

**IN THE CONSUMER DISPUTES REDRESSAL COMMISSION,  
THRISSUR**

Present : Sri. C.T. Sabu, President  
Smt. Sreeja. S., Member  
Sri. Ram Mohan R., Member

31<sup>st</sup> day of May 2023  
CC 82/13 filed on 15/03/13

Complainant : Ramadas K.K., S/o Krishnan,  
Karukaparambil House,  
P.O. Thambankadavu, Thalikkulam – 680 569.  
(By Adv. A.D. Benny, Thrissur)

Opposite Parties : 1) Assistant Engineer, KSEB Thalikkulam  
2) Assistant Executive Engineer, KSEB, Valappad  
3) Executive Engineer, KSEB, Pullutt, Kodungallur  
4) KSEB, Rep. by Secretary, Thiruvananthapuram.  
(By Adv. Vijin Karthik, Thrissur)

**FINAL ORDER**

**By Sri.Ram Mohan R, Member :**

1) Complaint in brief, as averred :

The complaint is filed under Section 12(1) of Consumer Protection Act, 1986. The complainant had been, reportedly, using an agricultural power connection of KSEB for several years, under Consumer No. 3516, for the purpose of hydrating a coconut field of his, having an extent of 91 cent in Survey No.270/6 and another one having an extent of 2 acre 80 cent in Survey No.270/8, in the village of Thalikulam. The Assistant Engineer, KSEB Thalikulam, the Assistant Executive Engineer, KSEB Valapad, the Executive Engineer, KSEB Kodungallur and the KSEB represented by its Secretary are respectively the 1<sup>st</sup> to the 4<sup>th</sup> opposite parties arrayed in the complaint. The said connection is claimed to be covered under GO(MS) No.30/99 dtd. 02/02/1999 which exempts farmers owning coconut field up to an extent of 2 hectare, from paying power charges. Things being so, the complainant on visiting the said

coconut fields in October, 2010 noticed that the power supply to the consumer number in question was disconnected. On enquiry with the 1<sup>st</sup> opposite party, the power supply to the said connection was informed to be disconnected for want of payment of bills despite repeated notices. But the complainant affirms to have been not served with any such notices.

Subsequently, on receipt of a revenue recovery notice from the Tahasildhar, Chavakkad, the complainant states to have, on 30/12/2010 remitted Rs.9,014/- (Rupees Nine thousand and fourteen only) with the village office, Thalikulam, towards the arrears of electricity charges. Allegedly, the opposite parties failed to reinstate the power supply to the said consumer number, despite the said payment of arrears. On approaching the 1<sup>st</sup> opposite party in this regard, the complainant was statedly directed to do rewiring, servicing of motor and replacement of capacitor. In spite of the complainant's having complied with all these directions expending a sum of Rs.11,738/- (Rupees Eleven thousand seven hundred and thirty eight only) , statedly, the 1<sup>st</sup> opposite party further directed the complainant to apply for reconnection of power along with certificate from the Agricultural Officer to prove the agricultural purpose of the connection. The application so submitted by the complainant on 21/12/11 statedly evoked no result, inspite of the complainant's having pursued the matter with the 2<sup>nd</sup> & the 3<sup>rd</sup> opposite parties. The crops in the meantime statedly, underwent withering for want of hydration. While the complainant met the 3<sup>rd</sup> opposite party along with and at the instance of the 1<sup>st</sup> opposite party, the 3<sup>rd</sup> opposite party allegedly directed the complainant to produce Certificate of possession from the village officer, which also was produced, but in vain, before the 1<sup>st</sup> opposite party on 01/06/2012. Having not received any remedy in respect of reconnection of power, the complainant while again approached the 1<sup>st</sup> opposite party, the complainant's application for re-connection with all the enclosed documents was statedly returned to the complainant, denying reconnection. The

complainant alleges intent of corruption, deficiency in service and restrictive trade practice on the part of the opposite parties. The complainant claims to have been inflicted with financial loss to the tune of 1.5 lakh per year owing to the misdeeds on the part of the opposite parties. Hence the complaint. The complainant prays for an order directing the opposite parties to reinstate the power connection, and to refund the money he expended for executing the instructed repairs, apart from other reliefs of compensation and costs.

## 2) NOTICE :

Having received Commission's notice, all the opposite parties filed their written version before the Commission.

## 3) Version of the opposite parties :

The opposite parties admit the agricultural connection allotted to the complainant under Consumer No.3516. The opposite parties allege non-jointer of Agricultural Officer, Thalikkulam. They also challenge the maintainability of the complaint, as the matter is under Revenue Recovery proceedings. The opposite parties also contend that the Agricultural Officer decides the eligibility for agricultural power connection and that arrears are claimed from the complainant as he was not included in the list of eligible farmers, issued by the Agricultural Officer. They also admit the complainant's having paid the arrears of Rs.9,014/-, claimed under Revenue Recovery Proceedings. They aver that the complainant's land in question lies close to the beach and consequently the motor shed underwent corrosion and claim that the complainant failed to comply with their directions for repair. The opposite parties also claim to have known that the complainant's property is under litigation, as he received a sum of Rs.10 lakh as advance from some prospective buyers towards its sale and also that a Certificate of possession of the land in favour of the complainant is hence not likely.

#### 4) Evidence :

The complainant produced documentary evidence that had been marked Exts. A1 to A10, apart from affidavit, deposition and notes of argument. The opposite parties produced documentary evidence that had been marked Exts. R1 to R6 apart from version, affidavit, deposition and notes of argument.

#### 4) Deliberation of facts and evidence of the case :

The Commission has very minutely delved into the facts and evidence of the case. The Ext. A1 is the copy of the Revenue Recovery camp notice dtd. 01/12/2010 issued by Thahasildar, Chavakkad addressed to the complainant. Ext. A2 is copy of receipt No.5099474 of Book No.50995 dtd. 30/12/10, issued by Village Officer, Thalikulam in favour of the complainant, receiving from him a sum of Rs.9,467/-. Ext. A3 series comprise statement of electrical repairs issued by M/s Best Electrical Workers, Thalikulam for a sum of Rs.8,238/- and that for motor repair issued by M/s Swaraj Electricals for a sum of Rs.3,500/-. Ext. A4 is complainant's application dtd. 21/12/11 addressed to the 1<sup>st</sup> opposite party. Ext. A5 is the Agricultural Officer's Certificate No. TKM 06/10-11, dtd. 22/12/11. Ext. A6 is complainant's application dtd. 06/01/2012 for electrical connection in respect of Consumer No.3516. Ext. A7 is Possession Certificate numbered 3770/12 dtd.01/06/12 issued by the Village Officer Thalikkulam in favour of the complainant. Ext. A8 is Envelope bearing a print as 'KERALA STATE ELECTRICITY BOARD' and a seal of the 'OFFICE OF THE EXECUTIVE ENGINEER, ELECTRICAL DIVISION, KSEB, KODUNGALLUR'. Ext. A9 is Photo copy of relevant page of a work register. Ext. A10 is instruction card regarding RCCB.

Ext. R1 is copy of the 1<sup>st</sup> opposite party's notice of arrears numbered 68 dtd. 27/02/09 addressed to the complainant, preparatory to disconnection of power. Ext. R2 is copy of the statement of Revenue Recovery Details in respect of Consumer No.3516. Ext. R3 (SP) is a print out of the bill wise break up of amount due. Ext. R4 (SP) is copy of the 1<sup>st</sup> opposite party's letter No.DB-6/14-15/16-7-14 dated 15/07/2014, addressed to the complainant, in connection with complaint before the Commission. Ext. R5 is copy of the Mahasar dtd. 04/09/2014 signed by the 1<sup>st</sup> opposite party. Ext. R6 is copy of an affidavit dtd. 08/08/2014 filed by the 2<sup>nd</sup> opposite party before the Commission. Ext. R7 is copy of a letter dtd. 27/07/15 from the Agricultural Officer, Thalikkulam addressed to the 1<sup>st</sup> opposite party.

The complainant as well as the 1<sup>st</sup> opposite party underwent cross examination. None of the documents produced and marked by the complainant were disputed by the opposite parties.

5) Points of deliberation :

- (i) Maintainability ? If yes,
- (ii) Whether there is any deficiency in service on the part of the opposite parties and also whether the complainant is entitled to refund of all the money he expended for executing the repairs instructed ?
- (iii) Whether the complainant is entitled to any compensation from the part of the opposite party ? If so its quantum ?
- (iv) costs ?

6) Point No.(i)

The opposite parties challenge the maintainability of the complaint on the ground that Revenue Recovery proceedings are undergoing in the matter.

Admittedly, the complainant had already settled the issue of RR proceedings by remitting the arrears concerned. Ext. A1 & A2 are revelatory of this fact, as well. The complainant's dispute is not on the amount of arrears he remitted by Ext. A2, but in respect of the services expected of the opposite parties subsequent to remittance of money vide Ext. A2. It is also an admitted fact that even in the case of agricultural connections that are eligible for exemption from paying power charges, the Government foots the bills of the farmers, concerned. Hence, even in such cases of agricultural connections, the farmers concerned are the beneficiaries of the payment made by the Government. It is therefore a matter beyond any doubt that the complainant falls well within the definition of "Consumer" under the Consumer Protection Act.

Therefore Point No.(i) is proved in favour of the complainant.

7) Point No. (ii) :

Ext. A4 & A6 applications submitted by the complainant for reconnection of agricultural power supply to consumer No.3516 are not disputed by the opposite parties. But the opposite parties contend that they had given directions to the complainant to produce Possession Certificate, Agricultural Officer's Certificate, Wireman Test Certificate and also for remittance of cash deposits along with minimum charges for the disconnected period of power supply, which the complainant failed to comply with. The opposite parties aver that their having not reconnected the supply is attributed to the complainant's non-compliance of the said directions. On the contrary, the complainant claims to have complied with all the directions given by the opposite parties, but alleges conscious failure on the part of the opposite parties with ulterior motive and intent of corruption. Ext. A7 Possession Certificate dtd.01/06/12, Ext. A5 Certificate of Agricultural Officer dtd. 22/12/11 and Wireman's Certificate endorsed in Ext. A6 application impart strength to the complainant's contention

to this effect. Though the opposite parties argue that they had given directions to the complainant to fill or rectify the insufficiency in respect of his Ext. A4 & A6 applications for reconnection of electricity, they hardly produced any black & white evidence in respect of these communications. Likewise, they failed to produce any communication that they had issued to the complainant as to why is Ext. A4 & A6 applications were rejected or returned. All these so called “communications” therefore, appear to be by word of mouth. It is an admitted fact that the complainant had approached the 2<sup>nd</sup> & the 3<sup>rd</sup> opposite parties as well, seeking remedy for his grievances. The 2<sup>nd</sup> & the 3<sup>rd</sup> opposite parties also failed either to instruct the 1<sup>st</sup> opposite party to lawfully respond to the Ext. A4 & A6 applications submitted by the complainant or to act on their own at least to properly, transparently and documentally converse with the complainant in this regard. Once an application is submitted by a consumer as the complainant in instant case, before a statutorily constituted public sector undertaking like KSEB, the authorities of the Board viz, the 1<sup>st</sup> opposite party to whom the applications were first submitted, had the bounden duty to documentally respond to the Ext. A4 & A6 applications submitted by the complainant, and the 2<sup>nd</sup> & the 3<sup>rd</sup> opposite parties, officials superior to the 1<sup>st</sup> opposite party who were also admittedly approached by the complainant, also had equivalent duty and responsibility to issue the complainant a black and white response either on their own or by instructing the 1<sup>st</sup> opposite party to do so, so far as the matter of communicating the insufficiency in Ext. A4 and A6 applications and that of stating the reasons for rejecting or returning the said applications, are concerned. No evidence in respect of such action taken by the opposite parties has been brought to the notice of the Commission. The establishment ie. KSEB itself, is undoubtedly answerable and liable to the faults on the part of its employees. Hence the 4<sup>th</sup> opposite party also cannot absolve itself from the vicarious liability cast upon it by the misdeeds of its employees. Employer is liable for the wrongful acts of the employee done in course of employment as

held by the Hon'ble Supreme Court in *State of Maharashtra Vs Kanchanmala Vijay Singh – (1995) 5 SCC 659*. It is axiomatic that there was no transparency in respect of the opposite parties' proceedings on Ext. A4 & A6 applications. The liability arising from the lack of transparency on their part cannot be fastened with the office of another Government Department, viz the Agricultural Office, Thalikulam and hence the opposite parties' averment of non-jointer of that office does not hold any water. Transparency in proceedings establishes the hallmark of any Government or a public sector undertaking, the lack of which gives room for suspicion as well as for corrupted, surreptitious and covert practices. The opposite parties have also raised a ground of doubtfulness about the complainant's possession of the landed property in question, which Ext. A7 Possession Certificate in favour of the complainant, explicitly clears. Therefore, the doubtfulness expressed by the opposite parties in this regard is also proved unfounded. Moreover, the 1<sup>st</sup> opposite party has unambiguously deposed before the Commission that the complainant is still eligible for free power connection. The aforesaid deliberation in detail, unveils the fact that fault, imperfection and inadequacy were there in the opposite parties' proceedings on Ext. A4 & A6 applications submitted by the complainant.

Moreover, it is also conspicuous that the date on which Ext. R1 notice was served on the complainant, is not seen recorded thereon, nor does it bear any endorsement regarding the acknowledgment of its receipt by the complainant. The 1<sup>st</sup> opposite party, while being meticulously cross examined by the complainant's counsel, unambiguously deposed before the Commission that the opposite parties hardly produced any evidence in respect of the complainant's having received any disconnection or dismantling notice. Section 56 of the *Electricity Act, 2003* (hereinafter referred to as 'The Electricity Act') reads as follows :



**“Section 56** (Disconnection of supply in default of payment)

*(1) Where any person neglects to pay any charge for electricity or any sum other than a charge for electricity due from him to a licensee or the generating company in respect of supply, transmission or distribution or wheeling of electricity to him, the licensee or the generating company may, after giving not less than fifteen clear days' notice in writing, to such person and without prejudice to his rights to recover such charge or other sum by suit, cut off the supply of electricity and for that purpose cut or disconnect any electric supply line or other works being the property of such licensee or the generating company through which electricity may have been supplied, transmitted, distributed or wheeled and may discontinue the supply until such charge or other sum, together with any expenses incurred by him in cutting off and reconnecting the supply, are paid, but no longer:*

*Provided that the supply of electricity shall not be cut off if such person deposits, under protest,--*

*(a) an amount equal to the sum claimed from him, or*

*(b) the electricity charges due from him for each month calculated on the basis of average charge for electricity paid by him during the preceding six months, whichever is less, pending disposal of any dispute between him and the licensee.*

*(2) Notwithstanding anything contained in any other law for the time being in force, no sum due from any consumer, under this section shall be recoverable after the period of two years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrear of charges for electricity supplied and the licensee shall not cut off the supply of the electricity”.*

It is therefore imperative that Section 56 of the Electricity Act mandates issuance of 15 clear days' notice for disconnection of power consequent to default of payment. In the case at hand, the opposite parties miserably failed to prove whether Ext. R1 notice was duly served on the complainant, or to evidence the date when the same or any disconnection or dismantling notice was served, if served, as stipulated under Section 56 of the Electricity Act. Despite being duty bound to strictly adhere to Section 56 of the Electricity Act, the authorities concerned, i.e. the opposite parties herein, are not in a position to prove their compliance of the same. The arbitrary, lackadaisical and neglectful demeanour of the opposite parties is evident. This may be the reason why the common man while deflected in to such helpless situations, desperately infers that the authorities tend to deal with people approaching them, either with great alacrity or with supine indifference, depending on their affinity or apathy, as the case may be, towards the parties concerned.

All considered, we are of the contemplated view that there is deficiency in service on the part of the opposite parties.

As the power supply to consumer No. 3516 had already been re-connected as per the Commission's order in IA 154/14, the complainant's prayer for reconnection as prayed under prayer 'A' of the complaint, does not warrant any further consideration of the Commission and the Commission's order dtd. 28/05/14 in IA 154/14 is hence made absolute. But the opposite parties are at liberty to, as per law, regularise and/or secure the said re-connection, the proceedings, if any, lawfully required in that regard, be conducted invariably under the close watch, scrutiny and supervision of the 4<sup>th</sup> opposite party, and in the event of such a proceeding, the 4<sup>th</sup> opposite party shall ensure that no further aberrations occur on the part of the opposite parties, concerned. It is further added that the complainant shall not be levied with any

additional or penal charges for the delayed period or for the period of this litigation, as the litigation is attributed to the deficiency in service on the part of the opposite parties.

The complainant has also prayed for a refund of the money he expended for executing the repairs instructed by the opposite parties as a pre-requisite for reconnection of power supply. As the power supply in question has already been reconnected as per the Commission's order in IA 154/14, the complainant's prayer for refund of the said sum of Rs.11,738/- that he expended for such repairs, cannot be considered under the instant context.

Hence point No.(ii) is proved partly in favour of the complainant.

8) Point (iii) :

The deliberations under Point No.(ii) eloquently reveal that the complainant who approached the 1<sup>st</sup> opposite party for reconnection of his agricultural power connection after clearing all the arrears concerned, was made to run from pillar to post, craving for redressal of his grievance. Farmers are said to be the back bone of the country's economy and the linkages between water, agriculture and electricity are well acknowledged ones, as well. A consumer as the Coconut farmer – complainant, in the instant case, seeking reconnection of electricity for hydrating his farm, when encounters cloudy response, lacking well - defined instructions expected of the opposite parties, will certainly turn bewildered, shocked and helpless. Ext. A5 certificate of the Agricultural Officer explicitly affirms that 360 numbers of coconut trees are cultivated in the complainant's landed property in question. Obviously, lack of hydration will wither the vegetation therein, causing a drastic decline in the crop yield. The deficiency in service on the part of the opposite parties, therefore, has inflicted financial loss, agony and hardship on the complainant. Public

accountability is essential for healthy growth of the society, as was aptly emphasised by the Hon'ble Apex Court in *Lucknow Development Authoirty Vs M.K. Gupta, 1994 AIR 787* . Being a sentinel on the qui vive as regards consumer rights, we can't assume an ostrich's stance, while we come across such arbitrary and ultra-vires actions on the part of the part of statutory or public authorities of the sort of the opposite parties. The opposite parties have necessarily to compensate the complainant. We are of the considered view that the complainant is entitled to receive from the opposite parties a sum of Rs.2,50,000/- (Rupees Two lakh fifty thousand only) towards compensation for the financial loss, agony and hardship which the deficiency in service on the part of the opposite parties inflicted on him.

9) Point No.(IV) :

The complainant having been constrained by the opposite parties to resort to a decade long litigation to get a legitimate claim of his established, we are also inclined to hold that the opposite parties are liable to pay the complainant a sum of Rs.20,000/- (Rupees Twenty thousand only) towards costs.

In the result, the complaint is partly allowed and the opposite parties are jointly and severally directed to pay the complainant,

- a) a sum of Rs.2,50,000/- (Rupees Two lakh fifty thousand only) towards compensation for the financial loss, agony and hardship he underwent, and
- b) a sum of Rs.20,000/- (Rupees Twenty thousand only) towards costs, all with 9% interest p.a. from the date of filing of the complaint till the date of realisation.

The opposite parties shall comply with the above directions within one month of the receipt of a copy of this order.

Pending applications, if any, stand disposed of accordingly.

Dictated to the Confidential Assistant, transcribed by her, corrected by me and pronounced in the open Commission this the 31<sup>st</sup> day of May 2023.

Sreeja S.  
Member

Ram Mohan R  
Member

C. T. Sabu  
President

### Appendix

#### Complainant's Exhibits :

- Ext. A1 copy of the Revenue Recovery camp notice dtd. 01/12/2010 issued by Thahasildar, Chavakkad addressed to the complainant.
- Ext. A2 copy of receipt No.5099474 of Book No.50995 dtd. 30/12/10, issued by Village Officer, Thalikulam in favour of the complainant, receiving from him a sum of Rs.9,467/-.
- Ext. A3 series comprise statement of electrical repairs issued by M/s Best Electrical Workers, Thalikulam for a sum of Rs.8,238/- and that for motor repair issued by M/s Swaraj Electricals for a sum of Rs.3,500/-.
- Ext. A4 complainant's application dtd. 21/12/11 addressed to the 1<sup>st</sup> opposite party.
- Ext. A5 Agricultural Officer's Certificate No. TKM 06/10-11, dtd. 22/12/11.
- Ext. A6 complainant's application dtd. 06/01/2012 for electrical connection in respect of Consumer No.3516.
- Ext. A7 Possession Certificate numbered 3770/12 dtd.01/06/12 issued by the Village Officer Thalikkulam in favour of the complainant.
- Ext. A8 Envelope bearing a print as 'KERALA STATE ELECTRICITY BOARD' and a seal of the 'OFFICE OF THE EXECUTIVE ENGINEER, ELECTRICAL DIVISION, KSEB, KODUNGALLUR'.
- Ext. A9 Photo copy of relevant page of a work register. Ext. A10 is instruction card regarding RCCB.

#### Complainant's Witness :

PW1 K.K. Ramdas

#### Opposite Parties' Exhibits :

- Ext. R1 copy of the 1<sup>st</sup> opposite party's notice of arrears numbered 68 dtd. 27/02/09 addressed to the complainant, preparatory to disconnection of power.
- Ext. R2 copy of the statement of Revenue Recovery Details in respect of Consumer No.3516.
- Ext. R3 (SP) print out of the bill wise break up of amount due.

Ext. R4 (SP) is copy of the 1<sup>st</sup> opposite party's letter No.DB-6/14-15/16-7-14 dated 15/07/2014, addressed to the complainant, in connection with complaint before the Commission.

Ext. R5 copy of the Mahasar dtd. 04/09/2014 signed by the 1<sup>st</sup> opposite party.

Ext. R6 copy of an affidavit dtd. 08/08/2014 filed by the 2<sup>nd</sup> opposite party before the Commission.

Ext. R7 copy of a letter dtd. 27/07/15 from the Agricultural Officer, Thalikkulam addressed to 1<sup>st</sup> opposite party.

Opposite Parties' Witness :

RW 1 Jayarajan

Member