
(2004) 02 NCDRC CK 0042

In the National Consumer Disputes Redressal Commission

CESC Ltd.

APPELLANT

Vs

ABHOY JAISWAL

RESPONDENT

Date of Decision : 05-02-2004

Acts Referred:

Citation : 2004 2 CPJ 381

Hon'ble Judges : M.K.Basu , S.Majumder , D.Karformas J.

Final Decision : Appeal disposed of

Judgement

1. -THIS is an appeal arising out of a judgment passed by the District Forum, Howrah on 19.9.1997. The case of the complainant in brief is stated hereunder.

2. THE complainant is a domestic consumer of CESC. He did not receive the bills for November and December, 1993. He received the January, 1994 bill. Though due date of depositing money was 4.2.1994. He made correspondence with the O.P-CESC and came to know regarding the details of deduction. On 25.1.1994 the supply of electricity was disconnected by the O.P. Since the due date of the January, 1994 bill was 4.2.1994, without waiting till the due date the O.P. arbitrarily disconnected his service connection. Such illegal act on the part of the O.P. caused immense suffering to the family of the complainant. For the above reason the complainant filed a case before the Forum praying for a direction upon the O.P. to restore connection and to permit the complainant to pay the bills after adjustment of the deduction and cost for damages. In its order the Forum directed the O.P. to pay Rs. 500/- to the complainant as litigation cost within the period of one month from the date of that order. THE O.P. was further directed not to claim any additional security amount for the restoration of service connection. Being aggrieved by and dissatisfied with the above order the O.P.-appellant (CESC) has preferred the appeal before the Commission. In the memorandum of appeal the appellant submits that the company has every right and authority to claim additional security deposit from the petitioner if sufficient security deposit is not maintained with the company. It is further submitted by the learned Counsel for the appellant that there was no deficiency of service on

the part of the company, so the direction for payment of cost is highly illegal and unconstitutional. According to the appellant the impugned judgment is erroneous, contrary to law and is liable to be set aside.

On careful perusal of all the papers and the judgment of the Forum below we notice that it is an admitted fact that the present respondent is a consumer of CESC-the appellant and the service connection has been restored and payment of the arrears have also been paid. So, only one dispute has remained whether demanding of additional security deposit is correct or not. During hearing the appellant files a report written by Deputy Manager (Commercial) dated 12.7.2002. It is mentioned in that report that CESC has the power as per statute as well as the condition of supply to revise the Security Deposit, even in the case of alive supply, if it is found that the present amount has been extinguished or it becomes insufficient or not commensurate with his pattern of consumption. The appellant also enclosed a computerized chart of his pattern of consumption for the last 12 months. It is submitted by the CESC that his maintainable Security Deposit amount is Rs. 5,410/-. On 10.7.1990 a sum of Rs. 520/- was paid by the respondent as Security Deposit. The supply was disconnected on 25.1.1994 for non-payment of bills, but subsequently the appellant was compelled to restore the same on 29.2.1994 as per the order of the Forum without raising Security Deposit. It is admitted by the appellant that some credit balance is existing in its records.

3. WE have perused "The Indian Electricity Act" and noticed that "if any security given by a consumer has become invalid or insufficient, and such consumer fails to furnish security or to make up the original security to a sufficient amount, as the case may be, within seven days, after the service upon him of notice from the licensee, the licensee shall be entitled to discontinue such supply." We are of the clear view that the appellant may raise the bill in respect of payment of Additional Security Deposit if the CESC thinks that the amount is now insufficient. It is an admitted fact that there is some balance amount in the account of the respondent in the appellant's record. So the amount/bill which will be raised by the CESC in respect of Additional Security Deposit must be adjusted with that balance amount.

4. HENCE, it is ordered that the appellant is directed to raise the bill in respect of payment of additional security deposit and to recover the amount by 4 (four) monthly instalments. The respondent is directed to pay the bill by 4 (four) instalments and within due date also. The order of the Forum regarding payment of litigation cost of Rs. 500/- is set aside. The appeal is allowed ex parte and the Forum's order is set aside. The appeal is disposed of accordingly. Appeal disposed of.