

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

ON THE 14TH DAY OF FEBRUARY, 2020

BEFORE

THE HON'BLE MR. JUSTICE RAVI MALIMATH

AND

THE HON'BLE MR. JUSTICE R.DEVDAS

WRIT APPEAL NO.6342 OF 2017 (GM-KEB)

BETWEEN:

UNIVERSAL AIR PRODUCTS PRIVATE LIMITED
A COMPANY REGISTERED UNDER
THE PROVISIONS OF THE COMPANIES ACT,
1956, HAVING ITS REGISTERED OFFICE
AT PLOT NO.22A, III STAGE,
PEENYA INDUSTRIAL AREA,
BENGALURU-560 058.
(REPRESENTED BY ITS MANAGING DIRECTOR)

...APPELLANT

(BY SRI SHRIDHAR PRABHU, ADVOCATE)

AND:

- 1 . BANGALORE ELECTRICITY SUPPLY
COMPANY LIMITED
A COMPANY REGISTERED UNDER THE
PROVISIONS OF THE COMPANIES ACT, 1956,
HAVING ITS REGISTERED OFFICE
AT K.R. CIRCLE,
BENGALURU-560 001.
(REPRESENTED BY ITS MANAGING DIRECTOR)
- 2 . ASSISTANT EXECUTIVE ENGINEER (EL)
BANGALORE ELECTRICITY SUPPLY

COMPANY LIMITED,
O & M SUB-DIVISION,
KUNIGAL-572 130.

...RESPONDENTS

(BY SRI PRASHANTH MURTHY, ADVOCATE FOR
SRI S. SRIRANGA, ADVOCATE)

THIS WRIT APPEAL FILED UNDER SECTION 4 OF
THE KARNATAKA HIGH COURT ACT PRAYING TO SET
ASIDE THE ORDER DATED 10/10/2017 PASSED IN THE
WRIT PETITION 30906/2014.

THIS WRIT APPEAL COMING ON FOR HEARING
THIS DAY, R.DEVDAS J., DELIVERED THE FOLLOWING:

JUDGMENT

This writ appeal is directed against the order
dated 10.10.2017 in W.P.No.30906/2014.

2. The grievance of the petitioner-Company in
the writ petition was that Bangalore Electricity
Supply Company Limited (hereinafter referred to as
'BESCOM' for the sake of brevity) could not have
demanded Additional Security Deposit of
Rs.99,96,000/- as per their communication dated
05.04.2014 on the basis of previous average
consumption for two months (2 MMD) and against

the already existing security deposit of Rs.31,00,000/-. The learned Single Judge, taking note of the submissions of BESCOM that Prepayment meters were not available, dismissed the writ petition while granting liberty to the petitioner-Company to purchase such Prepayment Meter of standard quality from the open market and the petitioner was free to approach the respondent-BESCOM with such Prepayment Meter and file a representation and it was for the authorities to consider the said request of the petitioner fairly and objectively.

3. Learned Counsel for the appellant draws the attention of this Court to a judgment dated 24.07.2018 in W.A.Nos.6090-91/2017 in the case of **Bangalore Electricity Supply Company Limited and Another Vs. M/s.Vijaya Steels and Others**, where a co-ordinate Bench of this Court upheld the decision of the learned Single Judge in

W.P.No.13836/2015 noticing that in view of Sub-section (5) of Section 47 of the Electricity Act, 2003, if the person requiring the supply is prepared to take the supply through a pre-paid meter, he shall not be liable to furnish security as contemplated under Clause (a) of Sub-section (1) of Section 47. It was noticed that if the consumer is prepared to take the supply through a pre-paid meter, and as Prepayment meter was presently not available, it was held that respondent-BESCOM should supply electricity to the consumer by collecting approximate monthly energy charges in advance without insisting for any security as contemplated under Clause (a) of sub-section (1) of Section 47 of Electricity Act, 2003. It was also directed by the learned Single Judge that the amount of the petitioner lying in deposit with the respondent-BESCOM shall be adjusted towards energy charges. When the respondent-BESCOM took up the matter in appeal, the co-ordinate Bench

in W.A.Nos.6090-91/2017 noticed that the submissions of the respondent-BESCOM that no prepayment meters for High Tension Consumers (HT-IIA) was available and proceeded to uphold the decision of the learned Single Judge in W.P.No.13836/2015. Further by order dated 16.12.2019 in Review Petition No.53/2019 in the case of ***M/s.Bangalore Electricity Supply Company Limited and Another Vs. M/s.Vijayaa Steels and Others***, this Court dismissed the review petition preferred by the respondent-BESCOM.

4. In that view of the matter, this issue stands covered by a decision of the co-ordinate Bench in W.A.Nos.6090-91/2017 dated 24.07.2018. Therefore, this appeal is allowed. The impugned order dated 10.10.2017 passed by the learned Single Judge in W.P.No.30906/2014 is set aside.

5. Consequently, the prayer in the writ petition is ***partly allowed*** in the following terms:

- i) Since the petitioner/appellant is prepared to take the supply through a Prepayment meter, and since it is stated by the respondent-BESCOM that prepayment meter is presently not available, it is appropriate that the respondent-BESCOM shall supply electricity to the petitioner by collecting appropriate monthly energy charges in advance without insisting upon any security as contemplated under Clause (a) of sub-section (1) of Section 47 of the Electricity Act, 2003.
- (ii) The amount of the petitioner/appellant, if any, lying in deposit with the respondent-BESCOM shall be adjusted towards energy charges.
- (iii) This order shall cease to be in force once the respondent-BESCOM provides a Prepayment meter to the petitioner/appellant.

The writ appeal is disposed off in the above terms.

I.A.No.1/2018 and memos do not survive for consideration and the same stands disposed of.

Sd/-
JUDGE

Sd/-
JUDGE

JT/-