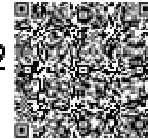


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CR-902-2022 (O&amp;M)

[130] IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

CR-902-2022 (O&M)  
Date of Decision : 17.02.2025

M/s Raheja Developers Limited ...Petitioner

versus

Vedanta Resident Welfare Association  
through its President and another ...Respondents

Coram : **HON'BLE MR. JUSTICE PANKAJ JAIN**

Present: Mr. Amit Jain, Senior Advocate with  
Mr. Anupam Mathur, Advocate  
for the petitioner.

Mr. Tanmoy Gupta, Advocate  
for respondent No.1.

Mr. Arvind Seth, Advocate  
for respondent No.2.

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**PANKAJ JAIN, J. (ORAL)**

[1] In a suit filed by the Resident Welfare Association, the grievance raised is against payment of differential amount. The builder is aggrieved of order dated 21.12.2021 (Annexure P-3) whereby, provisions as contained under Order X CPC have been invoked even prior to filing of written statement by the defendant and virtually suit stands decreed. The dispute at the root is non sanction/non grant of regular electricity connection by respondent No.2-Dakshin Haryana Bijli Vitran Nigam Limited (DHBVNL).

[2] Residents as well as the DHBVNL claim that the electricity is being supplied through a temporary connection, which was initially sanctioned in favour of the developer for the purpose of construction. It was

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never got regularized. Further stand of the DHBVNL is that in order to get regular connection, developer was required to submit electrification plan, which has not been submitted till date and in these circumstances, the tariff is being charged as per the policy.

[3] Mr. Gupta, counsel for respondent No.1-Vedanta Resident Welfare Association, submits that the power connection being a necessity, developer was required to facilitate the same. For the lapse on the part of builder/developer, the residents cannot be made to suffer.

[4] Mr. Jain, Senior counsel for the petitioner submits that the issue being raised before this Court regarding non submission of electrification plan is against the record. Developer filed written statement before the learned Trial Court, in which, the circumstances stand explained in detail. The developer was required to comply with the setting up of Sub Station in terms of the Policy, which was invoked at the time Occupation Certificate was issued. However, the Policy was changed later on, as per which, DHBVNL is coercing the developer to upgrade the 11 KV Sub Station to 33 KV Sub Station. All the amounts collected from the allottees having already been spent to set-up 11 KV Sub Station, the Developer cannot be made to comply with the policy that came into existence after the date of Occupation Certificate.

[5] I have heard counsel for the parties and have carefully gone through records of the case.

[6] The primary dispute between the developer and the DHBVNL relates to compliance of the conditions required for grant of regular electricity connection. Learned Trial Court is already seized of the issue

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thus, this Court does not deem it appropriate to comment thereupon.

[7] Mr. Seth, counsel for respondent No.2-DHBVNL does not dispute that there is a bank guarantee submitted by the developer and to an extent, the interest of DHBVNL stands secured.

[8] Learned Senior Counsel representing the developer submits that the liability of the developer is subject to final outcome of the suit.

[9] These issues apart, this Court finds that learned Trial Court erred in invoking provisions as contained under Order X CPC even prior to the stand of defendant coming on record. Resultantly, the order dated 21.12.2021 (Annexure P-3) is hereby *set aside*. Keeping in view the nature of controversy involved, learned Trial Court is directed to decide the suit preferably within the calendar year of 2025. It is made clear that keeping in view that the primary dispute is with respect to liability of the developer, defendant No.2 shall not disconnect the electricity connections being availed by the allottees, subject to their making regular payment at domestic tariffs. The developers shall be bound by the statement given by counsel as recorded hereinabove. The liability to pay amount to DHBVNL if any shall abide by the decision of the learned Trial Court.

[10] **Disposed off** accordingly.

[10] All pending miscellaneous application(s), if any, stand *disposed off*.

**(PANKAJ JAIN)**  
**JUDGE**

17.02.2025  
'R. Sharma'

*Whether speaking/ reasoned* : *Yes/No*  
*Whether reportable* : *Yes/No*