

(1996) 09 NCDRC CK 0040

In the National Consumer Disputes Redressal Commission

Assistant Executive Engineer

APPELLANT

Vs

THOMSON TOOLS LIMITED

RESPONDENT

Date of Decision : 16-09-1996

Acts Referred:

Citation : 1996 3 CPJ 401

Hon'ble Judges : P.K.Shamsuddin , K.Balakrishnan Nair , K.M.Latha J.

Final Decision : Appeal allowed

Judgement

1. THIS appeal is directed against the order passed by the District Forum, Kottayam, in opposite party No. 1276/94. The opposite parties are the appellants.
2. THE complainant is running an Industrial Unit and is consuming electricity for working Heat furnaces and other machineries installed therein. THE CT-PT Unit installed in the premises became faulty and on 6.3.93 to opposite parties took away the CT-PT unit for repairs and not returned. THE opposite parties are levying Rs. 19,098/- per month as the energy charges from the date of removal of the CT-PT Unit. Due to frequent failure in power supply the monthly consumption of energy has come down. THE opposite parties are levying an arbitrary amount towards energy charges without any scientific method. On 19.8.94 and 7.10.94 the opposite parties sent a disconnection notice requesting the complainant to pay the entire arrears from 7/ 93 to 10/94. The opposite parties filed their version and contended that the complainant is having high tension service connection consuming 11 K.V. electric supply under the agreement executed with the Electricity Board. The CT-PT unit installed in the premises was dismantled on 6.3.93 for repairs as it was found faulty. When the department staff went to the premises of the complainant, the complainant refused entry of the K.S.E.B. officials to the premises which was in violation of Clause 2(B) of the agreement executed by the consumer and by reason of this refusal the unit could not be replaced. The monthly minimum payment of the consumer was fixed at Rs. 19,098/- which included the fixed charge of Rs. 15,980/- as per the agreement executed by the consumer. There was no

frequent failure of supply and it was also incorrect to state that the monthly consumption came down. A disconnection notice was issued to the complainant for non-payment of the arrears under instruction from the Special Officer (Revenue) and the supply was disconnected on 9.11.94.

The District Forum observed that the meter was faulty and the opposite party has not replaced the faulty meter and that the opposite party has not given reason for raising the monthly charges. In that circumstances it was held that the opposite party is not entitled to collect any thing more than the minimum charge of Rs. 15,980/- and in that view it passed an order declaring that the demand made is wrong and also directing the opposite party to reinstall the CT-PT Unit in the premises of the complainant. There is also direction to issue fresh bill for the period from March 1993 till the date of reinstalling the CT-PT Units excluding monthly charges and pay arrears on the above basic in six monthly installments.

3. FEELING aggrieved by the said order this appeal has been preferred. Though we issued notice to the respondent/complainant and it was served on him through the counsel appearing for him, there is no appearance when the case is taken up. In the circumstances we heard the Counsel appearing for the Electricity Board.

4. LEARNED Counsel submitted that the basis has been clearly stated in the agreement executed between the department and the complainant. He drew our attention to clause 8 of the agreement which reads as follows: "In the event of any meter ceasing to record the reading application during the month of such ceasing shall be based on the average Consumption of three normal previous months immediately preceding the month of such ceasing of the meter."

LEARNED Counsel also submitted that it is on that basis Rs. 19,098/- was fixed. This aspect has not been considered by the District Forum. It is also the case of the opposite party that it is on account of the non co-operation of the consumer that they could not install the unit. In the version also it is stated that the assessment was made on the basis of the Clause 8 of the agreement executed by the consumer. In the circumstances we feel that the matter requires to be re-examined. We therefore allow the appeal, set aside the order of the District Forum and remit back the matter to the District Forum for fresh disposal after considering this aspect. Appeal allowed.