

**(2004) 04 NCDRC CK 0040**

**In the National Consumer Disputes Redressal Commission**

WBSEB

APPELLANT

Vs

ILA BISWAS

RESPONDENT

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**Date of Decision :** 30-04-2004

**Acts Referred:**

**Citation :** 2004 3 CPJ 512

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

**Final Decision :** Appeal allowed

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**Judgement**

1. THIS appeal has arisen out of the judgment "passed" by the District Forum, Barasat on 19.3.2003. The facts of the case in a nutshell are stated hereunder.

2. THE complainant is a consumer of electrical energy in respect of domestic connection. THE complainant and her daughter have been residing at the premises with separate electric connection under the same O.P. with different service connection number and separate meter. THE service connection of her daughter was disconnected on 28.8.2002 for non-payment of additional security. At the same time the separate electric line of the complainant also was disconnected without any reason. THE O.P. served a notice for deposit of additional security of Rs. 540/- within 5.10.2003. According to the complainant the O.P. has no right to demand additional security and should not have disconnected the line. THEREafter the complainant filed a case before the Forum praying for direction upon the O.P. to stop disconnection and to enquire into the cause of issuance of disconnection notice and not to charge additional security deposit. Allowing the complaint the Forum directed the O.P. not to charge additional security without affording an opportunity to the complainant for entering into a fresh agreement for such additional or enhanced security. It was further directed not to disconnect the service line for non-payment of additional security deposit.

Being dissatisfied with the order the appellant-W.B.S.E.B. has preferred the present appeal before the Commission. The learned Counsel for the appellant submits that the Board was restrained from recovering the additional security

deposit as per demand notice dated 3.9.2003. The Board demanded Rs. 600/- from the consumer as claimed by the Board through its demand notice. It is further submitted by the appellant that the service connection was never disconnected and the security deposit was claimed as per norms of the Board. The learned Counsel for the appellant files a copy of "agreement for supply of Electrical Energy at Low and Medium Voltage". It is stated in Clause No. 19(i) that "the Board shall be at liberty at any time and from time-to-time to appropriate and apply any security so deposited as aforesaid in or towards payment or satisfaction of all or any money which shall become due or owing to by the consumer to the Board in respect of the supply of electrical energy or otherwise...". The Clause No. 19(ii) states that "if the consumer fails to increase the amount of such security within a fortnight from the date of receipt of requisition therefor, the Board may give the consumer seven days" notice of its intention to discontinue the supply of electrical energy and on the expiry of such period, if requisite security is not furnished in the meantime, may forthwith disconnect the supply. Reconnection shall be effected only upon furnishing requisite security and full payment and discharge of all pending obligations including the charge for work of "disconnection and reconnection". We have perused the documents and find that it is true that the respondent has assigned the agreement before installation of the meter, and hence she is bound to obey the clauses of that agreement and pay the amount of security deposit as per the agreement. The respondent files a Xerox copy of a letter of the Electricity Regulatory Commission dated 4.3.2004, which states "not to demand additional security deposit until the new terms and conditions of supply are laid down through appropriate regulations or unless approval of the Commission is obtained". We find that the new amended Electricity Act came into force in the month of June, 2003, but the present case was filed before the Forum in the year 2002. So the letter filed by the respondent is not applicable to the present case.

3. HENCE, it is ordered that the respondent shall pay the security deposit as per the I.E. Act within 15 (fifteen) days of getting this order. Therefore, the appeal is allowed on contest and the impugned judgment of the Forum below is set aside. The appeal is thus disposed of. Appeal allowed.