
(2003) 12 NCDRC CK 0126

In the National Consumer Disputes Redressal Commission

ISHWAR LAL Appella

APPELLANT

Vs

R.S.E.B.

RESPONDENT

Date of Decision : 02-12-2003

Acts Referred:

Citation : 2004 2 CPJ 740

Hon'ble Judges : M.A.A.Khan , Ratan Prakash J.

Final Decision : Appeal allowed

Judgement

1. HEARD. The appellant had obtained an electric connection for non-domestic purposes from the respondent Electricity Board in the year 1996. At the time of obtaining such connection he had deposited a total amount of Rs. 1,900/-, including a sum of Rs. 100/-, as connection charges. The balance amount of Rs. 1,800/- comprised security of Rs. 700/- as cost of supply line or meter box or the meter at Rs. 1,100/-. In the present case a sum of Rs. 1,100/- was charged by the respondent Board from the appellant towards cost of the meter supplied. The appellant, however, got his connection disconnected in the year 1997. On a demand made by him for refund of the security amount, only a sum of Rs. 700/- was refunded to him and the balance amount of Rs. 1,100/- was refused on the ground that the same was not refundable as per Boards circular dated 13.2.1995, although the meter had admittedly been taken away by the respondent from the premises of the appellant. The appellant unsuccessfully approached the Forum which held that after the disconnection of the connection of the appellant, the relation of consumer and provider of service between the parties had come to an end and, therefore, the complaint was not maintainable. Hence this appeal by the appellant.

2. IT is not disputed that the right of the appellant to seek refund of the security amount as also other rights, which would arise in his favour on the termination/ revocation/novation/cancellation of contract arose between the parties as a result of the existence of the contract between them. In the case of termination/ cancellation/revocation of the contract the relationship of consumer and provider

of service would be deemed to have continued between them for the purposes of availment of the rights and liabilities of the parties arising of the contract. In that sense of the matter since the appellant was entitled to refund of the security amount as also other amounts, if it was agreed so between the parties, on the termination of the contract, the appellant would be deemed to be a consumer of the services of the respondent for consideration, till such rights are exercised and availed of by them. The order of the respondent dated 30.4.1996, whereby the electric connection was sanctioned to the appellant, mentioned that Rs. 1,100/- was charged from him on account of cost of the meter. Since the appellant admittedly took away the meter from the premises of the appellant, they would, on principles of natural justice, be liable to refund the amount of Rs. 1,100/- to the appellant. What the circular dated 13.2.1995 says is no interest would be paid against the amount deposited as security against the cost of meter, nor it would be refunded to the consumer. The last mentioned clause in this sentence does not entitle the respondent to take the very goods/articles which it had sold to the consumer for consideration. The respondent cannot be allowed to take back the meter and also keep with it the cost which it had realised from the consumer at the time of granting electric connection to him. That would be on the face of it against the principles of natural justice as also prejudicial to the interest of the consumer and would violate the very principle underlying in the C.P. Act, 1986.

In view of the above, the impugned order is set aside and the respondent is directed to refund a sum of Rs. 1,100/- also to the appellant within a period of two months from today failing which the aforesaid amount would carry interest @ 9% p.a. from the date the meter was removed from the premises of the appellant. Cost easy. Appeal allowed.