

Ramesh Chander Vs. Delhi Electric Supply Undertaking

Ramesh Chander Vs. Delhi Electric Supply Undertaking

SooperKanoon Citation : sooperkanoon.com/1114212

Court : Delhi State Consumer Disputes Redressal Commission SCDRC New Delhi

Decided On : Feb-15-1995

Judge : R.N. Mittal, President & the Honourable Ms. Justice S. Brar, Member

Appeal No. : Case No. C-308 of 1993

Appellant : Ramesh Chander

Respondent : Delhi Electric Supply Undertaking

Judgement :

R.N. Mittal, President:

1. Briefly, the facts are that the complainants (175 in number) are residents of West Kanti Nagar, Delhi-51. They approached the DESU, Opposite Party for electrification of the said area in 1989. It is alleged that the Opposite Party decided to recover development charges from them @ Rs. 12/- per sq. yard, which they deposited before April, 1990. However, later they started demanding the electrification charges @ Rs. 47/- per sq. yard which is illegal. Hence the complaint.

2. The Opposite Party contested the complaint. They inter-alia pleaded that the charges were got deposited on the basis of estimate and that they had every right to revise the rate. It is further pleaded by them that pricing policy does not fall within the purview of the For a under the Consumer Protection Act (hereinafter

referred to as the Act.)

3. The first question that arises for determination is, what is the effect of depositing of the amount by the complainant for electrification on the estimate-basis. The reference has been made by the Counsel to two documents; one letter dated 17.7.89 by the Opposite Party and the other to the order dated 12.5.92 by them. The complainants were required to deposit the electrification charges @ Rs. 12/- per sq. yard on estimate basis vide the above said letter. It is the practice that when the estimates are prepared the prices prevalent in the market at that time are taken into consideration. The difference between the estimates and the actual cost is always marginal. The complainants, in pursuance of the said letter deposited the charges @ Rs. 12/- per sq. yard before April, 1990.

4. The order dated 12.5.92, on which reliance is being made by the Opposite Party provides that development charges for electrification of the scheme on the basis of over-head system would be fixed at Rs. 47/- per sq. yard w.e.f. 1.4.92 and the said charges were made applicable only to the prospective consumers who had not deposited the development charges by them. From a reading of the said order it is evident that the persons who had deposited the charges before the date of its issuance, were to be governed by the orders under which those were got deposited and that those persons who had not deposited the charges or who were required to deposit or deposited the same after the issuance of the letter were governed by it. From the facts stated above, it is clear that complainants had not only applied for electric connection but deposited the amount much before 12.5.92. Therefore, in our view, the complainants were not governed by the order dated 12.5.92.

5. It is further relevant to point out that in a similar case in Prem Nagar Welfare Association (Regd.) v. DESU (Complaint No. 349/91) decided on 29.6.92 the representative of the DESU has made a statement that they would charge from the complainant the charges for overhead system @ Rs. 12/- per sq. yard and not at the enhanced rate of Rs. 24/- per sq. yard. The Commission accordingly passed the order. Consequently, we are of the opinion that the complainants are entitled to get the electric connection on the basis of the charges already deposited by

them.

6. The second question that arises for determination is, whether the Commission can go into the pricing policy. Mr. Jha, the learned Counsel for the DESU has argued that the pricing policy does not fall within the purview of Fora under the Act. In support of his contention he has placed reliance on two decisions of the National Commission in *Haryana Urban Development Authority v. Deep Kishore Singh*, II (1994) CPJ 22 (NC) and *Housing Board Haryana v. Kartar Singh etc.*, I (1995) CPJ 7 (NC). We have gone through the said cases very carefully. In the *Deep Kishore Singh's* case (*supra*) there was a specific clause in the conveyance deed, by which the vendor had reserved the right to enhance the tentative price of the plots in terms of the Punjab Urban Estates (Sale of Sites) Rules, 1965. In that case the price of land was enhanced by the High Court of Punjab and Haryana in the appeal. In view of the enhancement of the price of the land by the High Court and the clause in the conveyance deed governing the parties, the Haryana Urban Development Authority asked the complainant to deposit additional price. Thus the facts of that case are different than those of the present case. In *Kartar Singh's* case (*supra*) the possession of the house had been taken by the allottees. Consequently, it was held that the pricing policy could not be challenged by the complainant. Thus the facts of this case are also distinguishable.

7. For the aforesaid reasons, we accept the complaint and direct the Opposite Party to electrify the area of the complainants within a period of six months from the date of the order on the basis of the amount already deposited by them, failing which action shall be taken against them u/Sec. 27 of the Consumer Protection Act. No order as to costs.

Complaint allowed without costs.

SooperKanoon - India's Premier Online Legal Search - sooperkanoon.com