

(2004) 02 NCDRC CK 0044

NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION

Case No: None

Junior Engineer, Tamil Nadu
Electricity Board

APPELLANT

Vs

Suresh Babu

RESPONDENT

Date of Decision: Feb. 13, 2004

Citation: 2004 2 CPC 85 : 2004 2 CPJ 377

Hon'ble Judges: A.Raman , R.Vanaroja J.

Final Decision: Appeal dismissed

Judgement

1. THE point involved in this appeal is quite small. THE complainant had a service connection for running his plastic factory. He requested the Tamil Nadu Electricity Board on 11.8.1997 to refund the advance amount deposited by him and to disconnect the service connection, but the service connection was not disconnected. THEREfore, the complainant again wrote another letter on 27.8.1997 repeating the same. He also issued a letter through his lawyer requiring the Electricity Board to effect disconnection immediately and return the deposit. Thus there is deficiency in service. THEREfore, the complainant has requested for orders for disconnection of service connection with effect from 12.8.1997 and refund a sum of Rs. 4,800/- made as deposit by the complainant with interest thereon + a sum of Rs. 25,000/- towards mental agony and hardship.

2. THE opposite party filed a version contending that since the complainant failed to deposit the arrears of charges due for 4/97 the service connection was disconnected on 16.5.1997 and that the complainant deposited the charges due from 4/97 to 8/97 and then the service connection was restored. When the complainant asked for

disconnection, the same was sent to the Assistant Accounts Officer, Revenue Division, who has stated that a sum of Rs. 1,190/- was due and payable by the complainant. According to the letter of the Assistant Accounts Officer, for affecting disconnection, a sum of Rs. 150/- has to be paid along with a minimum charge of Rs 620/- + the arrears from 12.8.1997 to 19.9.1997. When the same was informed to the complainant through the Lineman, the complainant refused to receive the same. It is not true to say that the notice issued through the Lawyer was refused to be received. THE request of the complainant for disconnection was sent to the appropriate authorities immediately. Steps were taken to realize the electricity charges due. THE meter and other accessories had to be returned to the stores of the opposite party, but the complainant refused to permit access to the Lineman to do so. If the complainant permits the opposite party to take away the meter and other accessories, the amount due to the complainant from the Electricity Board will be repaid to him. THERE is no deficiency in service.

The lower Forum held that there was deficiency in service and directed the opposite party to return the sum of Rs. 4,650/- along with a sum of Rs. 1,000/- as compensation for deficiency in service. Aggrieved by the same, the opposite party has filed this appeal.

The complainant has deposited a sum of Rs. 4,800/- as earnest deposit for obtaining service connection. The complainant closed down his factory and has informed the opposite party and requested to refund the deposit and affect disconnection of service. In spite of this request, the service connection was not disconnected. Therefore, again, a letter was sent and since it was not complied with, the complainant sent another letter through his lawyer but it has been returned. The opposite party would say that a sum of Rs. 1,190/- has to be paid by him for affecting disconnection. It is also stated that the complainant refused access to the Lineman to remove the meter and other belongings of the opposite party. But nothing prevented them from sending such a reply when letters and notices were issued by the complainant to the opposite party. The opposite party cannot keep alive the connection and take their own time to affect disconnection and also at the same time claim amounts as due and payable on the said connection. Therefore, it was rightly observed by the lower Forum that there has been deficiency in service and that the act of the opposite party in not affecting disconnection immediately would amount to deficiency in service. We do not find any reason to interfere with the said finding. However, the Counsel appearing for the appellant would refer to the Tamil Nadu Electricity Board Terms and Conditions of Supply of Electricity. Condition No. 13.04 reads that "The agreement can be terminated by the consumer at any time by giving one month's notice in writing to the Board expressing his intention to do so". The letter of the complainant amounts to it. When a consumer says that he no longer requires the service connection, the opposite party cannot hide under their own red-tapism and delay the disconnection and mulct the consumer with further charges. That is what has been done in this case. Therefore,

the lower Forum has rightly held that there was deficiency in service and directed the opposite party to return the said deposit of Rs. 4,819/- along with compensation of Rs. 1,000/-. In such circumstances, we do not see any merit in this appeal.

3. IN the result, the appeal is dismissed, but without costs. The order of the District Forum is hereby confirmed. Appeal dismissed.