
(2021) 03 JH CK 0224

In the Jharkhand High Court

Case No : Writ Petition(C) No. 2821 Of 2020

Arush Metal Casting Limited

APPELLANT

Vs

Jharkhand Bijli Vitran Nigam Ltd. And Ors

RESPONDENT

Date of Decision : 09-03-2021

Acts Referred:

Electricity Act, 2003 — Section 42(5)

Citation : (2021) 03 JH CK 0224

Hon'ble Judges : Rajesh Shankar, J

Bench : Single Bench

Advocate : N.K. Pasari, Vishakha Gupta, Sachin Kumar

Final Decision : Disposed Of

Judgement

The present writ petition is taken up today through Video conferencing.

The present writ petition has been filed for issuance of direction upon the respondents to show cause as to why even after lapse of more than three years from the date of determination of the agreement, the amount of security deposit has not been refunded to the petitioner. Further prayer has been made for directing the respondents to refund the security deposit of the petitioner along with suitable interest in terms with the provisions of the Electricity Act, 2003 and the Jharkhand State Electricity Regulatory Commission (Electricity Supply Code) Regulations, 2015.

2. The learned counsel for the petitioner submits that the petitioner is involved in the business of manufacturing of Iron & Steel which had set up an industry in the year 2004. The petitioner took electricity connection from the respondent licensee on 09.09.2004 for a contract demand of 3000 KVA under HTSS (High Tension Insulation Services) Tariff category having Consumer No. HJAP 188 and had initially deposited an amount of Rs. 18,00,000/- as security deposit. After the introduction of Electricity Supply Regulations, 2005, the amount of security deposit was revised and the petitioner had duly deposited the difference in the

security deposit amount as and when it was served with the notice for additional security. The petitioner's unit being involved in continuous manufacturing process, it needed electric supply at a certain power pressure, failing which the machineries were bound to get choked and the quality of product would not be upto the mark. Since the present licensee was unable to supply the aforesaid power pressure of electricity, the petitioner decided to apply for electrical connection with JUSCO for un- interrupted power supply from March 2018. The petitioner made a request to the licensee vide letter dated 19.02.2018 for surrender of the electrical connection against Consumer No. HJAP 188. Pursuant thereto, the electrical connection was disconnected and the agreement was terminated. Subsequently, a provisional bill dated 21.03.2018 for the month of March 2018 was issued by the Jharkhand Bijli Vitran Nigam Ltd. (JBVNL), Ranchi which included the bill amount for the month of February 2018. In pursuance of the said bill, the petitioner paid the bill for the month of February 2018 and for the provisional bill issued for the month of March 2018, the petitioner vide letter dated 24.03.2018, requested the respondent licensee to adjust the same from the security deposit made by it and thereafter to release the final disconnection letter. On 29.03.2018, the MRT Team alongwith the supply officers visited the premises of the petitioner to permanently disconnect the electric line and after carrying out the modalities, took away the metering unit. The licensee prepared a Permanent Line Disconnection Report on 31.03.2018. The petitioner vide letter dated 03.04.2018 requested the Sub-Divisional Officer, Electric Supply Division, JSEB, Gamharia to confirm that an amount of Rs. 1,01,65,730/- had been deposited by the petitioner towards the security deposit. The petitioner wrote another letter dated 03.04.2018 to the respondent no. 3 to raise the final bill after adjusting the amount of security deposit of Rs. 1,01,65,730/- as well as to release the balance amount of security deposit in its favour. On 07.04.2018, the petitioner received letter no. 1201 dated 31.03.2018 enclosing a provisional final bill wherein the amount of final bill was adjusted against the amount of security deposit and after adjusting the same, the amount payable to the petitioner was mentioned as Rs. 51,53,568/-. During the existence of the agreement, the last calculation of interest on security deposit showing the same in the energy bill was made for the Financial Year 2013-14 and since then interest on security deposit was not granted. The petitioner, vide letter dated 07.04.2018, objected the manner in which the adjustment was carried out without granting interest on the security deposit. Despite several letters written by the petitioner to the respondent licensee for refunding the balance amount of security deposit alongwith suitable interest, no action was taken by the respondents in this regard. Thereafter, the petitioner filed a complaint in this regard on 12.08.2020 in the Grievance Submission Portal of the Ministry of Micro, Small and Medium Enterprises, Government of India. It is further submitted that the petitioner ought to have filed an application before the Electricity Dispute Redressal Forum of the Licensee at Jamshedpur constituted in terms of Section 42(5) of the Electricity Act, 2003, however, since the said Forum was not functioning due to on going Covid-19 pandemic situation, the petitioner has approached this Court

by filing the present writ petition. It is, however, submitted that the petitioner shall withdraw the said complaint case being Grievance No. JH00035336 filed on the portal of Ministry of Micro, Small and Medium Enterprises, Government of India.

3. Mr. Sachin Kumar, the learned Sr. SC, JUVNL appearing on behalf of the respondents, submits that the aforesaid claim shall be examined by the respondent no. 2 - the General Manager, Singhbhum Area, Jharkhand Bijli Vitran Nigam Ltd., Bistupur, Jamshedpur in accordance with law.

4. Having heard the learned counsel for the parties and keeping in view the nature of the claim made by the petitioner in the present writ petition, without entering into its merit, the respondent no. 2 is directed to take up the aforesaid claim of the petitioner who, after providing due opportunity of hearing to the petitioner's representative, shall take an informed decision on the petitioner's claim for refund of balance amount of security deposit alongwith suitable interest within a period of two months from the date of receipt/production of a copy of this order. If it is found by the respondent no. 2 that the petitioner is legally entitled for refund of the security deposit and the suitable interest over the same, the said amount shall be released in favour of the petitioner within one month thereafter.

5. The writ petition is accordingly disposed of with aforesaid observation and direction.