

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE A.V.RAMAKRISHNA PILLAI

WEDNESDAY, THE 2ND DAY OF SEPTEMBER 2015/11TH BHADRA, 1937

WP(C).No. 17401 of 2006 (V)

PETITIONER :

**A.MOOSAKUTTY,
S/O. T.M. KUNHI MAYIN HAJI,
AGED 49 YEARS, PROPRIETOR, ALEEMA PULVERISING
ARINCHIRA MANSION, THURUTHI.**

**BY ADVS.SRI.P.SREEKUMAR
SRI.K.S.MANU (PUNUKKONNOOR)**

RESPONDENT(S) :

- 1. KERALA STATE ELECTRICITY BOARD
REPRESENTED BY ITS SECRETARY, THIRUVANANTHAPURAM.**
- 2. THE CHIEF ENGINEER,
KERALA STATE ELECTRICITY BOARD, ELECTRICAL DIVISION
KOZHIKODE.**
- 3. THE EXECUTIVE ENGINEER,
KERALA STATE ELECTRICITY BOARD
ELECTRICAL SUB DIVISION, KANGANHAD.**
- 4. THE ASSISTANT ENGINEER,
ELECTRICAL SECTION, PILICODE.**

**R1 TO R4 BY SENIOR ADVOCATE SRI.RAJU JOSEPH
BY SENIOR ADVOCATE SRI.P.SANTHALINGAM
BY ADVS. SRI.C.K.KARUNAKARAN, SC
SRI.S.SHARAN, SC
SRI.K.T.PAULOSE
SRI.JOSE J.MATHEIKEL, SC**

**THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON 02-09-2015,
THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:**

Mn

WP(C).No. 17401 of 2006 (V)

APPENDIX

PETITIONER'S EXHIBITS :

- EXT.P1 : COPY OF THE PETITION DTD. 22.10.2004.
- EXT.P2 COPY OF THE ORDER DTD. NIL OF THE 2ND RESPONDENT.
- EXT.P3 COPY OF THE PETITION DTD. 20.7.2005.
- EXT.P4 COPY OF THE G.O.(RT) NO. 64/06/PD DTD. 21.2.2006.
- EXT.P5 COPY OF THE ORDER DTD. 17.4.06 OF THE 1ST RESPONDENT.
- EXT.P6 COPY OF THE COMMUNICATION DTD. 8.5.2006 ISSUED TO THE PETITIONER.
- EXT.P7 COPY OF THE NOTICE ISSUED BY THE 5TH RESPONDENT.

RESPONDENT'S EXHIBITS : NIL

//TRUE COPY//

P.A. TO JUDGE

Mn

A.V. RAMAKRISHNA PILLAI, J.

W.P.(C) No. 17401 of 2006

Dated this the 2nd day of September, 2015

J U D G M E N T

The petitioner was a consumer of electrical energy from the respondents for his industrial unit. He alleges that the unit was established in 1970 on the basis of a minimum guarantee agreement and the petitioner was paying the fixed amount all these years. Although the electric line drawn to the petitioner's industrial unit became self remunerative long ago, the respondents did not modify the minimum guarantee agreement; it is alleged. According to him, he was also forced to pay a sum of ₹5,000/- as fixed charges even though the unit was not functioning for the past several years and no energy was consumed after November, 2003. The petitioner pointed out this aspect to the respondents and requested them to take necessary steps to cancel the minimum guarantee agreement and to reduce the fixed charges

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levied from the petitioner. The petitioner also informed the respondents that if the amount could not be reduced, he is intending to get the electrical connection disconnected. The respondents did not take any action on the request till he obtained a direction from this Court to the respondent to consider the grievances of the petitioner. Even after the direction issued by this Court, it took about two more years for the respondents to take a decision in the matter and during all those years, the electric connection in the petitioner's building remained unused and not even a single unit of electricity was consumed; it is alleged. In 2003, the electrical cables and other connections were removed by the employees of the board, however, the meter was retained in the building. Although the petitioner requested the respondents to remove the meter also, they did not take any step to do the same. The petitioner's grievance is that in spite of these, the respondents demanded an exorbitant amount as fixed charges from the petitioner. Hence, this writ

petition.

2. Heard the learned counsel for the petitioner and the learned Standing Counsel for the respondent board.

Taking into account the special facts and circumstances of the case, the petitioner is permitted to approach the respondent board with a representation, which shall be considered by the respondent board benevolently after affording the petitioner an opportunity of being heard within a period of two months from the date of receipt of a copy of this judgment. The respondent board is also directed to explore the possibility of one time settlement if there is no legal impediment.

Sd/-
A.V. RAMAKRISHNA PILLAI
JUDGE

bka/-