

(2011) 07 JH CK 0064

In the Jharkhand High Court

Case No : Writ Petition (C) No. 4277 of 2002

M/s Rudra Steel Pvt. Ltd.

APPELLANT

Vs

Jharkhand State Electricity Board and Others

RESPONDENT

Date of Decision : 14-07-2011

Acts Referred:

Citation : (2011) 4 JCR 148

Hon'ble Judges : Prakash Tatia, Acting C.J.; Jaya Roy, J

Bench : Division Bench

Final Decision : Allowed

Judgement

1. By the Court.--Heard the counsel for the parties.

The petitioner's first contention is that the respondent-Electricity Board has wrongly issued the bills for the Months of April, May and June, 2002 and has submitted that firstly the tariff notification dated 7.5.2001 issued by the Bihar State Electricity Board in respect of High Tension Consumer having Induction Furnace, if accepted to be adopted by the Jharkhand State Electricity Board, then it could have been accepted from the date of its publication in the Official Gazette and the said notification dated 7.5.2001 was published in the official Gazette only on 20.11.2001, and secondly, it has been submitted that the bills have been raised in accordance with the Clause-6 read with Clause-4 of the said notification dated 20.5.2001, and because of the typographical mistake in Clause-6, providing for charging of contract demand at the tariff rate at Item No. 4, which is not the charging section for the contract demand and it is a Clause for charging the minimum monthly charges, therefore, the respondent-Board has committed error in issuing the bills on the basis of the Clause-6 read with Section-4. It is also submitted that on earlier occasion when the tariff was published in the year 1999 some mistake was committed in typing in Clause-6 by mentioning charging of contract demand on the basis of Clause-4 in place of mentioning Clause-3 and that was corrected by issuing the Gazette notification dated 6.4.2000, copy of which has been placed on record as Annexure-A.

2. Learned counsel for the respondent-Board has admitted that on earlier occasion a mistake was committed while mentioning the charging of contract demand according to Clause-4 and that was corrected by the notification dated 6.4.2000. It is not in dispute that presently also mistake in the Introduction of the Tariff Schedule dated 7.5.2001 was noticed by the officers of the respondent-Board itself and it was brought to the notice by the Board vide Annexure-13.

3. Be that as it may, the point is very short in this matter as admittedly the petitioner's unit's Meter went defective and it approached for replacement of the said Meter and accordingly the said Meter was replaced by the order passed by this Court only. Therefore, the charging section for the petitioner was Clause-6, which is specific Clause providing the method, by which the electricity consumption shall be assessed in a case when the meter went defective or damaged or it goes burnt. It provides that the energy consumption shall be assessed for the bills at the rate of 300 Units/K.V.A and demand charges as per the contract demand at the tariff rate.

4. At this juncture, it appears that the mistake has been committed while issuing the tariff notification by (sic) that the contract demand shall be charged at the tariff rate given at the Item No. 4 whereas the Item No.4 is not the tariff rate Clause but it is a Clause for charging minimum monthly charges. Therefore, the mistake is apparent on the face of the notification dated 7.5.2001 and the petitioner's contention is correct that the respondent-Board could have billed the petitioner for the months of April, May and June, 2002 according to Clause -6 read with Clause-3 and not by applying the Clause-6 read with Clause-4 of the tariff order dated 7.5.2001.

5. Therefore, the petition is allowed and the electricity bills issued by the respondent-Board for the months of April, May and June, 2002, be treated to be cancelled, and the respondent-Board is at liberty to issue fresh bills for these months in accordance with Clause-6 read with Clause-3 of the Tariff Order dated 7.5.2001 and the petitioner shall be liable to pay the amount of those bills if it has not paid the whole of the amount or part of the amount of the bills, and in case, the respondent-Board has already recovered the amount in excess of the bills calculated in the manner indicated above, then the excess amount may be adjusted against any unpaid liability future bills and if not adjustable, then to be refunded to the petitioner.