

IN THE COURT OF SH. BHARAT AGGARWAL, CIVIL JUDGE,
DELHI (WEST)-02

SUIT NO.534/2020

Isha Bhatia

Plaintiff

Versus

BSES Rajdhani Power Ltd.

Defendant

THROUGH CISCO WEBEX VIDEO CONFERENCING

Date:24/07/2020 (2.00 P.M to 2.13 P.M)

Present:- Sh. Manoj Gahlaut, Ld. Counsel for plaintiff. (Mobile No.9717266273, 9211324585) (E-mail ID of Sh. Manoj Gahlaut : Manoj28gahlaut@gmail.com)

1. Ld. Counsel for the plaintiff has argued on the point of consideration. Ld. Counsel has submitted today that the Plaintiff has not deposited the arrears of money as directed by this court vide last order dt.27/06/2020. The plaintiff has filed this suit for mandatory injunction against the defendant for installing an electricity meter and resuming the electricity supply at the house address of the plaintiff, i.e., F-19, third floor, Vishnu Garden, New Delhi bearing CA No.152678504.

2. As per the award dated 03/09/2019 passed by the Permanent Lok Adalat, the plaintiff was to pay the defendant/BSES a total of Rs.41,810/- out of which the first instalment of Rs.16,810/- was duly paid. However, subsequent instalments of Rs.12,500/- each due on 13/10/2019 and 13/11.2019 respectively were not paid by the plaintiff. Pursuant to this

breach, on 29/11/2019, the electricity meter was taken away by the defendant. That thereafter, the plaintiff and her family members started residing at her mother's house in Tilak Nagar, New Delhi.

3. As has been admitted by the plaintiff in the plaint itself, the plaintiff has not complied with the award dated 03/09/2019. Before this court, the plaintiff has maintained the stand that she is unable to pay the money for various reasons, i.e., that the husband is unemployed, that the wife is the sole-earning member of the family, that their son has been sick for the past few months. The plaintiff has stated that she is willing to pay the balance amount in new instalments of Rs.5000/- each and the electricity connection be restored.

4. On court inquiry, it has been revealed that no amount has been paid by the plaintiff to the defendant since passing of the last order. It has been further revealed during the course of the arguments that the plaintiff has not even approached the defendant for reconsideration of the matter and has directly approached the court of law.

5. It is not even the case of the plaintiff that the defendant is not restoring the electricity despite making the payment. Rather, the only case of the plaintiff is that the defendant/BSES further grant time to the plaintiff to make the payment as per the settlement amount in future instalments.

6. Needless to say, that relief of injunction is an equitable relief where the litigant who approaches the court is expected to come to the court with clean hands. More so, it does not appear that any legal right of the plaintiff has been infringed in the present case by the defendant as the plaintiff is admittedly herself in default. There seems to no *bonafide* in the plaint filed

by the plaintiff. In fact, despite the opportunity granted by the court the Plaintiff has yet failed to make any payment whatsoever in the present case.

7. Since the plaintiff herself is at default by not paying the arrears of the electricity charges even after getting time from the permanent Lok Adalat and no such payment being made even after approaching this court, this court is of the considered opinion that no cause of action has arisen in this matter in favour of the Plaintiff.

The plaint is hereby rejected under the provisions of Order VII Rule 11 CPC for lack of cause of action.

A copy of this order be sent to the Ld. Counsel for plaintiff and also to the filing/computer branch Tis Hazari Court, Delhi for uploading the same on the official website of District Courts.

Bharat Aggarwal
C.J-02, West, THC, Delhi
dt.24/07/2020