



2026:DHC:8003



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

% **Reserved on: 10th July, 2026**
Pronounced on: 18th September, 2026
Uploaded on: 18th September, 2026

DLHC010291402026

+ **RSA 115/2026, CM APPL. 42733/2026 (delay) & CM APPL.**
42734/2026

RADHEY SHYAM GUPTA

S/o Late Sh. Gaja Nand
R/o House No. 285/8, Gopal Mandir,
Old Rohtak Road, Kishan Ganj, Delhi
Now Residing at:
B-5/28, Sector-8, Rohini,
Delhi-110085

.....Appellant

Through: Mr. Sanjeev Bindal and Ms. Krishna
Nagri, Advocates.

versus

TATA POWER DELHI DISTRIBUTION LIMITED

(Formerly known as North Delhi Power Limited)
H.O. at NDPL House, Hudson Lines,
Kingsway Camp, Delhi-110009.

And

District Office at
NDPL District Office Building
27/9, Nangla Park, Shakti Nagar,
Delhi-110007.

.....Respondent

Through: Mr. Manish Kumar Srivastava, Mr.
Moksh Arora, Mr. Santosh Ramdurg,
Advocates along with Mr. Amit Singh
(AGM Legal), Advocates.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA



J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. **Regular Second Appeal** under Section 100 read with Order XLII and Section 151 of the Code of Civil Procedure, 1908 (hereinafter referred to as “CPC”) has been filed on behalf of the Appellant/Plaintiff against the Judgment and Decree dated 26.12.2025, whereby the learned District Judge-14, Central District, Tis Hazari Courts, dismissed RCA No.35/2024 and upheld the dismissal of the Suit for Permanent and Mandatory Injunction and Recovery of Damages, vide Judgment dated 08.02.2024 of the learned Civil Judge-08 (Central), Tis Hazari Courts, Delhi.
2. The **facts in brief** are, that the Plaintiff/Appellant, Mr. Radhey Shyam Gupta, had instituted Civil Suit No.31/2013 seeking Permanent and Mandatory Injunction and Recovery of Damages.
3. The case of the Plaintiff, as pleaded in the Complaint, was that he is the owner of **Property bearing Municipal No.669, Ward No.75, Kishan Ganj, Delhi**, comprising several built-up quarters bearing Nos. **285/1 to 285/41**, besides Jhuggis, Hutments, a Temple, two Wells, Piao etc., along with an open compound in the middle and on the western side, popularly known as “*Gopal Mandir*” and “*Munna Lal Gaja Nand Bhiwani Walo Ka Kuan*”. The entire Property is stated to be spread over approximately **4537 sq. yards**, forming part of **Khasra Nos.233 to 237**, situated in the erstwhile Village Sadhora Khurd, as reflected in the Settlement Record for the year **1908-09**.
4. The Plaintiff asserted that the Property had originally been acquired by his ancestors and had thereafter devolved upon him. According to him,



the Khasra numbers pertaining to the Property were reconstituted from time to time. The Property was initially comprised in **Khasra Nos.233 and 234**, which formed part of a garden situated in Village Sadhora Khurd in the year 1878, now known as Kishan Ganj. The same was purchased by **Sh. Badri Dass and Sh. Bhagwan Dass**, sons of Sh. Dalu Ram and ancestors of the Plaintiff, from **Sh. Jamna Dass and others**, vide Sale Deed dated **01.03.1878**, registered on **13.03.1878**.

5. The said Property was subsequently reconstituted as **Khasra Nos.613 and 614**, as reflected in the *Khasra Paimaish* for the year 1880. Sh. Badri Dass and Sh. Bhagwan Dass were recorded as owners thereof in the *Jamabandi* for the year **1884-85**. Upon the demise of Sh. Badri Dass, his share was mutated in favour of his wife **Mst. Rikhi @ Nanhi @ Bansi**, along with Sh. Bhagwan Dass, as reflected in the *Jamabandi* for the year **1905-06**.

6. It was further averred that another Property comprised in **Khasra Nos.600, 601, 602, 603 and 612**, situated in Village Sadhora Khurd, was purchased by Sh. **Bhagwan Dass** from **Mohd. Yaqub**, vide Sale Deed dated **03.08.1905**, registered on **07.08.1905**. The corresponding entries were recorded in his name in the *Jamabandi* for the year **1905-06**.

7. In the year **1908-09**, the Khasra numbers were again reconstituted. Parts of Khasra Nos.601 and 602 were reconstituted as **Khasra No.234**, while Khasra Nos.600, 603 and 612 and the remaining portions of Khasra Nos.601 and 602 were reconstituted as **Khasra No.233**. Similarly, parts of Khasra Nos.613 and 614 were reconstituted as **Khasra No.235**, while their remaining portions were reconstituted as **Khasra Nos.236 and 237**, as reflected in the Revenue Record for the year 1908-09.



8. The Plaintiff asserted that **Sh. Bhagwan Dass** was recorded as owner of the reconstituted Khasra Nos.233 and 234, while **Mst. Rikhi @ Nanhi @ Bansi and Sh. Bhagwan Dass**, who were the owners of the Property earlier comprised in Khasra Nos.613 and 614, were recorded as owners of the reconstituted **Khasra Nos.235, 236 and 237**. Subsequently, the Property came to bear **Municipal No.669 and Nos.285/1 to 285/41**, along with the superstructures standing thereon.

9. The Plaintiff further traced his title through **Sh. Dallu Ram**, the common ancestor, who had seven sons, namely, Sh. Dilsukh Rai, Sh. Harmukh Rai, Sh. Tara Chand, Sh. Badri Dass, Sh. Bansi Dhar, Sh. Bhagwan Dass and Sh. Ramji Dass. Sh. Dilsukh Rai, Sh. Harmukh Rai and Sh. Tara Chand died issueless.

10. Sh. Badri Dass was married to **Mst. Rikhi @ Nanhi @ Bansi** and had no biological son. He adopted **Sh. Inder Mal**, son of Sh. Baijnath and grandson of his brother Sh. Bhagwan Dass. Sh. Bansi Dhar had one son, **Sh. Chhajju Ram**, and two grandsons, **Sh. Munna Lal and Sh. Gajanand**, the latter being the father of the Plaintiff.

11. Sh. Badri Dass was married to **Mst. Rikhi @ Nanhi @ Bansi** and had no biological son. He adopted **Sh. Inder Mal**, son of Sh. Baijnath and grandson of his brother Sh. Bhagwan Dass. Sh. Bansi Dhar had one son, **Sh. Chhajju Ram**, and two grandsons, **Sh. Munna Lal and Sh. Gajanand**, the latter being the father of the Plaintiff.

12. Sh. Inder Mal, Sh. Munna Lal, Sh. Jagan Nath and Sh. Baijnath died issueless. Sh. Babu Lal is also stated to have died and nothing had been heard about him for the last about 70 years. Sh. Harkaran Dass, Sh. Chhajju Ram, Sh. Kallu Ram and Sh. Gajanand also expired. According to the



Plaintiff, his father, **Sh. Gajanand**, became the sole surviving heir to the Property during his lifetime. Thereafter, by virtue of the **registered Will dated 08.11.1978**, the Property devolved upon the Plaintiff, thereby making him its sole owner.

13. The Plaintiff asserted that, being the exclusive owner and in possession of the Property, he had let out certain portions thereof to different tenants, while some other portions had been given on licence, from which he was collecting rent. He claimed that **Quarter Nos.285/8, 285/13, 285/14 and 285/15** continued to remain in his possession

14. A *Pujari*, namely **Sh. Gobind Lal Sharma**, along with his brother, had also been engaged by the Plaintiff for rendering *Puja* services in the Temple situated within the Property. The Plaintiff claimed that he had earlier resided in a portion of the Property along with his father, but subsequently shifted to a flat in Rohini after his children grew up, though he continued to visit the Property from time to time.

15. According to the Plaintiff, when he visited the Property in **October, 2012**, he found that the **Defendant/Respondent** had, without his consent or permission, erected concrete poles for the purpose of laying electric wires. Consequently, he served a **Legal Notice dated 05.11.2012**, calling upon the Defendant to remove the poles allegedly erected upon his Property and to refrain from laying electric supply lines through his land.

16. The Plaintiff claimed that after receipt of the Legal Notice at the Head Office as well as at the Shakti Nagar District Office, the further development work was stopped. He was, therefore, under the impression that though no formal Reply had been sent to the Legal Notice, the Defendant had decided not to proceed further with the laying of electric wire



17. To ascertain the position, the Plaintiff visited the District Offices of the Respondent at Shakti Nagar and Lawrence Road on **21.01.2013**, where the concerned Officials, after examining the relevant file, allegedly informed him that the Project had been shelved after receipt of his Legal Notice and that there was, therefore, no necessity of sending a formal Reply.

18. However, to the utter shock and surprise of the Plaintiff when he happened to visit the property again on 14.03.2013, he found that the Defendant had again taken up the work and were illegally installing some more pillars spread over the open space/compound of the Plaintiff's property and had laid a network of overhead electric wires, installation distribution boxes, transformers etc. According to the Plaintiff, approximately **20 electric poles**, some made of concrete and others of steel, had been installed and electricity connections had been extended to the hutments, without his permission, clearance or No Objection.

19. The Plaintiff again approached the Site Officer and the concerned District Office on **14.03.2013 and 15.03.2013**, but was unable to meet the District Manager. He claimed that the acts of the Defendant had deprived him of the beneficial enjoyment of his Property and were in violation of **Section 68 of the Electricity Act, 2003** and the **Works of Licensees Rules, 2006**. Consequently, the Suit was filed seeking **Permanent Injunction** restraining the Defendant from interfering with his peaceful possession and from making further installations; **Mandatory Injunction** directing removal of the poles, erections and installations; and **damages @ Rs.50,000/- per month** from March, 2013, along with *pendente lite* and future damages at the same rate until removal of the installations



20. The **Defendant** contested the Suit by filing its Written Statement. A preliminary objection was taken that the Suit was founded upon forged and fabricated documents. It was asserted that while the alleged registered Sale Deeds were stated to be of the years **1878 and 1905**, the stamp papers on which they had allegedly been executed bore the National Emblem of India and the expression “*Bharat*”, which came to be adopted only after India became a Republic on **26.01.1950**. It was, therefore, claimed that the documents relied upon by the Plaintiff for tracing his title were either forged or had no force in law.

21. It was further asserted that the Plaintiff was not the owner of **Property bearing Municipal No.669, Ward No.75, Kishan Ganj, Delhi** (hereinafter referred to as the “*Suit Property*”), nor of the area where the Defendant was carrying out the electricity works. According to the Defendant, enquiries conducted prior to commencement of the work revealed that the Property belonged to the **Indian Railways**.

22. The Defendant further asserted that it is a ***Distribution Licensee*** under the **Electricity Act, 2003**, being a joint venture between Tata Power Company and the Government of NCT of Delhi, and is engaged in distribution of electricity in the North and North-West parts of Delhi.

23. It was pleaded that the works undertaken by the Defendant were governed by **Section 67 of the Electricity Act, 2003** and the **Works of Licensees Rules, 2006**. Section 67(4) provides that any difference or dispute arising under the said provision, including in regard to compensation, is to be determined by the Appropriate Commission. It was further claimed that under the 2006 Rules, the District Magistrate, Commissioner of Police or any Officer authorised by the State Government is the Competent Authority



for passing appropriate directions concerning removal, alteration or compensation.

24. On this premise, it was asserted that even if the Plaintiff were assumed to be the owner of the Suit Property, the Civil Court had no jurisdiction to grant the relief of removal of the installations or award compensation, the said jurisdiction being vested in the Competent Authority under the statutory scheme.

25. It was further pleaded that under the **Works of Licensees Rules, 2006**, a Licensee may carry out works or lay an electric supply line in or around any land or building with the prior consent of the owner or occupier. In case the owner or occupier raises an objection, the Licensee is required to obtain written permission from the Competent Authority.

26. According to the Defendant, more than **200 Jhuggies** existed at the suit property and their residents had allegedly been indulging in theft of electricity for a considerable period. A raid was, therefore, conducted in early 2012, whereafter the residents requested permanent and regular electricity connections. They allegedly produced their Voter Identity Cards to demonstrate their occupation of the Property.

27. The Defendant claimed that after obtaining the consent of the said occupiers, it commenced the work in **October, 2012** in accordance with the 2006 Rules. It was asserted that neither the occupiers nor the Indian Railways, which according to the Defendant was the owner of the Property, raised any objection; hence, no written permission from the Competent Authority was required.

28. The receipt of the Legal Notice issued by the Plaintiff was admitted. However, it was denied that the installation work had ever been halted or



that the Plaintiff had been informed that the Project had been shelved. It was admitted that no formal Reply to the Legal Notice had been sent.

29. The Defendant denied that the Plaintiff had been deprived of the enjoyment of the Property or that its acts were contrary to fair play or natural justice. It was asserted that the Plaintiff had no *locus standi* to object to the works and that regular electricity connections had, in fact, benefited the residents of the *Jhuggies*. The Suit was, therefore, claimed to be without merit and liable to be dismissed.

30. The Plaintiff in the Replication, reaffirmed the assertions made in the Complaint and denied the allegations made in the Written Statement.

31. The Issues on the pleadings were framed on **25.09.2023**, which are as under:

1. *Whether the Plaintiff is entitled to the relief of permanent injunction, as prayed for? OPP*
2. *Whether the Plaintiff is entitled to the relief of mandatory injunction, as prayed for? OPP*
3. *Whether the suit of the plaintiff is barred under the Electricity Act 2003 as stated in preliminary objection no. 4 & 5 of WS? OPD*
4. *Whether the work & acts of the Defendant are in accordance with the provisions of Electricity Act 2003 of the Rules 2006 framed thereafter? OPD*



5. *Relief.*

32. The Plaintiff examined himself as **PW-1** and tendered his evidence by way of Affidavit, **Ex.PW-1/A**. He relied upon the certified copy of the Sale Deed dated 13.03.1878, the *Paimaish Mauza* for the year 1880, *Khatoni, Jamabandi*, Sale Deed dated 03.08.1905, Will dated 08.11.1978 executed by Sh. Gaja Nand in favour of the Plaintiff, House Tax Receipts and the certified copies of the Judgment and Statements of Mr. Ram Swaroop recorded in the earlier Suit, which were exhibited as **Ex.PW-1/1 to Ex.PW-1/24**.

33. The Defendant examined **DW-1, Mr. Om Prakash, Senior Manager**, who tendered his Affidavit of Evidence as **Ex.DW-1/A** and deposed substantially in terms of the defence taken in the Written Statement. **DW-2, Mr. Manoj Kumar Pradhan, Senior Manager (BU) Zone**, proved photocopies of various documents, including the Sketch Plan for laying the cables and Letters, as **Ex.DW-2/1 to Ex.DW-2/4**.

34. The learned Civil Judge, upon appreciation of the evidence and the statutory provisions, concluded that the jurisdiction of the Civil Court stood barred under the scheme of **Section 67 of the Electricity Act, 2003 read with Rule 3 of the Works of Licensees Rules, 2006**. Consequently, the Issues pertaining to Permanent and Mandatory Injunction became redundant. It was further observed that no cogent evidence had been led by the Plaintiff to establish or quantify the damages claimed by him. The Suit was, accordingly, dismissed vide Judgment dated **08.02.2024**.

35. Aggrieved by the dismissal of the Suit, the Plaintiff preferred **RCA No.35/2024** before the learned District Judge. The learned First Appellate



Court reconsidered the relevant provisions of the Electricity Act, 2003 and the Works of Licensees Rules, 2006 and concurred *with the finding that the Civil Court had no jurisdiction to entertain the Suit. The finding that no cogent evidence had been led to quantify the compensation/damages, was also affirmed.*

36. The learned First Appellate Court further observed that the electric poles had already been installed and electricity was being supplied to the residents, rendering the prayer for restraining the work, infructuous. It also took note of the fact that despite the Order dated **27.03.2015** of the learned Trial Court, the Plaintiff had not approached the District Magistrate and was, therefore, held disentitled to the relief of Mandatory Injunction. **The Appeal was, accordingly, dismissed vide Judgment dated 26.12.2025.**

37. Aggrieved thereby, the Plaintiff has preferred the present ***Regular Second Appeal***

38. The principal ***grounds of challenge*** are that the learned First Appellate Court has erred in treating Issue Nos.3 and 4, pertaining to jurisdiction and the statutory bar, as having already been “closed” or “settled”. It is asserted that such an observation is contrary to the liberty granted by this Court vide Order dated **26.07.2017 in FAO No.30/2017**, whereby the Appellant was permitted to raise all Issues, including the question of jurisdiction, for consideration afresh.

39. It is further asserted that both the Courts below have committed an error in declining effective relief despite noticing non-compliance with the provisions of the Electricity Act, 2003 and the Works of Licensees Rules, 2006. According to the Appellant, the learned First Appellate Court failed to examine whether the dispute concerning unauthorised entry upon private



property, where the statutory mechanism had allegedly not been invoked by the Licensee, fell within the exclusive domain of the statutory Authorities.

40. It is further contended that the learned First Appellate Court failed to consider whether the consent of the Jhuggi dwellers could substitute the consent of the lawful owner. It is also asserted that the Courts below erred in requiring mathematical precision for quantification of damages, which, according to the Appellant, could have been assessed on a reasonable estimation once the wrongful act and deprivation of the use of the Property stood established.

41. The Appellant has also challenged the finding that the relief of Injunction had become infructuous merely because the work had been completed. It is claimed that the continued existence of the allegedly unauthorised installations constitutes a continuing wrong and that the relief of Mandatory Injunction for their removal survives. It is, thus, submitted that the impugned Judgment is liable to be set aside and the Suit decreed.

Submissions heard and the record perused.

42. The case of the Plaintiff is, that, he is the owner of the property in question comprising of several built up quarters bearing No.285/1 to 285/41 besides Jhuggis, Hutments, a Temple, two Wells, Piao etc and the open space in the middle with the western side famously known as ‘Gopal Mandir’ and ‘Munna Lal Gaja Nand Bhiwani walo ka kuan’. And the entire property is spread over an area of 4537 square yards forming part of Khasra No.233 to 237 in the erstwhile village Sadhora Khurd, as per Settlement Record dated 18.08.09. *Both the Courts concurrently, accepted the ownership of the plaintiff, in the suit land.*



43. The Appellant/Plaintiff had contended that the Defendant Company for the purpose of laying electric wires and to supply the electricity in the area, has illegally erected concrete poles on the road. *However, no permission from the Appellant was taken and, therefore, he is entitled to damages of Rs.50,000/- and pendent lite and future damages @ Rs.50,000/- per month till the removal of such erections and installations.*

44. The first issue which arose for determination was whether the jurisdiction of the Civil Court is barred under the Indian Electricity Act, **to grant the relief, as claimed by the Plaintiff.**

45. It would be pertinent to refer to **Section 67 (3) & (4) of Electricity Act**, which reads as under:

“ **Section 67 –**

*3. A licensee shall in exercise of any of the powers conferred by or under this Section and the rules made there under, cause as little damage, detriment and in convenience as may be, **and shall make full compensation for any damages, detriment or inconvenience caused by him or by anyone employed by him.**”*

*4. where any difference or dispute including amount of compensation under sub Section 3 arises under this section, **the matter shall be determined by the Appropriate Commission.**”*

46. **Rule 3 of The Works of Licensees Rules, 2006** reads as under:

“A licensee may-(a) carry out works, lay down or place any electric supply line or other works in, through, or against, any building, or on, over or under any land whereon, where-over or where-under any electric supply



*line or work has not already been lawfully laid down or placed by such licensee, **with the prior consent** of the owner or occupier of any building or land.*

Provided that in case where the owner or occupier of the building or land raises objections in respect of works to be carried out under this rule, the licensee shall obtain permission in writing from the District Magistrate or the Commissioner of Police or any other officer authorized by the State Government in this behalf for carrying out the works.

Provided further that if at any time, the owner or occupier of any building or land on which any works have been carried out or any support of an overhead line, stay or strums has been fixed shows sufficient cause, the District Magistrate or the commissioner of Police or the officer authorized may by order in writing direct for any such works, support, stay or strut to be removed or altered.”

47. In view of this rule, it is evident that if the Licencee erects any Poles,etc. for providing the Electricity on the land owned by third party, it shall obtain **prior consent** of the owner or occupier of any building or land. In case any objection is taken by the owner, as in the present case, **the licensee was mandated to obtain permission in writing from the District Magistrate or the Commissioner of Police or any other officer so authorized** by the State. As had been rightly noted, no permission was ever sought from the owner or the competent Authority.



48. The Respondent tried to wriggle out of this obligation by erroneously asserting that there was theft of electricity being committed, necessitating the installation and supply of electricity. There may have been imminent need, but it did not absolve the Respondent from its statutory obligations.

49. The specious explanation was then sought to be given in regard to permission, by asserting that the request was made by the Jhuggi occupiers, but once the Owner was objecting, the permission should have been taken from the DM or the Commissioner of Police or the Competent Authority, which was never done.

50. Admittedly, the owner of the property was the Plaintiff and no permission, whatsoever, had been taken from the Plaintiff or the District Magistrate or any other competent Authority. Pertinently, DW1 Sh. Om Prakash Sr. Manager, TPDDL in his Affidavit of Evidence DW1/A had stated as under:

“I say that the residents of the jhuggis had for a long time indulged in power theft leading to huge financial losses for the answering defendant in early 2012, conducting a raid in the suit property to book the culprit for theft of electricity. Upon such raid being conducted the residents of jhuggis requested the answering defendant to install the permanent and regular electricity connections. The residents of jhuggis showed Voter’s I Card issued by the Government showing them to be the lawful occupier of the suit property”.

51. In paragraph 3 of the Affidavit of Evidence it was stated as under:

“I say that the answering defendant having received the consent of the lawful occupiers of the suit property, commenced work in the suit property in October, 2012 in consonance with 2006 Rules. The occupier of the suit



property as well as the owner thereof i.e. the Indian Railways did not raise any objection in respect of the said work”.

52. In the cross-examination DW1, however, admitted that **he was not aware** if any Complaints of theft of electricity was ever recorded and he was also not aware of the follow-up action after the alleged raids.

53. Further it was stated that, he was also not aware whether any permission was not taken from the Plaintiff, owner of the property before laying the network of electricity wires and electric poles. He was also not aware if any permission was taken from SDM, Commissioner of Police or any other Authority. He further stated that he was not aware if any proof was required to be taken from any of the occupants about his lawful occupation or status or No Objection from the landlord before grant of electricity connection.

54. From the testimony of DW1 it thus, emerges that no permission had been taken either from the owner or from the DM or the Police Commissioner or any other competent Authority. Therefore, the Defendants while providing the electricity network had failed to abide by the pre-conditions as mandated under the Electricity Act thereby making him liable to pay the damages to the Plaintiff.

55. The Plaintiff was thus, justified in seeking compensation, but as per **Rule 3 of The Works of Licensees Rules, 2006, it was the** DM or the Commissioner of Police or the Competent Authority who was to fix, after consideration and representation of the concerned persons, if any amount of compensation that may be payable or annul rent or both, to the Licensee to the owners or the occupier.



56. The procedure detailed under **Section 67 Electricity Act**, was not followed by the Plaintiff, who failed to approach the District Magistrate, Commissioner of Police or the Competent Authority.

57. **Further, Section 145 of Electricity Act** reads as under :

“Section 145 Civil Court not to have Jurisdiction- no civil court shall have Jurisdiction to entertain any suit or Proceeding in respect of any matter which an Assessing Officer referred to in Section 126 or an Appellate Authority referred to in Section 127 or the Adjudicating Officer appointed under this act is employed by or under this act to determine and no injunction shall be granted by any court or other authority in respect of any action taken or to be taken in pursuance of any power conferred by or under this Act.”

58. **From Section 145**, it is evident that, its first part relates to unauthorized use of electricity, while the second part states that no injunction can be granted by any Court or Authority in respect of action taken in pursuance of any power conferred by or under this Act.

59. It is evident that the Civil Court has no jurisdiction to entertain the Suit to grant compensation for unauthorized erection of poles and laying of electricity wires. The learned Civil Judge has rightly held that the jurisdiction of the Civil Court is **expressly barred under Section 67 Electricity Act and Rule 3 of the Works of Licenses Act, 2006 and, therefore, no relief could be granted to the Plaintiff and the relief has been rightly denied.**

60. **The second aspect** which is under challenge is, *whether the damages*



should have been assessed in regard to the illegal erection of poles by the Defendants. This aspect was considered by the learned Civil Judge and thereafter, reaffirmed by the learned District Judge.

61. It is admitted by the Appellant as well, that installation work of the laying of electricity wires by installing cemented electricity poles, has been carried out by the Defendants.

62. The Plaintiff had claimed damages @ Rs.50,000/- per month. However, in order to be entitled to the damages as claimed, **onus** was on the Plaintiff to prove the nature of land on which it could have been put, which has not been done.

63. The Plaintiff had merely filed circle rate applicable to the Suit property, but no evidence was led to show how there was diminution of value of the property in question owing to laying of electric wires or how the damages @ Rs.50,000/- per month were calculated. There was no evidence brought on record to establish as to what area became unsafe on account of laying of the electric wires.

64. It was thus, concluded by **ld. Civil Judge, that the Plaintiff had not been able to prove the justifiable basis for quantification of the compensation.** Therefore, was rightly concluded that the Appellant was not entitled to any compensation as it was unable to adduce any evidence to prove the quantum of damages.

65. The learned District Judge has also rightly, endorsed the finding in regard to the no proof about the quantum of dimensions.

66. Both the Courts have consistently on the basis of evidence on record, concluded that the Plaintiff had failed to prove the quantum of compensation and declined the same.



Conclusion:

67. From the aforesaid discussion, it is evident that the Civil Court does not have any jurisdiction to determine the compensation payable on account of erecting electric poles and laying of electricity wires in terms of Electricity Act. Also, the Plaintiff had miserably failed to prove the quantum of damages.

68. Essentially, the grounds of challenge *in the Regular Second Appeal is on merits and no Substantial Question of Law has emerged*. Therefore, the Appeal is **dismissed, as without any merit**.

69. Pending Applications, if any, are also dismissed.

**(NEENA BANSAL KRISHNA)
JUDGE**

SEPTEMBER 18, 2026/RS/va