

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE A.V.RAMAKRISHNA PILLAI

TUESDAY, THE 10TH DAY OF FEBRUARY 2015/21ST MAGHA, 1936

WP(C).No. 10298 of 2013 (J)

PETITIONER(S) :

G.BABY,
SARADA SADANAM,
ADINADU NORTH.P.O.,
KARUNAGAPPALLY,
KOLLAM-690 542.

BY ADVS.SRI.K.BABU RAJAN
SRI.DIPU R.
SRI.K.JALADHARAN
SRI.T.A.SREE KUMAR.

RESPONDENT(S) :

1. THE DISTRICT TELECOM GENERAL MANAGER,
BHARAT SANCHAR NIGAM LIMITED,
B.S.N.L. BHAVAN,
KOLLAM-691 001.
2. THE SUB DIVISIONAL ENGINEER,
BHARAT SANCHAR NIGAM LIMITED,
OCHIRA, KOLLAM. 690 526.
3. THE JUNIOR TELECOM OFFICER,
BHARAT SANCHAR NIGAM LIMITED,
TELEPHONE EXCHANGE,
CLAPPANA, KOLLAM. 690 525.

BY SMT.E.V.MOLY, SC, BHARAT SANCHAR NIGAM LIMITED
BY SRI.MATHEWS K.PHILIP, SC, BSNL

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD
ON 10-02-2015, THE COURT ON THE SAME DAY DELIVERED THE
FOLLOWING:

rvs.

APPENDIX

PETITIONER(S) ' EXHIBITS :

EXT. P1- TRUE COPY OF THE BILL DATED 2.2.2013.

EXT. P2- TRUE COPY OF THE REPRESENTATION DATED 6.2.2013 BY THE
PETITIONER BEFORE THE 3RD RESPONDENT.

EXT. P3- TRUE COPY OF THE PAYMENT RECEIPT DATED 18.2.2013.

EXT. P4- TRUE COPY OF THE REPRESENTATION/LETTER DATED 7.3.2013.

EXT. P5- TRUE COPY OF THE BILL DATED 2.3.2013.

RESPONDENT(S) ' EXHIBITS :

NIL.

/TRUE COPY/

P.A.TO JUDGE

RVS.

A.V. RAMAKRISHNA PILLAI, J.

W.P.(C) No. 10298 of 2013

Dated this the 10th day of February, 2015

J U D G M E N T

The petitioner was running an STD PCO cum Internet Cafe (Broad Band Connection) bearing No.04762895929 from February 2010. At the inception of the connection, the plan allotted was ₹750/- per month; and the said scheme was available till December, 2010 only. According to the petitioner, the said plan enabled such users as the petitioner assessed the monthly use and the amount for the services availed by logging on to the BSNL web site (i.e., self care portal). The petitioner alleges that from January 2011, the petitioner changed the plan as per instructions, which provided only for two plans, i.e., plan of ₹400/- (i.e., the Broad Band Free use limit up to 4 GB only) and ₹1,000/- (in the Broad Band use limit up to 10 GB). The petitioner opted for ₹400/- plan since he had been using the Broad Band below 3 GB for all the past months. The petitioner alleges that with the change in plan, the respondents

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stopped issuing telephone and Broad Band bills. The BSNL self care portal was not activated, as a result of which, the users were left in dark about their total usage; it is alleged. Aggrieved by the same, the petitioner made a representation to issue bills; and the respondents started issuing telephone bills only. As bills for Broad Band usage have not been issued, the petitioner approached the respondents demanding for the same. Later, from December, 2012 onwards, the BSNL self portal started functioning. The petitioner alleges that to the shock and surprise of the petitioner, the BSNL portal showed an unsettled bill of ₹28,197.57/- against the petitioner's Broad Band use. Again, the portal showed the Broad Band Bill at ₹28,735/- for the period from 01.01.2013 to 23.01.2013; and further on 24.01.2013, the unsettled bill is shown as ₹ 41,968/-, which is marked as Ext.P1. According to the petitioner, he was at a loss to understand as to how such huge amount for the permitted maximum free use of 4 GB could have been computed for the said months as he was not using more than 3 GB in any month. The amount, in

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any case, would not be more than ₹10,800/- as per the plan for the said entire period; according to the petitioner. Therefore, the petitioner submitted Ext.P2 representation before the 3rd respondent. In the meanwhile, the petitioner paid the then current amount as evidenced by Ext.P3. The petitioner's grievance is that while Ext.P2 was pending, without any notice, the respondents disconnected his telephone connection on 28.02.2013. The petitioner further alleges that though the petitioner's case was taken up vide Ext.P4 by the Taluk Consumer Protection Council, the respondents, without restoring connection and without considering Exts.P2 and P4, issued another bill for an amount of ₹27,905/- (Ext.P5) for the period from 01.02.2013 to 28.02.2013 to the petitioner. It is with this background, the petitioner has come up before this Court.

2. A statement and a counter affidavit have been filed by the respondents refuting all the allegations. In the counter affidavit, they contended that the petitioner was very well aware of the amounts, which he collected from his customers, and deliberately retained the full money

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with him.

3. Today, when the matter came up for hearing, the learned Standing Counsel for the respondents suggested that they are ready to allow the petitioner to pay off the outstanding bill amount in five equal monthly instalments. This was agreeable to the petitioner also.

Therefore, the writ petition is disposed of permitting the petitioner to pay off the outstanding amount as on today in five equal monthly instalments starting from 02.03.2015. If the petitioner fails in remitting one instalment, it shall be open to the respondents to realize the entire sum without providing further time for payment.

Sd/-
A.V. RAMAKRISHNA PILLAI
JUDGE

bka/-