

IN THE HIGH COURT OF JHARKHAND AT RANCHI
W.P.(S) No. 4891 of 2025

1. Pramod Kumar, S/o Late Shri Madholal, aged about 62 years, R/o 303, Lotus Enclave, Kilburn Colony, Shiv Puri Path, Hinoo Ranchi, P.O. Hinoo, P.S. Doranda, District Ranchi, Jharkhand-834002. (Posted as Second Member, Consumer Grievance Redressal Forum, JBVNL at Ranchi, Jharkhand.)
2. Saket Bihari Saran, S/o Late Shri Narbadeshwar Prasad, aged about 62 years, R/o Flat No. 401, A Block, Sidhivinayak Apartment, Behind Yuvraj Palace, P.O. & P.S. Doranda, District Ranchi, Jharkhand-834002. (Posted as Second Member, Consumer Grievance Redressal Forum, JBVNL, Chaibasa at Jamshedpur, Jharkhand).
3. Virendra Pratap Dubey, S/o Late Shri Mundrika Dubey, aged about 61 years, R/o 116, New AG Co-Operative Colony, Kadru, Ranchi, P.O. Doranda, P.S. Argora, District Ranchi, Jharkhand-834002. (Posted as Second Member, Consumer Grievance Redressal Forum, JBVNL at Hazaribagh, Jharkhand)

... .. **Petitioners**

Versus

1. Jharkhand Bijli Vitran Nigam Ltd., through its Managing Director, Engineering Building, H.E.C., P.O. & P.S. Dhurwa, District Ranchi, Jharkhand-834004.
2. Jharkhand State Electricity Regulatory Commission, through its Secretary, 1st Floor, Jharkhand State Housing Board Old Headquarters, P.O. Harmu, P.S. Argora, District Ranchi, Jharkhand- 834002

... .. **Respondents**

CORAM : SRI ANANDA SEN, J.

For the Petitioners: Mr. Indrajit Sinha, Advocate
Mr. Abhishek Choudhary, Advocate

For the Respondents: Mr. Rajiv Ranjan, Sr. Advocate
Mr. Manoj Kumar, Advocate
Mr. Rahul Saboo, Advocate

ORDER

RESERVED ON 08.01.2026

PRONOUNCED ON 26.02.2026

By way of filing this writ petition, the petitioners have sought for the following reliefs:-

- a. Quashing the Advertisement No 03/2025 dated 07.08.2025 (Annexure 9), whereby vacancies in the post of Second Member, Consumer Grievance Redressal Forum, Ranchi and Chaibasa, currently held by Petitioner Nos. 1 and 2 respectively, have been notified by Respondent No. 1, Jharkhand Bijli Vitran Nigam Ltd. ("JBVNL"), and applications therefor invited;
- b. Restraining JBVNL from interfering with the service of

the Petitioners as Members of the extant CGRFs, inter alia by withholding the extension of two years provided in terms of Reg. 4.2(2) JSERC (Guidelines for Establishment for Redressal of Grievances of the Consumers, Electricity Ombudsman and Consumer Advocacy) Regulations, 2020

c. By way of ex-parte ad interim relief, direct the Respondent No. 1 to not give effect to the Advertisement No. 03/2025 dated 07.08.2025 (Annexure 9) during the pendency of the present writ petition;

2. The petitioners were working as Second/Technical Members in different Consumer Grievance Redressal Forums (CGRF) / Vidyut Upbhokta Shikayat Niwaran Forums (VUSNF) set up by JBVNL under the Jharkhand State Electricity Regulatory Commission (Guidelines for Establishment of Forum for Redressal of Grievances of the Consumers, Electricity Ombudsman and Consumer Advocacy) Regulations, 2020 (hereinafter called as “the JSERC Regulations, 2020”), framed under the Electricity Act, 2003. Petitioner No.1 Pramod Kumar was appointed as Second/Technical Member at Ranchi on 12.09.2022. He earlier retired as General Manager of JBVNL on 31.08.2022. Petitioner No.2 Saket Bihari Saran was appointed as Second/Technical Member at Chaibasa/Jamshedpur on 12.09.2022. He earlier retired as Deputy General Manager of JBVNL on 31.01.2022. Petitioner No.3 Virendra Pratap Dubey joined as Second/Technical Member at Hazaribagh on 01.02.2023 after taking voluntary retirement as General Manager of JBVNL on 31.01.2023.

The Central Government promulgated Electricity (Rights of Consumers) Rules, 2020, in which Rule 15(1) mandates that Consumer Grievance Redressal Forums (CGRFs) should be headed by serving officers of electricity companies, with only one independent member. This rule is already under challenge in Court in W.P.(C) No. 1377 of 2025, which is pending. Despite these Central Rules, the Jharkhand Electricity Regulatory Commission (JSERC) made its own Regulations in 2020 which provides Constitution of CGRFs consisting of three members- a Judicial Member (Chairperson), a Technical Member, and an Independent Member. Petitioners were appointed as Technical Members in 2022–2023. On 11.12.2024 and 23.01.2025, JBVNL (Jharkhand Bijli Vitran Nigam Limited) proposed to close the existing Consumer Grievance Redressal Forums and create new

Consumer Grievance Redressal Forums all headed by serving officers. It also created new posts in advance and clearly stated that existing members would not get extensions. JBVNL issued an advertisement being Adv. No.3/2025 dated 07.08.2025 to fill the posts held by the Petitioners. This was done without checking their performance or deciding on their extension. The Petitioners' written requests for extension were not replied. Petitioner Nos. 1 and 2 are aggrieved by Respondent No. 1's decision to deny them an extension of tenure, by floating Advertisement No. 03/2025 dated 07.08.2025. The petitioners had earlier challenged this in WP (C) No. 1377/2025 and seeking stay on the advertisement through I.A. No. 11785/2025. However, on 28.08.2025, the Division Bench dismissed the application, stating that the challenge to the advertisement was a separate cause of action and the Petitioners were given liberty to institute appropriate proceedings in order to challenge the same. Thus, this writ petition.

3. Learned counsel appearing for the petitioners submitted that appointment and service conditions are governed by JSERC Regulations, 2020, which allow extension of tenure. He contended that extensions have been given earlier to other CGRF members. On this background, issuance of Advertisement No. 03/2025 inviting applications for the very posts held by the petitioners, without first deciding their extension under Regulation 4.2(2), amounts to an indirect and unlawful denial of extension, bypassing the mandatory evaluation of performance. He contended that JBVNL cannot rely on Rule 15 of Electricity (Rights of Consumers) Rules, 2020 when that rule itself is under challenge in Court and JSERC Regulations are still valid.

4. Learned Senior Counsel appearing for the respondents submitted that CGRF Members are appointed for 3 years. They cannot claim extension up to 2 more years, as of right. Distribution Licensee has power not to extend their tenure. He further submitted that after duly considering the matter, JBVNL decided not to extend the tenure of the petitioners and instead decided to fill the vacant posts through fresh open advertisements. He also submitted that since extension of tenure is not a right of the petitioners, the grant of extension depends entirely on the discretion and satisfaction of the appointing authority, which is the Distribution Licensee, and is not mandatory under Regulation 4.2(2) of JSERC Regulations, 2020. He further argued that the distribution licensee is not obliged to propose or grant an extension to any Chairperson or Member of the Forum. As per him, since JBVNL chose to fill the posts through open recruitment, the question of assessing the petitioners'

“satisfactory service” does not arise. The advertisement issued for fresh selection are stated to be in accordance with the regulations, therefore, the posts were rightly notified as vacant.

5. In this case, the petitioner has challenged the fresh advertisement on the ground that according to them, the tenure of 3 (three) years, which has come to an end or coming to an end, as per Clause 4.2 of the JSERC Regulations 2020 is extendable on satisfactory service. As per them, this extension is a right on fulfillment of satisfactory service. Once their service is found satisfactory, there is no other option, but to extend the tenure. It is the case of the petitioner that since there is no complaint against the petitioner and the service is satisfactory, their tenure should be extended and if the same is extended, there is no occasion to come out with fresh advertisement for appointing fresh members. Petitioners have also prayed to extend their term.

6. The Distribution Licensee’s argument is just contrary to the arguments of the petitioners. The petitioners, who are members appointed by the Distribution Licensee, does not have any vested right so as to claim any extension of their tenure. When the Distribution Licensee has appointed the petitioners, who are their nominee in the Forum, the right is absolutely vested with Distribution Licensee to withdraw them after the period of 3 (three) years. Additional 2 (two) years’ extension as envisaged in Clause 4.2 of the JSERC Regulations 2020, is at the pleasure of the Distribution Licensee. As per them, the word “extendable” clarifies the entire issue, which means that there is no vested right of extension.

7. On this background, this Court has to decide and interpret Clause 4.2(2) of the JSERC Regulations 2020, which fixes the term of Office and conditions of service of Chairperson / Members.

8. The JSERC Regulations 2020 for establishment of forum has been framed by the Jharkhand State Electricity Regulatory Commission, Ranchi, in exercise of the powers conferred on it by Section 181 of the Electricity Act, 2003 (36 of 2003) read with Section 42 (5 to 7). The object for framing the said Regulations is highlighted in the Regulations itself. These Regulations were enacted to make the entire system to be consumer friendly with an intent to provide efficient and effective consumer grievance redressal machinery and to promote consumer advocacy. Thus, one of the main purpose of these Regulations is to provide efficient and effective consumer grievance redressal mechanism. Section 181 of the Electricity Act, 2003 gives

power to the State Electricity Regulatory Commission to make Regulations. Section 181(2)(s) provides that the Commission can make Regulations, which may provide for the time and manner of settlement of grievance under Sub Section 7 of Section 42 of the Electricity Act. Section 42(5) of the Electricity Act mandates that the Distribution Licensee should establish a forum for redressal of grievances of the consumers in accordance with the guidelines as may be specified by the State Commission. Section 42(6) of the Electricity Act provides that if the grievance is not redressed by the Forum, then representation for redressal of grievance can be made before the Ombudsman. Section 42 of the Electricity Act, 2003 reads as under: -

“42. Duties of distribution licensee and open access.-(1) It shall be the duty of a distribution licensee to develop and maintain an efficient, co-ordinated and economical distribution system in his area of supply and to supply electricity in accordance with the provisions contained in this Act.

(2) ...

(3) ...

(4) ...

(5) Every distribution licensee shall, within six months from the appointed date or date of grant of licence, whichever is earlier, establish a forum for redressal of grievances of the consumers in accordance with the guidelines as may be specified by the State Commission.

(6) Any consumer, who is aggrieved by non-redressal of his grievances under sub-section (5), may make a representation for the redressal of his grievance to an authority to be known as Ombudsman to be appointed or designated by the State Commission.

(7) The Ombudsman shall settle the grievance of the consumer within such time and in such manner as may be specified by the State Commission.

(8) ...”

9. The aforesaid provision provides for a mechanism to constitute the Grievance Redressal Forum(s) for the consumers. As per Section 42(5) of the Electricity Act, the Forum has to be established by the Distribution Licensee but in accordance with the guidelines, which may be specified by the State Commission. The JSERC Regulation 2020 framed by the State Commission is one of such guidelines.

10. After going through the said guidelines, one can gather that the JSERC Regulations, 2020 has been framed for the benefit of the consumers and the “Forums” are primarily established to redress the grievances of

consumers against the licensee. The term “complaint” is defined in Clause 2(e) of the JSERC Regulation 2020, which reads as under:-

“2. Definition

e) “Complaint” means any grievance made by a complainant for:-

i) Defect or deficiency in electricity supply or service provided by the licensee;

ii) Unfair or restrictive trade practices of licensee in providing electricity services;

iii) Charging of a price in excess of the price fixed by the Commission for supply of electricity and allied services;

iv) Any error in billing;

v) Erroneous disconnection of supply;

vi) Electricity services which are unsafe or hazardous to public life provided in contravention of the provisions of any law or rule in force; or

vii) Any other grievance related to supply of electricity by the licensee to the consumers except grievances arising under Sections 126, 135 to 139, 143, 152 and 161 of the Act.

viii) Non-performance in Standards of Performance, as stipulated under Jharkhand State Electricity Regulatory Commission (Distribution Licensee’s Standard Performance) Regulations 2015.”

11. Similarly, Section 2(j) defines ‘defect’ or ‘deficiency’. Section 2(n) defines ‘Forum’, which means forum for redressal of grievances of the consumers to be constituted by each Distribution Licensee in terms of Sub Section (5) of Section 42 of the Electricity Act, 2003. This clearly suggests that the Forum is for the benefit of consumers, who can raise their grievances and voice their displeasure against the Distribution Licensee for the purpose of getting relief. Section 2(r) defines the ‘Member’, which means member of the Forum and includes chairperson. From the aforesaid definition, it is clear that all the members jointly constitute the Forum.

12. Though as per the Act, Forum has to be constituted by each Distribution Licensee, but the guidelines for establishment of the Forum has to be framed by the Electricity Regulatory Commission. These guidelines are mandatory and statutory in nature and the Distribution Licensee cannot deviate from the said guidelines nor can evolve their own mechanism. Their power to constitute the Forum does not mean that they have the power to go beyond the guidelines or to do any act which is in violation of the same.

13. As per Clause 4.1, each Forum shall consist of three members. The members would be – one judicial member, who shall be the Chairperson of the forum, the 2nd member shall be a person possessing degree in

Electrical Engineering / Electrical & Instrumentation / Electrical and Electronics OR shall be at least a CA/ICWA or MBA Finance from a recognized University having requisite experience as specified and 3rd member shall be an independent member. The qualification of the Judicial Member and other two members is prescribed in Clause 4.1 as follows: -

“4.1 The Forum shall consist of three Members one each from following streams:-

(a) Judicial Member- Judicial Member shall be the Chairperson of the forum; he shall be a judicial officer, who held the post not below the rank of Additional District Judge having 20 years of experience in judicial work.

(b) Second Member – One Member shall be possessing degree in Electrical Engineering / Electrical & Instrumentation / Electrical and Electronics and having at least 20 (Twenty) years of experience in the Transmission, Distribution and Trading of electricity and who is and has been at least Superintending Engineer / DGM or at an equivalent post in an Organisation engaged in the business of Transmission, Distribution and Trading of electricity OR shall be at least a CA/ICWA or MBA Finance from a recognized University with twenty (20) years of experience and knowledge of Accounts and Finance in Government Department / Commercial Public Undertaking including power sector and having at least five (5) years working experience in the grade not below the rank of DGM (F&A) of the State Govt. or equivalent post. The Licensee may appoint Second Member having experience of 10 years out of which at least three years of experience in Accounting and/or revenue and/or Commercial matters of electricity.

(c) The Third Member shall be Independent Member: The person shall be representative of a registered society/NGO/consumer organization having one of its main objectives as consumer protection with at least 5 years of standing or alternatively the representing member should have five years of experience in consumer related matters.

Provided that, a person applying for the post of Independent Member of the Forum shall not have been in the employment in any capacity under, or agency of, the Distribution Licensee for a minimum period of three (3) years prior to being appointed Independent Member of the Forum.

(d) The Chairperson (First Member) and the Independent Member (Third Member) shall be selected through proper advertisement in Press and on the Website & Notice Board of the Commission.

(e) The Chairperson (First Member) and the Independent

Member (Third Member) of the Forum shall be nominated by the Commission and appointed by the licensee. The process of the appointment of the Chairperson (First Member) and the Independent Member (Third Member) of the Forum shall be initiated by the Commission.

(f) The Distribution Licensee shall propose to the Commission a panel of names of at least two officers for post of Second Member of the Forum along-with details of qualification, experience and background relating to ability, integrity and standing of each such officer. The Commission shall consider the names proposed by the licensee and after its approval; the licensee shall appoint the Second Member.”

14. For the purpose of this writ petition, this Court is concerned only with respect to qualification, mode of appointment and term of the second member, provided in Clause 4.1(b) of the JSERC Regulation 2020.

15. From the aforesaid provision, it is quite clear that if a person has the qualification as prescribed in Clause 4.1(b) of the JSERC Regulation 2020, he can become Second Member of the Forum. This does not mean that the Second Member **must be** an employee of the same Distribution Licensee, who is establishing the Forum. He may be a person or employee of other Distribution Licensee also. This interpretation gets strength from the same provision of the JSERC Regulation 2020, which provides that the Licensee may appoint Second Member amongst its serving member, who is serving in the grades prescribed therein. The word ‘may’ therein clearly suggests that there is a scope of appointing Second Member, who is not a serving officer of the Licensee.

16. The mode of appointment of Second Member is prescribed in Clause 4.1(f) of the JSERC Regulation 2020, as quoted above. From the aforesaid provision, it is clear that though the process is to be initiated by the Distribution Licensee by proposing to the Commission a panel of names of at least two officers, but unless the Commission approves a person, the Licensee cannot appoint the Second Member. The power to appoint the Second Member does not wholly vests upon the Licensee to its discretion, rather there are no discretion left with the Distribution Licensee to appoint a person. It is only the approved person, whose name has been duly approved by the Commission, has to be appointed. Though in the JSERC Regulation 2020, appointment of Chairperson/Member of Forum has to be made by the Licensee, but the word ‘appointment’ used therein is only for a limited purpose of issuing the appointment letters, without any discretion left with the

Distribution Licensee. To understand this, it is necessary to refer to Clause 4.1(e), quoted above, which provides that the Chairperson and the Independent Member of the Forum shall be nominated by the Commission and appointed by the Licensee and the process of appointment of Chairperson and Independent Member are to be initiated by the Commission. Only difference is that the process of appointment of Chairperson and First Member is to be initiated from the side of the Commission but that of the Second Member is to be initiated from the side of the Distribution Licensee. Thus, from the aforesaid provision, there is no doubt that even in appointing the Second Member, there is no discretionary power vested upon the Licensee. He has to act in terms of the approval given by the Commission.

17. Now what needs to be interpreted is the terms of Office of Chairperson / Members. The term of the Office of Chairperson / Members is provided in Clause 4.2 of the JSERC Regulation 2020. Relevant extracts of Clause 4.2 of the JSERC Regulation 2020 is quoted below: -

“4.2 Term of office and conditions of service of Chairperson/Members

(1) The age of the person to be considered for appointment, as Chairperson/Members, shall be minimum 45 (forty-five) years and maximum 62 (sixty-two) years as on 1st Day of August in the current year of advertisement.

(2) The Chairperson/Member of the Forum shall be appointed initially for a period of three years, extendable up to further two years on satisfactory service or till 65 years (sixty-five) years of age, whichever is earlier. The Member shall not be eligible for re-appointment to the same post.

(3) In the event the post of the Chairperson falls vacant, the senior most members shall act as Chairperson till such time a regular incumbent is appointed and shall ensure that the Forum continues to discharge its normal functions.

(4) Any Chairperson/Members may relinquish his office by giving, in writing, to the Distribution licensee a notice of not less than three months or by paying three months' salary in lieu thereof. The distribution licensee, on receipt of such notice, shall initiate action for filling up of the vacancy which may occur due to relinquishment of the Chairperson/Member.

(5) The distribution licensee shall, three months before the superannuation or end of tenure of the Chairperson or Member, make a reference to the Commission for filling up of the vacancy.

.....

(13) The Commission shall have a general power for superintendence and control over the forum and the forum

shall comply with such directions/orders/instructions as the commission may issue from time to time.”

18. From Clause 4.2 of the guidelines, it is clear that the Chairperson and/or members of the Forum are initially appointed for three years, but their term is extendable up to further two years or till the age of 65 years, whichever is earlier. This extension is subject to satisfactory service. Re-appointment is not permissible. From the aforesaid clause, it is clear that the term of a Member including that of the Second Member can be extended. When the provision of law provides for extension, it has to be decided as to whether the said extension is mandatory or discretionary, and if it is discretionary, how to exercise the said discretion.

19. In the instant case, the counsel for the respondents has argued that since the petitioner is the Second Member and a nominee of the Distribution Licensee, it is absolutely their prerogative whether to extend the tenure of the Second Member or not. There cannot be any interference from any authority.

20. To address this issue, the constitution of the forum has to be looked into. Clause 4.1, as dealt in hereinbefore, provides that the Forum will have three Members, (a) one Judicial Member, (b) Second Member and (c) an Independent Member. Clause 4.1(b) provides that the appointment of the Second Member will be by the Distribution Licensee, but it is not the sole prerogative of the Distribution Licensee to appoint any person. As per Clause 4.1(f), the Distribution Licensee shall propose to the Commission a panel of names of at least two officers for Second Member and only after approval by the Commission, the Second Member will be appointed by the Distribution Licensee. This clearly means that without the approval of the Commission, Second Member cannot be appointed, even though he has to be appointed by the Distribution Licensee. Further, another important clause is Clause 4.2(13). As noted above, Clause 4.2 defines / describes terms of Office and conditions of service of Chairperson and Members. Clause 4.2(13) provides that the Commission shall have a general power of superintendence over the Forum and the Forum shall comply with such terms as the Commission may issue from time to time. This also suggests that the Commission has the power of superintendence over the Members of the Forum also. These two provisions clearly suggests that the Second Member, may be an employee or appointed by the Distribution Licensee, but they are under the control and supervision of the Commission, once they are appointed. After they are appointed, the

Distribution Licensee cannot have any control upon them.

21. Though, initially as per Clause 4.2(2), the initial term of a Second Member is for three years, but same is extendable up to further two years. The word 'extendable' used in this clause, means that their term can be extended. This means that Second Member does not have any vested right to get his term extended till 65 years or for further period of two years, whichever is earlier. This extension has to be linked with satisfactory service as provided in Clause 4.2(2). Now, once a qualification of satisfactory service has been backed with the extension, it is the duty to first undertake an exercise as to whether the service of Second Member is satisfactory or not.

22. The word 'extendable' does not give any right for extension and there cannot also be any straight jacket formula for extension of the term of office. The clause of extension in each agreement or each contract or in respect of each laws has to be interpreted, so that the purpose of the agreement, contract or legislation is served.

23. A particular clause, provision or rule of an enactment has to be interpreted keeping in mind the purpose of said legislation. A clause/provision of an enactment cannot be interpreted in such manner, which may defeat the intent and purpose for which the legislation or that part was promulgated. While dealing with interpretation of statute, the Hon'ble Supreme Court in **State of Gujarat versus R.A. Mehta** reported in **(2013) 3 SCC 1**, at paragraph 98 has held as under: -

“98. The doctrine of purposive construction may be taken recourse to for the purpose of giving full effect to statutory provisions, and the courts must state what meaning the statute should bear, rather than rendering the statute a nullity, as statutes are meant to be operative and not inept. The courts must refrain from declaring a statute to be unworkable. The rules of interpretation require that construction which carries forward the objectives of the statute, protects interest of the parties and keeps the remedy alive, should be preferred looking into the text and context of the statute. Construction given by the court must promote the object of the statute and serve the purpose for which it has been enacted to reduce a statute to futility. The provision of the statute must be so construed as to make it effective and operative.” The court must take a pragmatic view and must keep in mind the purpose for which the statute was enacted as the purpose of law itself provides good guidance to courts as they interpret the true meaning of the Act and thus legislative futility must be ruled out. A statute must be construed in such a manner so as to

ensure that the Act itself does not become a dead letter and the obvious intention of the legislature does not stand defeated unless it leads to a case of absolute intractability in use. The court must adopt a construction which suppresses the mischief and advances the remedy and “to suppress subtle inventions and evasions for continuance of the mischief, and pro private commodo, and to add force and life to the cure and remedy, according to the true intent of the makers of the Act, pro bono publico”. The court must give effect to the purpose and object of the Act for the reason that legislature is presumed to have enacted a reasonable statute. (Vide M. Pentiah v. Muddala Veeramallappa [AIR 1961 SC 1107], S.P. Jain v. Krishna Mohan Gupta [(1987)1 SCC 191 : AIR 1987 SC 222], RBI v. Peerless General Finance and Investment Co. Ltd. [(1987) 1 SCC 424 : AIR 1987 SC 1023], Tinsukhia Electric Supply Co. Ltd. v. State of Assam [(1989) 3 SCC 709 : AIR 1990 SC 123], SCC p. 754, para 118, UCO Bank v. Rajinder Lal Capoor [(2008) 5 SCC 257 : (2008) 2 SCC (L&S) 263] and Grid Corpn. Of Orissa Ltd. v. Eastern Metals and Ferro Alloys [(2011) 11 SCC 334].)”

24. The Hon’ble Supreme Court, recently, in **Vivek Narayan Sharma versus Union of India, (2023) 3 SCC 1** at paragraph 148 has held as under: -

“148. It is thus clear that it is a settled principle that the modern approach of interpretation is a pragmatic one, and not pedantic. An interpretation which advances the purpose of the Act and which ensures its smooth and harmonious working must be chosen and the other which leads to absurdity, or confusion, or friction, or contradiction and conflict between its various provisions, or undermines, or tends to defeat or destroy the basic scheme and purpose of the enactment must be eschewed. The primary and foremost task of the Court in interpreting a statute is to gather the intention of the legislature, actual or imputed. Having ascertained the intention, it is the duty of the Court to strive to so interpret the statute as to promote or advance the object and purpose of the enactment. For this purpose, where necessary, the Court may even depart from the rule that plain words should be interpreted according to their plain meaning. There need be no meek and mute submission to the plainness of the language. To avoid patent injustice, anomaly or absurdity or to avoid invalidation of a law, the court would be justified in departing from the so-called golden rule of construction so as to give effect to the object and purpose of the enactment. Ascertainment of legislative intent is the basic rule of statutory construction.”

25. In this case, the issue is extension of the tenure of the Members

of a Forum, which adjudicates disputes between the Distribution Licensee and the Consumers. When such forum is constituted, the underlying faith of the consumers on the Forum has to be established and strengthened. This can be done only by protecting the independence of the Forum. One has to see that the Forum is independent and is not bias towards any of the parties to the dispute. So far as the Forum, here, is concerned, one of the parties to the dispute invariably will be Distribution Licensee. If a Distribution Licensee is given wide powers to remove the Second Member, unilaterally, without the concurrence or approval of the Commission and if it refuses to extend the period, the independence of the Forum will fade away.

26. A Forum, which has been given a power to adjudicate a dispute, must be independent. Non-extension of the tenure, without assigning any reason and without undertaking an exercise to find out as to whether the work of the Member was satisfactory or not, will undermine the independence, impartiality and integrity of the said member. Said member will always remain under the control of one of the party to the dispute, i.e., Distribution Licensee, which is not good for the health of the Forum.

27. When there is a provision for extension, though even if it is not a vested right, yet an exercise must be undertaken to arrive at a conclusion whether the term of a Member needs to be extended or not. Without undertaking such exercise, if unbridled power is solely vested with the Distribution Licensee to remove a Member on completion of the initial period of appointment, without considering whether it is necessary to extend the term or not, will also amount to giving an upper hand to one of the party to the dispute.

28. Another aspect, which needs to be looked into for the purpose of this case is process for removal of the Chairperson and Member of the Forum. Here Member means the Second Member also. Clause 5.2 of the Regulations provides for the grounds on which a Member can be removed. Clause 5.2 of the Regulations reads as under: -

“5. Removal of Member / Chairperson

(1) ...

(2) The Distribution Licensee or the Commission on its own may, by order, remove from office the Chairperson or any Member if he –

(a) Has been adjudicated insolvent;

(b) Has been convicted of an offence which involves moral turpitude;

(c) Has become physically or mentally incapable of acting as a

Chairperson/Member.

(d) Has acquired such financial or other interest as is likely to affect prejudicially his function as a Member.

(e) Has so abused his position as to render his continuance in office prejudicial to the public interest;

(f) Has been guilty of proven misbehavior.

Provided that no Chairperson or Member shall be removed from his office on any ground specified in clauses (c), (d), (e) and (f) unless the Commission, on a reference being made in this behalf by the Distribution licensee or the Commission on its own, has, on an inquiry, held that the Chairperson or any Member ought to be, on such ground or grounds be removed."

29. The proviso to the said regulation provides that to remove a Member on the grounds specified in (c), (d), (e) and (f) a reference has to be made to the Commission by the Distribution Licensee or the Commission can on its own motion make an inquiry. This means that the aforesaid provision clearly provides that the Distribution Licensee can remove a Member only when grounds (a) and (b) are fulfilled. Clause 5(2)(a) and 5(2)(b) relate to adjudicated insolvency and adjudicated conviction. These two conditions, according to me, does not need any further independent inquiry or adjudication. Thus, a power has been given to the Distribution Licensee to remove a Member on pre adjudicated proved ground. So far as other grounds are concerned, the same needs independent inquiry, where the grounds of removal is based on conclusion of independent enquiry, and depends on its finding, the Distribution Licensee has not been given the absolute power to remove the Member. In those cases, it is only the Commission, who has to first make an enquiry and based on that report, removal can be effected. This provision of law also safeguards and upholds the independence and impartiality of a Member. To suspend a Member also a Distribution Licensee has to consult the Commission, which is evident from Clause 5(3) of the Regulations.

30. Clause 12 of the said Regulations deals with findings of the Forum. Second proviso of Clause 12.2 provides that in absence of a Chairperson, senior most Member shall preside over the proceeding. This means the senior most Member of the Forum, in a case, may be the Second Member also, who will have the right to preside in absence of the Chairperson. A Member, who is supposed to act as a Chairperson, needs to be independent and impartial. There should not be any fear of reduction of

tenure or non-extension in the mind of any Member. If there remains any apprehension or fear, the same will affect his integrity, impartiality and independence. Once the exclusive unbridled power is given to the Distribution Licensee to not to extend the tenure without any reason, inspite of satisfactory performance, the same will have a severe negative impact on the integrity, impartiality and independence of the Member. All these basic qualities can be compromised.

31. A person being appointed as a Second Member in terms of the Regulations is well aware that his initial tenure is for three years, but can be extended for another period of two years or till the age of 65 years, provided that his/her performance is satisfactory. The said Member cannot claim extension beyond two years and cannot claim to remain as a Member beyond 65 years, but he/she has some expectations of extension of a two year period, provided his/her services are satisfactory. The word 'extendable' in this case, considering the nature of work, rather becomes mandatory on satisfactory service. No discretion is left open to the Distribution Licensee to remove the second member when his/her services are satisfactory. To adjudicate whether the services are satisfactory, his performance etc. definitely needs to be evaluated and also the different grounds mentioned in Clause 5(2) needs to be considered. Once any of the grounds mentioned in Clause 5(2) are not established and it is found that the services are satisfactory, tenure must be extended.

32. Thus, from what has been discussed above, the Clause 4.2(2) of the JSERC Regulations, 2020, which deals with appointment/renewal of term of the Second Member, has been interpreted considering the purpose of establishment of the Disputes Redressal Forum and the purpose for which the Members are appointed.

33. In the context of the present case, since the Forum is to adjudicate the dispute, the Members, who are adjudicating the disputes, must be independent. The Distribution Licensee should not have any power, which can unduly influence the Member of the Forum directly or remotely. Curtailing the tenure by the Distribution Licensee, who is one of the parties to the dispute, will have an unbridled power to influence the Member of the Forum. The independence of the said Member will come under serious threat, consequently, the independence of the Forum can also be questioned.

34. In the light of the guidelines of the Hon'ble Supreme Court as quoted above and in the above background and discussion made in this

judgment, the entire Clause 4.2(2) of the JSERC Regulations, 2020 and the word 'extendable' are being interpreted, considering the fact and the purpose for which it has been provided. The word 'extendable' in Clause 4.2(2) of the JSERC Regulations, 2020 is to be read as mandatory, only subject to if the performance of the Member is satisfactory. Once the performance of a Member is found to be satisfactory, his extension is a matter of course and the Commission has to be approached by the Distribution Licensee with a recommendation to extend the tenure.

35. Considering what has been held above, I hold that the respondents must evaluate performance of the Second Members and if the performance is satisfactory, their tenure must be extended. Without undertaking the evaluation process and without arriving at a conclusion as to whether their tenure needs to be extended or not, the Distribution Licensee cannot take any unilateral decision to close the tenure of the Second Member and take steps to appoint fresh Second Member for the Forum.

36. Consequent to what has been held above, the advertisement No.03/25 dated 07.08.2025, whereby the respondents have decided to seek applications for appointment of Second Member of Consumer Grievance Redressal Forum, Ranchi and Chaibasa, without undertaking the process of evaluating the performance of Second Members, is set aside. Respondents are directed to evaluate the performance of the Second Members and only if their performance is not found satisfactory, proceed to fill up the posts of the Second Members.

37. This writ petition stands allowed. Pending interlocutory applications, if any, stand disposed of.

(Ananda Sen, J.)

High Court of Jharkhand, Ranchi
Dated 26th February, 2026
Kumar/Cp-02

Uploaded on 26.02.2026