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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ W.P.(C) 1196/2023 (*Disposed of case*)

RANBIR SINGH SENIOR CITIZEN ..... Petitioner  
Through: Ms. Sakshi Raghav, Advocate  
alongwith petitioner in person.

versus

DELHI JAL BOARD & ORS. .... Respondents  
Through: Mr. Manish Srivastava, Mr. Moksh  
Arora, Mr. Santosh Ramdurg,  
Advocates for R-2.  
Mr. Pramod K. Sah, Advocate for  
respondent No. 3.  
Mr. Tushar Sannu & Mr. Devvrat  
Tiwari, Advocates for GNCTD.

**CORAM:**  
**HON'BLE MR. JUSTICE PRATEEK JALAN**

**ORDER**

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**08.12.2023**

**CM APPL. 50040/2023** (*Application on behalf of the petitioner for  
adjustment of rent against expenditure of Rs. 36,558/-*)

**CM APPL. 50041/2023** (*Application on behalf of the petitioner for  
direction*)

1. By order dated 03.03.2023, the writ petition was disposed of by directing respondent No. 2 - Tata Power Delhi Distribution Limited to grant a fresh electricity connection to the petitioner, subject to the terms and conditions mentioned therein.

2. The petitioner is admittedly a tenant in the subject property. His contention was that the landlord (respondent No. 3) had disconnected the



existing connection and that there were outstanding dues in respect of consumption of electricity at the subject property. The order dated 03.03.2023 records that the petitioner had fulfilled his part of the obligation by paying Rs. 3,000/- to respondent No. 3, but respondent No. 3 had neither completed the necessary formalities, nor deposited the amount with respondent No. 2.

3. In these circumstances, it was directed that the connection in the name of the petitioner would be granted without insisting on an NOC from respondent No. 3. As far as the amount deposited in concerned, the Court observed as follows:-

*“(vi) Petitioner shall not seek adjustment of the security deposit. However, on the petitioner vacating the premises or being evicted and surrender of the electricity meter, petitioner shall be entitled to refund of the security deposit subject to adjustment of any dues of respondent No.2.*

*(vii) Respondent No. 2/Tata Power Delhi Distribution Limited shall be entitled to disconnect the electricity supply in case petitioner fails to pay the electricity charges.*

xxxx                      xxxx                      xxxx                      xxxx

*(ix) Without prejudice to the rights and contentions and further right to seek adjustment in the rent, the petitioner would deposit the outstanding dues of Rs.9,000/- with respondent No. 2/Tata Power Delhi Distribution Limited in three monthly instalments starting from March, 2023 onwards.”*

4. The Court specifically noted that the directions were without prejudice to pending disputes between the petitioner and respondent No. 3.

5. It is now submitted by Ms. Sakshi Raghav, learned counsel for the petitioner, that respondent No. 3 has neither adjusted the amount of Rs. 9,000/- towards his rent, nor refunded the amount of Rs. 3,000/- in terms



of the directions of the Court. These applications have been filed for directions in this regard.

6. Mr. Pramod K. Sah, learned counsel for respondent No. 3, submits that respondent No. 3 has initiated eviction proceedings against the petitioner in the month of July, 2023.

7. Having regard to the fact that the writ petition concerns grant of an electricity connection to the petitioner which has already been done, the applications are disposed of with the direction that the petitioner may agitate his claim against respondent No. 3 by way of appropriate proceedings and/or in defence of the eviction proceedings instituted by respondent No. 3.

8. No further directions are required in these applications. The applications stand disposed of.

**PRATEEK JALAN, J**

**DECEMBER 8, 2023**

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