

**IN THE HIGH COURT OF JUDICATURE AT PATNA**

**Civil Writ Jurisdiction Case No.8294 of 2002**

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M/S Shree Vishnu Cold Storage, a Partnership firm having its Cold Storage at Amawa P.O. Bodh Gaya, Gaya and its office at 12 K.P. Road, Gaya, District-Gaya through its partner Sri S.K. Dalmia

.... .... Petitioner/s

Versus

1. Bihar State Electricity Board, Vidyut Bhawan, Bailey Road, Patna through its Chairman
2. The Electrical Superintending Engineer, Gaya Electrical Circle, Gaya
3. The Electrical Executive Engineer, Electric Supply Division, East Gaya, Gaya
4. The Assistant Electrical Engineer, Bodh Gaya Sub Division, Bodh Gaya, Gaya

.... .... Respondent/s

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**Appearance :**

For the Petitioner/s : Mr. S. Samdarsi, Advocate.

For the Respondent/s : Mr. Vinay Kirti Singh, Advocate.

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**CORAM: HONOURABLE MR. JUSTICE SHIVAJI PANDEY**

**ORAL JUDGMENT**

**Date: 06-04-2015**

Heard learned counsel for the petitioner and learned counsel for the Bihar State Electricity Board ( now South Bihar Power Distribution Company Ltd.).

2. In the present writ petition the dispute is with respect to demand of minimum guarantee electric bill amounting to Rs.67,156/- as this demand has been made by the Board for the period of disconnection from 1st December, 2001 to 28<sup>th</sup> February, 2002.

3. The petitioner is running a Cold storage under the partnership. Some time they do not require electric power as being a seasonal industry. The petitioner applied for disconnection on 22.11.2001 and accordingly the power was



disconnected on 1.12.2001. Again application was filed on 4.3.2002 for connection of power and the power was connected on 5.3.2002. The Board has placed the demand on fixed charge as well as minimum guarantee monthly unit charge. There is no dispute with respect to payment of fixed charge but dispute has been raised in this case, with respect to payment of minimum monthly guarantee unit charge, as the minimum guarantee monthly unit has been shown 111 Paise per Kwh. minimum monthly consumption 70 Kwh/ BHP. The claim has been made by the petitioner, if consumption of power for minimum guarantee charge is taken on yearly basis, then there is no deficit in consumption of power in terms of minimum guarantee charge. If the petitioner satisfies the minimum guarantee charge on annual term there is no justification for calculating it on minimum unit charge on monthly basis.

4. Learned counsel for the Board submits that this tariff schedule fixed by the Board was subject matter of this Court, ultimately it has been approved by the Hon'ble Supreme Court. The tariff rate of Board postulates different types of electric connections providing differed rates of bill. In his present case this Court is concerned with two classes of electrical connection (i) Low Tension Consumer (LTC) and (ii) High Tension

Consumers (HTC), for LT connection the Board has considered appropriate minimum guarantee charge on monthly basis as for determination of contract one month notice is required, with regard to HT connection minimum guarantee charge on annual basis.

5. Having considered the rival contentions of learned counsel for the parties it is not in dispute that this tariff rate has been approved by the Hon'ble Supreme Court. It will be relevant to quote the tariff rate applicable to the petitioner:

“(a) For LTIS-1, fixed charge: Rs.60.00 per BHP or part thereof per month.

Energy charge:111 paise per Kwh. Minimum monthly consumption 70 Kwh/BHP.Month.”

6. The tariff rate itself shows that consumer will have to pay minimum guarantee unit at the rate of 111 Paise per Kwh. Minimum monthly consumption 70 Kwh. The tariff is very clear and it is binding on both the parties. Now the consumer cannot take a plea that it should be converted into yearly minimum guarantee, so that he can get a relief for payment of the amount that has been served upon him. When the tariff is very clear this Court can not substitute a new tariff rate that of Board. There was an agreement between the parties and they were knowing

very well in what rate and in what condition they have to pay the charge to the Board. It is also apparent that there is basic difference in LT connection and HT connection as for determination of contract in HT connection 12 months notice is required to be given whereas in LT connection one month notice is sufficient for determination of contract.

7. In such view of the matter this Court does not find any error in making demand of Rs.67,156/- from the petitioner. Accordingly this writ petition is dismissed.

**(Shivaji Pandey, J)**

Vinay/-

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