

## REVISIONAL CIVIL.

*Before Jai Lal J.*LAHORE ELECTRIC SUPPLY COMPANY  
(PLAINTIFF) Petitioner1934  
Jan. 29.

VERSUS

DEVI DAYAL (DEFENDANT) Respondent.

Civil Revision No 484 of 1933.

*Electric Supply Company (Lahore)—duty of—to inform consumer of full amount payable—Discount—allowable only on prompt payment.*

The plaintiff company sent to the defendant, consumer of energy, a bill on the 13th September, 1932, by registered post, but it was not received by the defendant till the 1st of October. The bill in question mentioned the full amount due and added that if the amount was paid by 27th of September a discount of 25 per cent. would be allowed to the consumer. On receipt of the bill the consumer wrote to the company saying that the bill had not been received by him till the 1st of October owing to his temporary absence from the station and asking for a fresh bill, fixing fresh time for payment. Under the terms of the license of the plaintiff, the defendant was entitled to a discount for prompt payment.

*Held*, while it is the duty of the company to inform the consumer of the full amount payable by him, the latter is entitled to a discount of 25 per cent. only on prompt payment, and as the defendant in this case had not made prompt payment on receipt of the bill, he was not entitled to any discount.

*Petition under section 25 of Act IX of 1887, for revision of the decree of Lala Balak Ram, Additional Judge, Small Cause Court, Lahore, dated 25th April, 1933, decreeing the suit.*

GOBIND RAM KHANNA, for Petitioner.

TEK CHAND, for Respondent

1934  
LAHORE  
ELECTRIC  
SUPPLY COY.  
v.  
DEVI DAYAL.  
JAI LAL J.

JAI LAL J.—The petitioner in this case is the Lahore Electric Supply Co. Limited. The respondent *Lala Devi Dayal* was a consumer of energy in Lahore. He subsequently shifted to Ambala and left instructions with the Company that the future bills should be sent by registered post to him at the address given by him at Ambala. It appears that on the 13th of September, 1932, the Company sent him a bill for energy consumed by him at Lahore prior to that date, the bill was sent under registered cover to Ambala but was not received by *Lala Devi Dayal* till the 1st of October, because owing to the courts being closed on account of the summer vacation he had gone to the hills. On the bill the full amount representing the price of the energy consumed by him was mentioned and it was added that if the amount be paid by the 27th of September a discount of 25 per cent. would be allowed. This was in pursuance of the condition in the license of the Company. It is provided there that the Company would be entitled to charge certain rates, but, in some cases, subject to a compulsory discount of 25 per cent. for prompt payment. On receipt of the bill on the 1st of October *Lala Devi Dayal* wrote to the Company saying that he had received the bill by registered post on that day and asked for a fresh bill fixing fresh time for payment. He explained that he was out of the station and, therefore, the bill was not delivered to him.

Now this attitude of *Lala Devi Dayal* was legally wrong. As I have said, a consumer is entitled to a discount only on prompt payment. The dictionary meaning of "prompt payment" is "ready or quick payment," in some cases it means "payment at once, at the moment or on the spot." In order, however, to

1934

LAHORE  
ELECTRIC  
SUPPLY COY.v.  
DEVI DAYAL.

JAI LAL J.

give a reasonable time to the consumers the Company has made it a rule, or has rather adopted the practice, of giving them fourteen days for payment of the bills, so as to entitle them to the discount. It is not stated in the bill that the amount should be paid within fourteen days from the date of its receipt or from the date of the bill, on the other hand it is stated that the discount would be allowed if the amount is paid by a certain date. A consumer is entitled to be informed of the full amount payable by him and it is the duty of the Company to do so, at the same time. In the present case on receipt of the bill on the 1st of October after the expiry of the time fixed by the Company, that is to say, the 27th of September, it was the duty of the respondent promptly to pay the amount to the Company. This he did not do. On the other hand, he asked for a fresh bill and fresh extension of time for payment. This does not amount to prompt payment. The view of the trial Court, therefore, that under the circumstances the respondent was entitled to the benefit of the discount is erroneous. In my opinion having regard to his letter of the 1st of October, 1932, the respondent must be deemed to have failed to make payment of the amount demanded from him *promptly* and is not, therefore, entitled to any discount. The amount, I am told, was paid into Court but after deducting the discount.

Consequently I accept the petition and decree the plaintiff's suit with costs throughout against the respondent.

A. N. C.

*Revision accepted.*