2005

**Petitioner :-** M/S Rana Steels Thru' Director

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. & Ors.

**Counsel for Petitioner :-** Bidhan Chandra Rai

**Counsel for Respondent :-** A.S.G.I.,A.N. Singh,K.C. Sinha,W.H. Khan

WITH

**Case :-** WRIT - C No. - 30132 of 2007

**Petitioner :-** M/S Modinagar Paper Mills Ltd. & Another

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Limited & Others

**Counsel for Petitioner :-** Seema Agrawal,Mayank Agrawal

**Counsel for Respondent :-** A.S.G.I.,A.N. Singh,H.P. Dube

WITH

**Case :-** WRIT - C No. - 49797 of 2007

**Petitioner :-** M/S Singh Cold Storage And Ice Plant

**Respondent :-** P.V.V.N. Ltd. And Others

**Counsel for Petitioner :-** Manu Ghildyal,M.R.Gupta

**Counsel for Respondent :-** A.S.G.I.,H.P. Dube

WITH

**Case :-** WRIT - C No. - 49799 of 2007

**Petitioner :-** M/S Abhay Cold Storage Pvt. Ltd.

**Respondent :-** P.V.V.N. Ltd. And Others

**Counsel for Petitioner :-** Manu Ghildyal,M.R.Gupta

**Counsel for Respondent :-** A.S.G.I.,H.P. Dube

WITH

**Case :-** WRIT - C No. - 49791 of 2007

**Petitioner :-** M/S Alawalpur Cold Storage & Ice Industries Pvt. Ltd.

**Respondent :-** Purvanchal Vidyut Vitran Nigam Ltd. & Others

**Counsel for Petitioner :-** Manu Ghildyal,M.R.Gupta

**Counsel for Respondent :-** A.S.G.I.,H.P. Dube

WITH

**Case :-** WRIT - C No. - 49792 of 2007

**Petitioner :-** M/S Ghazipur Cold Storage & Factory

**Respondent :-** Purvanchal Vidyut Vitran Nigam Ltd. & Others

**Counsel for Petitioner :-** Manu Ghildyal,M.R.Gupta

**Counsel for Respondent :-** A.S.G.I.,H.P. Dube

WITH

**Case :- WRIT - C No. - 49795 of 2007**

**Petitioner :-** M/S Kamta Prasad Cold Storage

**Respondent :-** P.V.V.N. Ltd. And Others

**Counsel for Petitioner :-** Manu Ghildyal,M.R.Gupta

**Counsel for Respondent :-** A.S.G.I.,H.P. Dube

WITH

**Case :- WRIT - C No. - 49788 of 2007**

**Petitioner :-** Ram Lal Cold Storage

**Respondent :-** Purvanchal Vidyut Vitran Nigam Ltd. & Others

**Counsel for Petitioner :-** Manu Ghildyal

**Counsel for Respondent :-** A.S.G.I.,H.P. Dube

WITH

**Case :- WRIT - C No. - 62228 of 2008**

**Petitioner :-** M/S Olympic Zippers Ltd.

**Respondent :-** Managing Director, Paschimanchal Vidyut Vitran N.Ltd.& Anr.

**Counsel for Petitioner :-** Anoop Trivedi

**Counsel for Respondent :-** H.P. Dube,Pankaj Kumar Shukla

WITH

**Case :- WRIT - C No. - 52596 of 2008**

**Petitioner :-** Singhal Galvanizing Industries

**Respondent :-** Managing Director P.V.V.N.L. And Another

**Counsel for Petitioner :-** B.C. Rai,Dinesh Rai

**Counsel for Respondent :-** H.P. Dube

WITH

**Case :- WRIT - C No. - 62234 of 2008**

**Petitioner :-** M/S Olympic Petro Products Ltd.

**Respondent :-** Managing Director, Paschimanchal Vidyut Vitran Nigam & Anr.

**Counsel for Petitioner :-** Anoop Trivedi

**Counsel for Respondent :-** H.P. Dube,Pankaj Kumar Shukla

WITH

**Case :-** WRIT - C No. - 10753 of 2010

**Petitioner :-** M/S Mahashakti Cold Storage

**Respondent :-** State Of U.P. And Others

**Counsel for Petitioner :-** B.C. Rai

**Counsel for Respondent :-** C.S.C.,A.N. Singh,Pankaj Kumar Shukla

WITH

**Case :-** WRIT - C No. - 26920 of 2009

**Petitioner :-** M/S Mantora Oil Products Ltd.

**Respondent :-** Dakshinanchal Vidyut Vitran Nigam Ltd. And Others

**Counsel for Petitioner :-** Mayank Agrawal,Vijay Singh Gaur

**Counsel for Respondent :-** A. N. Singh,Dharmendra Srivastava,Rajesh Tripathi

WITH

**Case :-** WRIT - C No. - 52911 of 2010

**Petitioner :-** Singhal Galvanizing Industries

**Respondent :-** PvvnL And Others

**Counsel for Petitioner :-** B.C. Rai

**Counsel for Respondent :-** Pankaj Kumar Shukla,A.N. Singh,S.C.

WITH

**Case :-** WRIT - C No. - 51608 of 2010

**Petitioner :-** M/S Shri Satguru Metalloys (P.) Ltd.

**Respondent :-** P.V.V.N.L. And Others

**Counsel for Petitioner :-** B.C. Rai

**Counsel for Respondent :-** Pankaj Kumar Shukla,A.N. Singh

WITH

**Case :-** WRIT - C No. - 19564 of 2010

**Petitioner :-** M/S. Kothiwal Ice & Cold Storage Pvt. Ltd.

**Respondent :-** Dakshinanchal Vidyut Vitran Nigam & Ors.

**Counsel for Petitioner :-** Mayank Agrawal

**Counsel for Respondent :-** A.N. Singh,Rajesh Tripathi,S.C.

WITH

**Case :-** WRIT - C No. - 19566 of 2010

**Petitioner :-** M/S. Agarwal Cold Storage & Ice Factory

**Respondent :-** Dakshinanchal Vidyut Vitran Nigam Ltd. & Ors.

**Counsel for Petitioner :-** Mayank Agrawal

**Counsel for Respondent :-** Rajesh Tripathi,A.N. Singh,Rajesh Tripathi

WITH

**Case :-** WRIT - C No. - 30755 of 2009

**Petitioner :-** M/S Amba Steels (A Unit Of K.P. Steel Products Ltd)

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Limited And Others

**Counsel for Petitioner :-** B.C. Rai

**Counsel for Respondent :-** Pankaj Kr. Shukla,A.N. Singh

WITH

**Case :-** WRIT - C No. - 32366 of 2009

**Petitioner :-** Lakshmi Oil And Vanaspati Pvt. Ltd.

**Respondent :-** Dakshinanchal Vidyut Vitran Nigam Ltd. And Others

**Counsel for Petitioner :-** Ashwani Mishra

**Counsel for Respondent :-** Rajesh Tripathi,Dharmendra Srivastava,Dharmendra Srivastava

WITH

**Case :-** WRIT - C No. - 38965 of 2009

**Petitioner :-** M. Aristo Gram Udyog And Another

**Respondent :-** U.P. Power Corporation Ltd. And Others

**Counsel for Petitioner :-** S.M.G. Asghar

**Counsel for Respondent :-** A.S.G.I.,Pankaj Kumar Shukla

WITH

**Case :-** WRIT - C No. - 48280 of 2006

**Petitioner :-** Durga Ispat Pvt. Limited

**Respondent :-** U.P. Powr Corporation Limited And Others

**Counsel for Petitioner :-** Bidhan Chandra Rai

**Counsel for Respondent :-** Addl. S.G.I.,A.K. Mehrotra,A.N. Singh,H.P. Dubey,S.C.

WITH

**Case :-** WRIT - C No. - 48543 of 2006

**Petitioner :-** Amba Steels

**Respondent :-** U.P.P.C.L. And Others

**Counsel for Petitioner :-** Bidhan Chandra Rai

**Counsel for Respondent :-** Addl. S.G.I.,A.K. Mehrotra,A.N. Singh,H.P. Dubey,K.C.Misra,S.C.

WITH

**Case :-** WRIT - C No. - 48569 of 2006

**Petitioner :-** Amba Steels

**Respondent :-** U.P. Power Corporation Ltd. And Others

**Counsel for Petitioner :-** Bidhan Chandra Rai

**Counsel for Respondent :-** Addl. S.G.I.,A.K. Mehrotra,A.N. Singh,H.P. Dubey,S.C.

WITH

**Case :-** WRIT - C No. - 52000 of 2006

**Petitioner :-** Avadh Alloys (Pvt.) Ltd.

**Respondent :-** U.P. Power Corporation Ltd. And Others

**Counsel for Petitioner :-** Bidhan Chandra Rai

**Counsel for Respondent :-** Addl. S.G.I.,A.K. Mehrotra,A.N. Singh,H.P. Dubey,S.C.

WITH

**Case :-** WRIT - C No. - 61782 of 2008

**Petitioner :-** M/S Sumit Agrro Products Ltd. And Another

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. And Another

**Counsel for Petitioner :-** Mayank Agrawal,Seema Agrawal

**Counsel for Respondent :-** H.P. Dube,Pankaj Kumar Shukla

WITH

**Case :-** WRIT - C No. - 58456 of 2006

**Petitioner :-** Bharat Steel Rolling Mills

**Respondent :-** U.P. Power Corporation Limited And Others

**Counsel for Petitioner :-** Bidhan Chandra Rai

**Counsel for Respondent :-** Addl. S.G.I.,A.K. Mehrotra,A.N. Singh,H.P. Dubey,Ved Prakash

WITH

**Case :-** WRIT - C No. - 53238 of 2006

**Petitioner :-** Bharat Steel Rolling Mills Unit-2

**Respondent :-** U.P. Power Corporation Ltd. And Others

**Counsel for Petitioner :-** Bidhan Chandra Rai

**Counsel for Respondent :-** Addl. S.G.I.,A.K. Mehrotra,A.N. Singh,H.P. Dubey

WITH

**Case :-** WRIT - C No. - 53046 of 2004

**Petitioner :-** M/S Vehlna Steels & Alloys (P) Ltd. Thru' Director

**Respondent :-** U.P.P.C.L. Thru' Chairman & Others

**Counsel for Petitioner :-** B.C. Rai

**Counsel for Respondent :-** W.H. Khan,J.H.Khan,S.C.

WITH

**Case :-** WRIT - C No. - 61770 of 2005

**Petitioner :-** M/S Premeir Ispat (Pvt.) Ltd. Thru' Director Amit Jain

**Respondent :-** Dakshinanchal Vidyut Vitan Nigam Ltd And Others

**Counsel for Petitioner :-** Bidhan Chandra Rai

**Counsel for Respondent :-** S.S.C.,A.N. Singh,W.H. Khan

WITH

**Case :-** WRIT - C No. - 66722 of 2005

**Petitioner :-** Aristo Gram Udyog Thru' Secy. Usman Khan & Another

**Respondent :-** U.P. Power Corporation Limited Thru' Chairman & Others

**Counsel for Petitioner :-** V.M. Zaidi

**Counsel for Respondent :-** A.S.G.I.,K.C. Sinha,W.H. Khan

WITH

**Case :-** WRIT - C No. - 43757 of 2014

**Petitioner :-** M/S Prime Pulp & Paper Pvt. Ltd.

**Respondent :-** Paschimanchal Vidyut Vitan Nigam Ltd. & 2 Others

**Counsel for Petitioner :-** Jagdish Prasad Mishra

**Counsel for Respondent :-** A.K. Saxena,A.N.Singh,A.K. Saxena

WITH

**Case :-** WRIT - C No. - 43770 of 2015

**Petitioner :-** M/S Dayachand Engineering India Pvt. Ltd.

**Respondent :-** Paschimanchal Vidyut Vitan Nigam Ltd. & 2 Others

**Counsel for Petitioner :-** Mayank Agrawal

**Counsel for Respondent :-** A.K. Saxena,A.N. Singh,S.C.

WITH

**Case :-** WRIT - C No. - 45438 of 2015

**Petitioner :-** M/S Silverton Pulp And Papers Pvt. Ltd.

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. And Another

**Counsel for Petitioner :-** Mayank Agarwal

**Counsel for Respondent :-** A.K. Saxena,S.C.

WITH

**Case :-** WRIT - C No. - 44732 of 2015

**Petitioner :-** M/S Ariso Craft Papers Pvt. Ltd. Thru' Its Director

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. & 2 Others

**Counsel for Petitioner :-** Mayank Agrawal

**Counsel for Respondent :-** A.N. Singh,A.K. Saxena,S.C.

WITH

**Case :-** WRIT - C No. - 34994 of 2013

**Petitioner :-** M/S Sumiti Alloys Pvt. Ltd.

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. And 2 Others

**Counsel for Petitioner :-** Mayank Agrawal,Ankit Kumar Gaur

**Counsel for Respondent :-** A.N. Sigh,Chandan Agrawal,S.C.

WITH

**Case :-** WRIT - C No. - 35004 of 2013

**Petitioner :-** M/S Amritvarsha Industries

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. And 2 Others

**Counsel for Petitioner :-** Mayank Agrawal,Ankit Kumar Gaur

**Counsel for Respondent :-** A.N. Sigh,Chandan Agrawal,S.C.

WITH

**Case :-** WRIT - C No. - 35159 of 2013

**Petitioner :-** M/S Bhawani Roller Flour Mills Ltd.

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. And 2 Others

**Counsel for Petitioner :-** Mayank Agrawal,Ankit Kumar Gaur

**Counsel for Respondent :-** A.N. Singh,Chandan Agarwal,S.C.

WITH

**Case :-** WRIT - C No. - 35305 of 2013

**Petitioner :-** M/S Suchi Paper Mills Ltd.

**Respondent :-** Paschimanchal Vidyut Vtran Nigam Ltd. And 2 Others

**Counsel for Petitioner :-** Mayank Agrawal,Ankit Kumar Gaur

**Counsel for Respondent :-** A.N. Singh,Chandan Agarwal,S.C.

WITH

**Case :-** WRIT - C No. - 35396 of 2013

**Petitioner :-** Devi Das Ram Das Cold Storage And 4 Others

**Respondent :-** State Of U.P. Thru Secy. And 2 Others

**Counsel for Petitioner :-** Anshul Kumar Singhal,Vinod Kumar Agrawal

**Counsel for Respondent :-** C.S.C.,A.L. Yadav

WITH

**Case :-** WRIT - C No. - 35397 of 2013

**Petitioner :-** Singhal Cold Storage And Alloyd Industries And 4 Others

**Respondent :-** State Of U.P. Thru Secy. And 2 Others

**Counsel for Petitioner :-** Anshul Kumar Singhal,Vinod Kumar Agrawal

**Counsel for Respondent :-** C.S.C.,A.L. Yadav

WITH

**Case :-** WRIT - C No. - 35399 of 2013

**Petitioner :-** S.B. Ice & Cold Storage And 4 Others

**Respondent :-** State Of U.P. Thru Secy. And 2 Others

**Counsel for Petitioner :-** Anshul Kumar Singhal,Vinod Kumar Agrawal

**Counsel for Respondent :-** C.S.C.,A.L. Yadav

WITH

**Case :-** WRIT - C No. - 34868 of 2013

**Petitioner :-** M/S Sterling Machine Tools

**Respondent :-** State Of U.P. And 2 Others

**Counsel for Petitioner :-** Anshul Kumar Singhal,Vinod Kumar Agrawal

**Counsel for Respondent :-** C.S.C.,A.L. Yadav

WITH

**Case :-** WRIT - C No. - 34862 of 2013

**Petitioner :-** M/S Ambika Polytubes And 5 Others

**Respondent :-** State Of U.P. And 2 Others

**Counsel for Petitioner :-** Anshul Kumar Singhal,Vinod Kumar Agrawal

**Counsel for Respondent :-** C.S.C.,A.L. Yadav

WITH

**Case :-** WRIT - C No. - 46751 of 2013

**Petitioner :-** M/S Baba Cold Storage

**Respondent :-** Dakshinanchal Vidyut Vitran Nigam Ltd. And 2 Others

**Counsel for Petitioner :-** Anshul Kumar Singhal, Vinod Kumar Agrawal

**Counsel for Respondent :-** C.S.C., Baleshwar Chaturvedi

WITH

**Case :-** WRIT - C No. - 46848 of 2013

**Petitioner :-** Bhole Baba Ice And Cold Storage Pvt. Ltd. And 4 Ors.

**Respondent :-** State Of U.P. And 2 Others

**Counsel for Petitioner :-** Vinod Kumar Agrawal, Anshul Kumar Singhal

**Counsel for Respondent :-** C.S.C., Baleshwar Chaturvedi

WITH

**Case :-** WRIT - C No. - 46849 of 2013

**Petitioner :-** Goyal Metal Industries And 2 Others

**Respondent :-** State Of U.P. And 2 Others

**Counsel for Petitioner :-** Vinod Kumar Agrawal, Anshul Kumar Singhal

**Counsel for Respondent :-** C.S.C., Baleshwar Chaturvedi

WITH

**Case :-** WRIT - C No. - 32006 of 2016

**Petitioner :-** M/S Bihariji Containers Pvt. Ltd.

**Respondent :-** State Of U.P. And 3 Ors.

**Counsel for Petitioner :-** Sourabh Pathak

**Counsel for Respondent :-** C.S.C., A.N. Singh, Nripendra Mishra

WITH

**Case :-** WRIT - C No. - 67682 of 2015

**Petitioner :-** M/S Mahaveer Udyog And 2 Others

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. And Another

**Counsel for Petitioner :-** Nipun Singh

**Counsel for Respondent :-** Awadhesh Kumar Saxena, Awadhesh Kumar Saxena, S.C.

WITH

**Case :-** WRIT - C No. - 63326 of 2015

**Petitioner :-** M/S J.S. Jain Agro Industries Pvt. Ltd.

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. And Anr.

**Counsel for Petitioner :-** Nipun Singh

**Counsel for Respondent :-** Awadhesh Kumar Saxena, Awadhesh Kumar Saxena, Nripendra Mishra

WITH

**Case :-** WRIT - C No. - 33733 of 2014

**Petitioner :-** M/S White Metallic Thru' Auth. Signatory Manoj Kumar

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. & 2 Others

**Counsel for Petitioner :-** Mayank Agrawal

**Counsel for Respondent :-** A.N. Singh, Chandan Agrawal

WITH

**Case :-** WRIT - C No. - 33464 of 2014

**Petitioner :-** M/S The Bahabir Jute Mills Ltd.

**Respondent :-** Purvanchal Vidyut Vitran Nigam Ltd. And 2 Others

**Counsel for Petitioner :-** Mayank Agrawal

**Counsel for Respondent :-** A.N. Singh, Mahboob Ahmad

WITH

**Case :-** WRIT - C No. - 30363 of 2014

**Petitioner :-** M/S. Galaxy Papers Pvt. Ltd.

**Respondent :-** Paschimanchal Vidyut Vitran Nigam And 2 Ors.

**Counsel for Petitioner :-** Vinay Sharma, A.N. Singh

**Counsel for Respondent :-** Nripendra Mishra

WITH

**Case :-** WRIT - C No. - 33736 of 2014

**Petitioner :-** M/S Vinayak Rathi Rolling Mills Pvt. Ltd. Thru' Auth. Sign.

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. & 2 Others

**Counsel for Petitioner :-** Mayank Agrawal

**Counsel for Respondent :-** A.N. Singh, Nripendra Mishra

WITH

**Case :-** WRIT - C No. - 33734 of 2014

**Petitioner :-** M/S Shri Rathi Steel Limited Thru' Auth. Sign. Manoj

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. & 2 Others

**Counsel for Petitioner :-** Mayank Agrawal

**Counsel for Respondent :-** A.N. Singh, Chandan Agrawal

WITH

**Case :-** WRIT - C No. - 30987 of 2014

**Petitioner :-** M/S Omar Cold Storage Pvt. Ltd.

**Respondent :-** Madhyanchal Vidut Vitran Nigam Ltd. And 2 Ors

**Counsel for Petitioner :-** Mayank Agrawal

**Counsel for Respondent :-** Shivam Yadav, A.N. Singh

WITH

**Case :-** WRIT - C No. - 29564 of 2014

**Petitioner :-** M/S Jai Hanuman Rice Mill Thru' Auth. Sign. B.K. Omar

**Respondent :-** Dakshinanchal Vidyut Vitran Nigam Ltd. & 2 Others

**Counsel for Petitioner :-** Mayank Agrawal

**Counsel for Respondent :-** Baleshwar Chaturvedi, A.N. Singh

WITH

**Case :-** WRIT - C No. - 29265 of 2014

**Petitioner :-** M/S Silverton Pulp & Papers Pvt. Ltd. Thru' Auth. Sign.

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. & 2 Others

**Counsel for Petitioner :-** Mayank Agrawal

**Counsel for Respondent :-** Nripendra Mishra, A.N. Singh

WITH

**Case :-** WRIT - C No. - 28910 of 2014

**Petitioner :-** M/S Chandrayan Cold Storage Thru' Director A.K. Chandel

**Respondent :-** U.P. Power Corporation Ltd. & 2 Others

**Counsel for Petitioner :-** Anshul Kumar Singhal, Vinod Kumar Agrawal

**Counsel for Respondent :-** Baleshwar Chaturvedi

WITH

**Case :-** WRIT - C No. - 26315 of 2008

**Petitioner :-** M/S Taj Paper Pvt Ltd And Another

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd And Others

**Counsel for Petitioner :-** Seema Agrawal, Mayank Agrawal

**Counsel for Respondent :-** A.N. Singh, H.P. Dube

WITH

**Case :-** WRIT - C No. - 25088 of 2014

**Petitioner :-** M/S Kumar Casting Pvt.Limited

**Respondent :-** U.P.Power Corporation Ltd. And 4 Others

**Counsel for Petitioner :-** Ranjit Saxena

**Counsel for Respondent :-** C.S.C.,A.S.G.I.-2014/9499,Nripendra Mishra

WITH

**Case :-** WRIT - C No. - 67346 of 2005

**Petitioner :-** M/S Bharat Steel Rolling Mills

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. & Ors.

**Counsel for Petitioner :-** Bidhan Chandra Rai

**Counsel for Respondent :-** A.S.G.I.,A.N. Singh,K.C. Sinha,W.H. Khan

WITH

**Case :-** WRIT - C No. - 43171 of 2008

**Petitioner :-** M/S Vehlna Steels & Alloys Pvt. Ltd. And Another

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. And Others

**Counsel for Petitioner :-** Mayank Agrawal,Seema Agrawal

**Counsel for Respondent :-** H.P. Dube,SC,Shobit Dubey

WITH

**Case :-** WRIT - C No. - 69598 of 2013

**Petitioner :-** M/S Narendra Steel

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. & 2 Others

**Counsel for Petitioner :-** Mayank Agrawal

**Counsel for Respondent :-** Nripendra Mishra,A.N. Singh,S.C.

WITH

**Case :-** WRIT - C No. - 44757 of 2008

**Petitioner :-** M/S Sri Satguru Rolling Mills Pvt. Ltd. And Another

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. And Others

**Counsel for Petitioner :-** Mayank Agrawal,Seema Agrawal

**Counsel for Respondent :-** A.N. Singh,H.P. Dube

WITH

**Case :-** WRIT - C No. - 25604 of 2007

**Petitioner :-** M/S Baba Alloys Pvt. Ltd. And Another

**Respondent :-** Paschimanchal Vidyut Vitran Nigam Ltd. And Another

**Counsel for Petitioner :-** Seema Agrawal,Mayank Agrawal

**Counsel for Respondent :-** H.P. Dube

WITH

**Case :- WRIT - C No. - 32059 of 2014**

**Petitioner :-** M/S Sparsh Industries Pvt. Ltd.

**Respondent :-** Dakshinanchal Vidyut Vitran Nigam Ltd. & 2 Others

**Counsel for Petitioner :-** Mayank Agrawal

**Counsel for Respondent :-** Baleshwar Chaturvedi,A.N. Singh

WITH

**Case :- WRIT - C No. - 44549 of 2016**

**Petitioner :-** M/S U.S.M. Alloys & Castings Pvt. Ltd.

**Respondent :-** State Of U.P. And 3 Others

**Counsel for Petitioner :-** Sourabh Pathak

**Counsel for Respondent :-** C.S.C.,Amrendra Nath Singh,Chandan Agarwal

WITH

**Case :- WRIT - C No. - 55137 of 2016**

**Petitioner :-** M/S Bab Ice And Cold Storage

**Respondent :-** Dakshinanchal Vidyut Vitran Nigam Ltd. And 2 Others

**Counsel for Petitioner :-** Anshul Kumar Singhal

**Counsel for Respondent :-** C.S.C.,Baleshwar Chaturvedi

WITH

**Case :- WRIT - C No. - 2275 of 2017**

**Petitioner :-** M/S S.R. Cold Storage Unit-I And Another

**Respondent :-** Dakshinanchal Vidyut Vitran Nigam Limited And 2 Others

**Counsel for Petitioner :-** Anshul Kumar Singhal

**Counsel for Respondent :-** C.S.C.,Baleshwar Chaturvedi

AND

**Case :- WRIT - C No. - 3472 of 2017**

**Petitioner :-** M/S S.R. Preservation Pvt. Ltd.

**Respondent :-** Dakshinanchal Vidyut Vitran Ninam Ltd. And 2 Others

**Counsel for Petitioner :-** Anshul Kumar Singhal

**Counsel for Respondent :-** C.S.C.,Baleshwar Chaturvedi

**Hon'ble Dilip B Bhosale, Chief Justice**

**Hon'ble Yashwant Varma, J**

(Per Dilip B Bhosale, CJ)

This bunch of writ petitions, under Article 226 of the Constitution of

India, challenge demand notices issued by Distribution Companies, through its Executive Engineers, whereby the petitioners are directed to/required to deposit additional security for supply of electricity, with the warning that if the payment of security is not made within the stipulated time, appropriate action would be taken in accordance with law. The petitions also challenge the provisions contained in clause (l) of Para 4.20 of the Electricity Supply Code, 2005 (for short, 'Supply Code, 2005') insofar as it provides 'as and when a distribution licensee provides a choice to consumer to opt' being ultra vires the provisions of sub-section (5) of Section 47 of the Electricity Act, 2003 (for short, 'Act, 2003'). It appears that in most of the writ petitions, this Court has granted interim orders in favour of the petitioners. Since the questions raised in the writ petitions are similar, the entire bunch of petitions is being disposed of by this common judgment.

In order to understand, appreciate and consider the controversy, it would be appropriate to state the facts in Writ Petition No. 30898 of 2016, to the extent they are necessary for our purpose. The petitioner – company, registered under the Companies Act, 1956, is an industrial unit, engaged in the manufacture of craft paper, mill-board, grey board, duplex board, copying and packaging paper. It is a consumer within the meaning of clause (15) of Section 2 of the Act, 2003, which draws electricity from respondent no.3 – Purvanchal Vidyut Vitran Nigam Limited, a State Power Distribution Company. The petitioners in all writ petitions consume high volume of electricity and are classified as High Tension (for short, 'HT') consumers. The petitioner – company got an electricity connection for which they had deposited a sum of Rs. 53,28,300/- towards security. According to petitioner,

respondent no.4 - Executive Engineer, Electricity Urban Distribution Division, of respondent No. 3 – State Power Distribution Company, in purported exercise of the powers under circular dated 07.03.1994 and the Supply Code, 2005, issued a demand notice dated 09.06.2016, for the financial year 2015-16, to pay a total security amount of Rs. 87,40,891. After adjusting the amount that was already paid, the petitioner was directed to pay the difference of the amount, i.e. Rs. 34,12,597/- . Such demand notices forced all the petitioners-HT consumers, to file writ petitions not only challenging the demand notices but also the provisions of clause (l) of Para 4.20 of the Supply Code, 2005 being ultra vires the provisions of sub-section (5) of Section 47 of the Act, 2003.

The petitioner claims, as provided for under Section 47(5) of Act, 2003, that it has already informed the respondent no.4 – Executive Engineer to install prepaid meters vide letter dated 21.04.2016 and in view thereof, no security, as contemplated by sub-section (1) of Section 47, is liable to be paid. On this ground alone, the impugned demand according to the petitioner is illegal. The petitioners have not challenged their liability to deposit security as such and what they have challenged is the impugned demand for additional security for supply of electricity. Similar are the facts and circumstances against which the petitioners in all other writ petitions have approached this Court, raising similar challenge after having received demand notices issued by the respective State Power Distribution Companies, and for uninterrupted electrical energy being supplied to them without providing prepaid meters under Section 47 (5) of the Act, 2003.

The provisions of clause (l) of Para 4.20 of the Supply Code, 2005,

which is under challenge, provides that a distribution licensee shall not be entitled to require security in pursuance of sub-section (1) of Section 47 of the Act, 2003, if the person requiring the supply is prepared to take the supply through a prepaid meter, “as and when distribution licensee provides a choice to consumer to opt for supply through prepaid meter”. This clause was inserted vide notification No. UPERC/Secy/Regulation/Supply Code/2006-517 dated 11.08.2006. This provision, according to the petitioner, is ultra vires the provisions contained in sub-section (5) of Section 47 of the Act, 2003.

It would be relevant and necessary, in order to appreciate and deal with the challenge, to reproduce Section 47 which reads thus:

**“47. Power to require security.- (1) Subject to the provisions of this section, a distribution licensee may require any person, who requires a supply of electricity in pursuance of Section 43, to give him reasonable security, as may be determined by regulations, for the payment to him of all monies which may become due to him–**

**(a) in respect of the electricity supplied to such person; or**

**(b) where any electric line or electrical plant or electric meter is to be provided for supplying electricity to such person, in respect of the provision of such line or plant or meter,**

**and if that person fails to give such security, the distribution licensee may, if he thinks fit, refuse to give the supply of electricity or to provide the line or plant or meter for the period during which the failure continues.**

**(2) Where any person has not given such security as is mentioned in sub-section (1) or the security given by any person has become invalid or insufficient, the distribution licensee may, by notice, require that person, within thirty days after the service of the notice, to give him**

reasonable security for the payment of all monies which may become due to him in respect of the supply of electricity or provision of such line or plant or meter.

(3) If the person referred to in sub-section (2) fails to give such security, the distribution licensee may, if he thinks fit, discontinue the supply of electricity for the period during which the failure continues.

(4) The distribution licensee shall pay interest equivalent to the bank rate or more, as may be specified by the concerned State Commission, on the security referred to in sub-section (1) and refund such security on the request of the person who gave such security.

**(5) A distribution licensee shall not be entitled to require security in pursuance of clause (a) of sub-section (1) if the person requiring the supply is prepared to take the supply through a pre-payment meter.”**

(emphasis supplied)

A plain reading of sub-section (5) of Section 47 shows that a distribution licensee shall not be entitled to require security in pursuance of clause (a) of sub-section (1), if the person requiring the supply is prepared to take the supply through a prepaid meter. In view of the language employed in Section 47, in particular sub-section (1) and sub-section (5) thereof, and the language used in clause (l) of Para 4.20 of the Supply Code, 2005, the petitioners contend that since they have opted for supply of electricity through prepaid meters, it is mandatory for the licensee, namely respondent no.3 – distribution company within the meaning of Section 14 of the Act, 2003, to provide and supply electricity through prepaid meters and the licensee cannot insist upon HT consumers to furnish security deposit/revised security deposit on the ground of increase in consumption of electricity and such action of the power distribution company is ex-facie illegal and

contrary to the statutory mandate. In short, they contend, it is illegal to insist upon the deposit of the differential amount of security on the ground of increase in consumption of electricity if the request of HT consumers for installation of prepaid meter is pending. They also contend that Section 47 (5) casts a duty on the licensee to secure prepaid meters and provide the same to HT consumers. They are denuded of the power to demand a security deposit once a request is made by the consumers for installation of prepaid meters.

Thus, the question that falls for our consideration is whether it is mandatory for a licensee to provide prepaid meters the moment such a request is made by the HT consumer, as provided for under Section 47(5) of Act, 2003 and/or whether it is open to a HT consumers to claim exemption from payment of additional security deposit as contemplated by sub-section (2) of Section 47 on the ground that their request for installation of a pre-payment meters is pending. We would also like to consider the question whether the provisions contained in clause (l) of Para 4.20 of Supply Code, 2005, is ultra vires the provisions contained in sub-section (5) of Section 47 of the Act, 2003.

The petitioners are, admittedly, consumers as defined under sub-section (15) of Section 2, which means any person who is supplied with electricity for his own use by a licensee or the Government or by any other person engaged in the business of supplying electricity to the public under the Act or any other law for the time being in force and includes any person whose premises are, for the time being, connected for the purpose of receiving electricity with the works of a licensee, the Government or such

other person, as the case may be. Sub-section (17) of Section 2 defines a 'distribution licensee' to mean a licensee authorised to operate and maintain a distribution system for supplying electricity to the consumers in his area of supply.

In the State of Uttar Pradesh, there are four distribution companies, namely, Paschimanchal Vidyut Vitran Nigam Limited, Poorvanchal Vidyut Vitran Nigam Limited, Dakshinanchal Vidyut Vitran Nigam Limited and Madhyanchal Vidyut Vitran Nigam Limited, which have deemed licensee status in accordance with fifth proviso to Section 14 of the Act, 2003. Before these distribution licensees came into existence, it appears that in pursuance of Section 131 (4) of the Act, 2003 and sub-section 4 (23) of the U.P. Electricity Reforms Act, 1999 (for short, 'Reforms Act'), the Uttar Pradesh Power Sector Reforms (Transfer of Distribution Undertakings) Scheme, 2003 was effected on 12 August 2003, wherein the U.P. Power Corporation Limited, i.e. one of the aforesaid distribution licensees was broken into the above four distribution companies. Under the Reforms Act, the U.P. Electricity Regulatory Commission (for short, 'Commission') was assigned the functions to regulate the distribution, supply, utilization of electricity, issue licenses to regulate the working of licensees and to set the standards of services for the consumers as well as standards for the electricity industry in the State. While granting licenses to the then three major licensees, namely, Uttar Pradesh Power Corporation Limited (UPPCL), Kanpur Electricity Supply Company Limited (KESCO) and Noida Power Company Limited (NPCL), the Commission required that the licensees should prepare distribution codes and submit them to the Commission for approval, as a

condition of the supply licence. In pursuance to the Commission's direction, UPPCL had submitted a draft distribution code which was approved by the Commission and was made applicable in areas served by all three companies with effect from 1 July 2002. The Act, 2003 was made applicable on 9 June 2003, as a self-contained comprehensive legislation, which replaced the existing legislations while preserving their core features. As seen earlier, Section 14 of the Act, 2003, provides that any supply licensee under the Reforms Act shall be deemed to be a licensee under the Act, 2003 for such period as stipulated in the licence and the provisions of the Reforms Act in respect of such licence shall apply for one year from the date of commencement of the Act, 2003, i.e. up to 9 June 2004 in the absence of any earlier period specified by the Commission, which was not done in the present case. Therefore, provisions of the Supply Code, 2002 continued to operate on the above four distribution companies also till 9 June 2004, as condition of licence. Subsequent to 9 June 2004, only the provisions of the Reforms Act and accordingly the Supply Code, 2002 applied with respect to above supply licensees, which were not inconsistent with the provisions of the Act, 2003 alongwith general application of Section 6 of the General Clauses Act, 1897, with regard to the effect of repeals.

The Electricity Supply Code, 2005 has been notified in accordance with Sections 176 and 183 of the Act, 2003 and all other enabling powers in this behalf. The Supply Code, 2005 is applicable to all distribution licensees in their respective licensed areas in the State. The Code enlists obligations of the licensee and consumers vis-a-vis each other and specifies the set of practices to provide efficient, cost-effective and consumer friendly service to

the consumers. It, inter-alia, deals with the procedure for new connection and for enhancement or reduction of load; recovery of electricity charges and intervals for billing of electricity charges; disconnection, re-connection and restoration of supply of electricity; tampering, distress or damage to electrical plant, electric lines or meter; entry of distribution licensee or any person acting on his behalf for disconnecting supply and removing the meter and/or for replacing, altering or maintaining electric lines or electrical plant or meter; practices relating to payment of bills, consumer metering and assessment of energy; standards of performance for the licensee, and procedure for redressal of consumer grievances. Supply Code being very exhaustive and covering all fields, it appears and contended on behalf of the respondents, no need was felt to frame regulations, as contemplated under Section 47 of the Act, 2003. Para 4.20 of the Supply Code, 2005 provides for security deposit. We are concerned with clause (l) thereof, which provides that a distribution licensee shall not be entitled to require security in pursuance of this section, if the person requiring the supply is prepared to take the supply through a prepaid meter, as and when distribution licensee provides a choice to consumer to opt for supply through prepaid meters.

The respondent – distribution company has filed a counter affidavit opposing the prayers made in the writ petition. They have stated in detail, the background against which they raised the impugned demand for the financial year 2015-16. The act of making such a demand in the face of the provisions of Section 47(5) of Act, 2003 is under challenge in this group of petitions. Since the amount mentioned in the demand notice is not in dispute, we are not entering into the fact as how the amount mentioned in

the impugned demand notice is arrived at. It is specifically stated by respondent no.4 that according to the agreement entered into between them and the petitioners, the petitioners are bound by all the terms and conditions of Supply Code, 2005 and as provided for in Para 4.20 of Supply Code, 2005, a consumer can only apply for a prepaid meter as and when a distribution licensee provides a choice to a consumer to opt for supply through prepaid meters. In other words, it is stated that a person can apply or opt for a prepaid meter only when such meters are made available by the distribution licensee and not otherwise. They have also specifically stated that prepaid meters for HT consumers are neither manufactured in India nor available for installation, as contemplated by sub-section (5) of Section 47 of Act, 2003. The petitioners, in their reply to the counter affidavit, after referring to Sections 55, 73, 177 and Section 47 of Act, 2003, have stated that a distribution licensee is not entitled to demand any security if the person requiring supply is prepared to take supply through prepaid meter. They have tried to justify their challenge to the demand notices and the provisions contained in Para 4.20 of the Supply Code, 2005. They have not controverted the statement on affidavit made by the respondents that HT meters are available to be installed at the request of consumers under sub-section (5) of Section 47 of the Act, 2003.

We have heard learned counsel for the parties and have gone through the entire material placed before the Court, in particular the provisions of the Act, 2003 and the Supply Code, 2005. We do not propose to make a reference to every individual provision contained either in the Act, 2003 or in the Supply Code, 2005, since that may not be necessary for addressing the

questions formulated by us. It is clear from the scheme of the Act, that it recognizes the fact that electricity is an essential service and that the demand is more than the supply and there is larger public interest in ensuring proper distribution of electricity. Cumulative reading of all the provisions in the Act, 2003, in particular Part VI thereof with which we are mainly concerned, shows the intent of Parliament, namely the establishment of an efficient supply network to every nook and corner of the country so that electricity is available to all on demand. The Act mandates supply of electricity on demand by the consumer. Efficient supply of electricity pre-supposes the financial viability of the licensee. The distribution licensee draws electricity from the generator on payment of costs levied by the generator. It puts in place and establishes all the infrastructure facilities for drawing electricity from the generators and supplies the same to the end user. The consumer can request for supply of electricity from the licensee and once such a request is made, subject to fulfillment of all legal requirements, electricity has to be supplied and various provisions of the Act and Regulations made there under would govern the relationship between the licensee and the consumer. However, it is purely a commercial transaction between the licensee and consumer. When a supplier agrees to supply electricity, it is permissible for the supplier to impose restrictions subject of course to the various provisions of the Act and the Regulations. In short, Part VI of the Act deals with the supply of electricity and the competency of the distribution licensee to demand amounts from consumers for various purposes including demand of security. This Chapter vests power in the distribution licensee to levy charges for the electricity supplied, to recover charges incurred and to

demand a security deposit for the electricity supplied. Electricity is not a free commodity. It requires to be purchased from the generator and the consumer has to pay for what he consumes. From out of the charges levied on the consumer, the licensee generates revenue. Ordinarily, whenever any person purchases a commodity, he has to pay the value thereof upfront. Insofar as electricity supply is concerned, the licensee supplies electricity on credit basis and assesses the electricity consumed during the given period and recovers the charges. The distribution companies ordinarily extend one month credit period and by statutory fiat, the consumer gets one more month to pay the amount for the electricity consumed. In the post-consumption pay system, the licensee runs the risk of recovery of his dues and has to go through rigorous legal procedures. The stark reality is, that there are innumerable defaulters. Delay in payment may choke the licensee and can paralyze the electricity distribution system. Thus, to safeguard his interest and in the larger public interest, licensee can demand security deposit for the electricity supplied. Section 47 recognizes this right in no uncertain terms.

Section 47 of the Act, 2003 empowers a distribution licensee requiring any person, who seeks a supply of electricity in pursuance of Section 43, to give him reasonable security, as may be determined by regulations. It also empowers the distribution licensee to refuse to give the supply of electricity or to provide the line or plant or meter for the period during which the person, requiring a supply of electricity, fails to give such security. We are not referring to Section 47 in detail, since it has already been reproduced in the earlier part of the judgment. Sub-section (5) of Section 47, however, requires special attention since it carves out an exception to the provisions

contained in Section 47 (1) to (4) and so as to understand the intent of the legislature in carving out such an exception. Section 43, for our purpose, provides that a licensee, shall on an application by the owner or occupier of any premises, give supply of electricity to such premises, within one month after receipt of the application.

Section 55 of the Act, 2003 also needs special mention, which deals with the use, etc., of meters. Providing of a correct meter in accordance with the regulations to be made in that behalf, is the obligation of the licensee who may require the consumer to give security for the price of a meter and enter into an agreement for the hire thereof, unless the consumer elects to purchase a meter. Installation of a meter is necessary for proper accounting and audit in the generation, transmission and distribution or trading of electricity. The Central Electricity Authority, referred to in sub-section (1) of Section 70, is obliged to direct installation of meters by a generating company or licensee at such stages of generation, transmission or distribution or trading of electricity and at such locations of generation, transmission or distribution or trading, as it may deem necessary. This provision further provides that if a person makes default in complying with the provisions made in that behalf in this section or the regulations made under sub-section (1), the Appropriate Commission may make such order as it thinks fit for requiring the default to be made good by the generating company or licensee or by any officers of a company or other association or any other person who is responsible for its default.

From a perusal of Sections 47 and 55 of the Act, 2003, it is clear that supply of electricity is distinct from providing of a meter. Provisions of

Section 55, which deal with the use of meters, only enables the supplier to know how much electricity is consumed by a consumer in a block period and based on the consumption recorded, as per the tariff already determined, collect the consumption charges from the consumer. It also enables the consumer to know the amount of electricity consumed by him. It is not in dispute that electric meters are provided. As per the consumer system prevailing, electricity is supplied through ordinary meters and consumption charges are levied and collected based on the electricity consumed during the block period. Section 55 imposes a mandate on the licensee to supply electricity through installation of “a correct meter”. This provision does not provide for prepaid meters but only obliges to provide a correct meter. This is only to ensure that there is proper accounting and auditing of distribution of electricity.

It is true that sub-section (5) of Section 47 provides that a distribution licensee shall not be entitled to require security in pursuance of clause (a) of sub-section (1), if the person requiring the supply is prepared to take the supply through a prepaid meter. This, by itself, does not mandate or make it obligatory for a distribution licensee to provide such a meter the moment it is requested for or demanded by the consumer. From a plain reading of sub-section (5) of Section 47, it is clear that it gives an option to the consumer to opt for a prepaid meter and does not mandate or obligate a distribution licensee to install/provide the same and not to make any demand of the security referred to in sub-section (1) of Section 47 and refund such security on the request of a person who gave such security the moment the consumer makes a request or opts for a pre-payment meter, irrespective of the fact as

to whether such a meter is available or till it is installed. The provision in sub-section (5) of Section 47 has to be read and understood to mean that if prepaid meters for HT consumption are available with the licensee or in the market and the consumer requests for supply of electricity through prepaid meters, the licensee has to provide meters and in such a case, a licensee cannot refuse to provide the meter and demand for security deposit. Provisions contained in sub-section (5) of Section 47 should be read in conjunction with all other provisions of the Act, in particular Section 55. Availability of efficient prepaid meters is a sine que non for enforcing this provision.

We would also like to consider the words 'subject to' in sub-section (1) of Section 47 of the Act, 2003 and so also the word 'prepared' in sub-section (5) thereof. The submission made on behalf of the petitioners that the words 'subject to' is a clear indication that the provisions of sub-sections (1) and (2) would be subservient to Section 5, and that the provisions of sub-section (5) would not control but also override the provisions of sub-sections (1) and (2), in our opinion, deserves to be rejected outright. Learned counsel appearing for the petitioners, in support of these submissions, relied upon the principles enunciated by the Supreme Court in **Commissioner of Central Excise, Bhavnagar Vs Saurashtra Chemicals Ltd, (2007) 10 SCC 352** and **United India Insurance Co Ltd Vs Lehru & Ors, (2003) 3 SCC 338**.

Firstly, the words "**subject to**" are used in sub-section (1) to mandate that the reasonable security which a distribution licensee would be entitled to demand would have to be determined in accordance with the provisions of

Section 47. In fact, the words used are "*subject to the provisions of this section*" and not "*subject to the provisions of sub section (5)*". This is a clear indication of the legislative intent that the formulation and determination of security would have to be made in accordance with the provisions of Section 47 read as a whole. It becomes relevant to note that sub-sections (1) and (2) are not made subject to the provisions of sub-section (5). We may also note that in **Saurashtra Chemicals**, a judgment relied upon by the learned counsel for the petitioner, the Supreme Court had referred to the manner in which the expression "**subject to**" had been defined by the Black's Law Dictionary. We extract paragraph 13, which reads as under:

"13. A beneficent statute may have to be considered liberally but where a statute does not admit of more than one interpretation, literal interpretation must be resorted to. The provision allows taking of credit but the same is circumscribed by the condition as is apparent from the use of the words "subject to" and is limited to an amount not exceeding 50% of the duty paid on such capital goods. The term "subject to" in the context assumes some importance. In *Ashok Leyland Ltd. v. State of T.N.*<sup>1</sup> this Court held: (SCC p. 36, para 79)

" 79. ... 'Subject to' is an expression whereby limitation is expressed. The order is conclusive for all purposes."

This Court further noticed the dictionary meaning of "subject to" stating: (SCC p. 38, paras 92-93)

"92. Furthermore, the expression 'subject to' must be given effect to.

93. In Black's Law Dictionary, 5th Edn. at p. 1278, the expression 'Subject to' has been defined as under :

'Liable, subordinate, subservient, inferior, obedient to; governed or affected by;

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<sup>1</sup> (2004) 3 SCC 1

provided that; provided; answerable for. *Homan v. Employers Reinsurance Corp.*<sup>2</sup>,  
(See also *S.N. Chandrashekhar v. State of Karnataka*<sup>3</sup>.)”

As would be evident from the meaning ascribed to the said expression, it is defined to also mean “governed or affected by” and “provided”. This, in our considered view, is in accord with what we have held herein above, namely, that the use of the expression “**subject to**” was primarily to underline the legislative intent that the fixation of reasonable security would have to be determined under the canopy of section 47 as a whole.

The word 'prepared' in sub-section (5), according to the petitioners, is clearly indicative of the preparedness of the consumer to take the supply as being the crucial factor for determining whether additional security was liable to be demanded or not. It was further contended that as long as the consumer was prepared to take the supply through a pre payment meter, no other consideration was relevant and, as a consequence of such an option being exercised by the consumer, the distribution licensee stood denuded of the jurisdiction and authority to demand or require security. This submission is not liable to be countenanced at all as we have already held that the *sine qua non* for the applicability of sub-section (5) is the availability of efficient prepayment meters. We have already noted the uncontroverted and admitted state of fact that prepayment meters for HT consumers are not available. In view thereof, the mere preparedness of the consumer to obtain supply through a pre payment meter is of no consequence. In fact, as one reads sub-

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<sup>2</sup> 345 Mo 650 : 136 SW 2d 289, 302  
<sup>3</sup> (2006) 3 SCC 208

section (5), it is more than apparent that the preparedness of the consumer is itself dependent upon the availability of prepayment meters. Since admittedly, pre payment meters are not available insofar as HT consumers are concerned, this submission of the petitioners is also liable to fail.

Next we would like to consider the submission that the reasonable security which a distribution licensee was entitled to demand from consumer was to be determined by regulation, based upon the use of the expression “as may be determined by regulation” in sub-section (1) of Section 47. In support of this submission, it was further urged that Section 181, which empowers the State Commission to frame regulations, itself has hedged by the use of the phrase “to carry out the provisions of the Act”. Relying upon the principles enunciated in **Chandra Kumar Shah & Anr Vs The District Judge & Ors, AIR 1976 (All) 328** and **Bharathidasan University & Anr Vs All-India Council for Technical Education & Ors, (2001) 8 SCC 676**, it was further submitted that power to frame such regulations or rules could not be read as being a source of authority to enact independent legislation or to impose obligations which were not otherwise envisaged by the Act. This contention was presumably raised and urged with reference to Clause 4.20 of the Supply Code, 2005. In our opinion, we need not examine this contention in detail for more than one reason. Firstly, as stated earlier, Supply Code, 2005 takes care of all the situations that could be taken care by regulations and, secondly, no such challenge is raised in the writ petitions. It is pertinent to note that the petitioners do not deny their liability to give reasonable security as contemplated by Section 47. In other words, they have not challenged demand of security as contemplated under sub-section

(1) of Section 47 of the Act, 2003. Secondly, in all the writ petitions, there is no assertion to the effect that the imposition of additional security is bad or is rendered without authority of law on account of having been imposed without the framing of regulations. That apart, such a contention has been raised for the first time only in the course of oral submissions. We may also note, at the cost of repetition, that the challenge is specifically raised only to sub-clause (1) of Clause 4.20 of the Supply Code, 2005. Sub-clause (1) of the Supply Code, 2005 relates to a prohibition on a distribution licensee demanding security where a person requires the supply to be made through a pre payment meter subject to the distribution licensee providing a choice to a consumer to opt for supply through such a meter. This clearly indicates that there was no challenge to the demand of security or additional security, as observed earlier, on the ground that the State Commission has failed to frame regulations under Section 181 for the purposes of determining security. The entire challenge was based solely upon the contention that once the consumer had opted for supply through a pre payment meter, the distribution licensee consequently could not demand any security. Submission that Clause 4.20 of the Supply Code, 2005 places an additional obligation or fetter upon the right of a consumer, is also not liable to be countenanced, since the availability of pre payment meter is a prerequisite to the consumer exercising the option of obtaining supply through such a meter. We will deal with this further a little later. Clause 4.20 travels no further than the above position which evidently flows from sub-section (5). The linking of the exercise of an option by the consumer to the distribution licensee making available such meters is, therefore, not ultra vires Section

47. We proceed to record our further reasons for taking such a view insofar as Clause 4.20, to the extent it is under challenge, is concerned.

The provisions contained in clause (l) of para 4.20 of the Supply Code, 2005 is not independent of the provisions contained in Sections 47 and 55 of the Act, 2003 but it is in conjunction with these provisions of the Act. It does not independently give any power to the distribution licensee whether to provide or not to provide prepaid meter but it only states that as and when a distribution licensee provides a choice to a consumer to opt for supply through prepaid meter, such a meter would be supplied at the request of the consumer. If the prepaid meter is not available, then the question of giving the option as contemplated by sub-section (5) of Section 47 does not arise. The language employed in sub-section (5) makes it further clear that a distribution licensee shall not be entitled to require security in pursuance of clause (a) of sub-section (1) if the person requiring the supply is prepared to take the supply through a prepaid meter. Thus, the availability and installation of a prepaid meter on the request of a consumer is necessary. Section 55 does not provide for installation of a prepaid meter as such and it simply states that no licensee shall supply electricity except through installation of a 'correct meter' in accordance with the regulations to be made in this behalf by the Authority, i.e. Central Electricity Authority, referred to sub-section (1) of Section 70. Thus, as noticed earlier, even on a plain reading of Section 47 (5) of the Act, it cannot be said that an obligation rests on the distribution licensee to provide electricity without demanding security deposit the moment the HT consumer makes a request for supply of prepaid meter. It is not in dispute that prepaid meters are not available in the market.

Thus, this regulation only furthers the objective underlying in Section 47 (5) of the Act, 2003. We, therefore, do not find that the provisions contained in Para 4.20 (l) of the Supply Code, 2005 are ultra vires the provisions contained in Section 47 (5) of the Act, 2003. The challenge to Para 4.20 (l) deserves to be rejected outright. We also do not see any illegality in the demand of additional security deposit made by respondent no.3 – distribution company in view of the increase in consumption of power over the originally estimated quantity or based on anticipated demand for power supply for two months.

Further, we find ourselves unable to sustain the challenge to the validity of Clause 4.20 and the demand of security on an essentially fundamental ground also. The reason why sub section (5) injuncts the distribution licensee from demanding additional security is the presupposition of supply being made through a pre payment meter. In the case of a pre payment meter, the consumer would have already paid for the electricity that he is likely to consume. There is, therefore, no reason for the distribution licensee to demand security in such a situation. The demand of security is primarily aimed at securing the interest of the distribution licensee who has already incurred huge capital expenditure in establishing the requisite infrastructure for supply of electricity and has also paid the generating company for electricity purchased. It is to bridge the gap between the expenditure already incurred and receipt of revenue from the consumer that the distribution licensee seeks and demands security to safeguard its interest. However since in the case of a pre payment meter, the consumer pays for the electricity likely to be consumed in advance, the legislature

thought it fit to absolve such consumers from the liability to pay security. However in the absence of a pre payment meter, the consumer does not pay any moneys in advance. It is for this reason that the demand of security in such a case is clearly justified and does not fall foul of the provisions of the Act.

We at the cost of repetition further note that none of the petitioners neither challenged the quantum of additional security demanded by the distribution licensees nor did they urge any other contention in support of their challenge to either the validity of Clause 4.20 or the issue of supply of a pre payment meter.

As submitted by learned counsel for the respondents, as of today, prepaid meters are either not manufactured and, in any case, they are not available in the market and, therefore, the question of installation of such meters would not arise. It is not in dispute that prepaid meters are available for LT consumers and on demand said meters are provided, whereas prepaid meters with proven technology for HT consumers are not available in the market and, therefore, they cannot be provided even if demand is made. That, in any case, does not mean that till the meters are manufactured and installed, the licensee cannot demand additional security even if the consumption of electricity is increased. If, the interpretation, as is made by learned counsel for the parties is accepted, perhaps that would put the licensee and in turn the Distribution Company under great stress and in effect it may choke the licensee and paralyze the electricity distribution system. We are, therefore, of the opinion that unless prepaid meters are available for supply of electricity to HT consumers, there is no obligation on

the licensee to supply such meters. That, in our opinion, is the intent of the legislature while inserting sub-section (5) of Section 47 in the Act, 2003. We may also observe that it is high time for the licensee to take steps to procure HT pre payment meters so as to meet the demand of HT consumers.

Similar questions fell for consideration before the High Court of Judicature at Hyderabad for the States of Telangana and Andhra Pradesh in **Sarwottam Ispat Ltd Vs Southern Power Distribution Company of Telengana Ltd & Ors, 2016 (6) ALD 162**. A Division Bench, to which one of us (Dilip B Bhosale, CJ) was a Member, after considering the relevant provisions of the Act, 2003, in paragraph 34, observed thus:

“34. Section 47 (2) enables the distribution licensee to demand additional security, if the security provided by the consumer is invalid or insufficient. Sub-section (3) further vests power in the licensee to stop supply of electricity if the additional amount demanded is not paid. When this provision vests power in the licensee, a demand made by the licensee in terms thereof cannot be held as arbitrary or illegal. As long as pre-paid meters are not installed, it is mandatory for the consumers to pay the security deposit as demanded by the licensee. Therefore, waiving of security deposit merely because a request for provision of HT pre-paid meter is made when no such meters are available does not arise. Such a request is contrary to statutory scheme and liable to be rejected. It is not the case of the petitioners that the amount of deposit demanded is in excess of what is required by the tariff determined by the Regulatory Commission. They cannot insist for supply of electricity without complying with the demand for additional security deposit. Section 47 does not envisage waiver of security deposit nor prescribe alternative mode of providing security, such as bank guarantee. There is no ambiguity in the provision. Thus, there is no scope for playing in the joints to grant the relief of waiver/reduction of deposit. When the statute vests power in the licensee to demand security deposit and licensee exercises such power and no provision is made for waiver/reduction/alternative mode of providing security, it is not permissible for this Court, in exercise of equity

jurisdiction under Article 226 of the constitution of India, to direct the distribution licensee to dispense with payment of security deposit or to furnish bank guarantee or reduce the security deposit demanded. Contrary to the statutory mandate, no direction can be issued. When the language of the provision is plain, simple and clear, it is not permissible for the Court to interpret the same in different manner or issue directions contrary to the statutory mandate. No case is made out by petitioners to waive additional security deposit.”

We find ourselves in agreement with the view taken by the High Court of Judicature at Hyderabad.

Accordingly and for the reasons noted above, we find no merit in the challenge laid in this batch of writ petitions to the provisions of Clause 4.20 of the **Electricity Supply Code, 2005**, as framed by the **U P Electricity Regulatory Commission** or to the demand of additional security by the distribution licensees.

The writ petitions consequently **fail** and are **dismissed**. All interim orders granted shall in consequence stand **discharged**.

March 21, 2017  
AHA

(Dilip B Bhosale, CJ)

(Yashwant Varma, J)