

**IN THE CONSUMER DISPUTES REDRESSAL COMMISSION,
THRISSUR**

Present : Sri. C.T. Sabu, President
Smt. Sreeja. S., Member
Sri. Ram Mohan R., Member

29th day of May 2026
CC 27/22 filed on 17/01/2022

Complainant : Kerala State Service Pensioners Union, Anthikkad Block, Rep. by Secretary, Peethambaran T.K., P.O Anthikkad, Thrissur District, Pin – 680 641.
(By Adv. A.D Benny, Thrissur)

Opposite Parties : 1. Assistant Engineer, P.H Section, Kerala Water Authority, P.O Cherppu, Thrissur District, Pin – 680 561.
2. Executive Engineer, Kerala Water Authority, P.O Irinjalakuda, Thrissur District, Pin – 680 121.
3. Kerala Water Authority, Rep. by Managing Director, Thirvananthapuram.
(Ex-parte)

FINAL ORDER

By Sri. Ram Mohan R, Member:

1) Complaint in brief, as averred:

The complaint is filed under Section 35(1) of the Consumer Protection Act, 2019. The complainant is statedly the consumer of the opposite party vide water connection No. 636/AKD. Allegedly, the complainant has not been receiving any water at all through this connection for a long time and he claims to have paid the bills up to June 2021. The bills dated 23/07/2021, 20/09/2021 and 22/11/2021 issued by the opposite parties would statedly evidence the complainant's allegation that he is not receiving any water through the impugned connection for quite some time. The three bills contain the same reading of '123', whereas the consumption is recorded therein as '4

units' each. The readings in all the three consecutive bills being the same, the recorded consumption of '4 units' in each of the bill becomes null and void. The complainant alleges that the opposite parties issued bills in an unfounded manner. The complainant alleges deficiency in service on the part of the opposite parties. A lawyer notice caused by the complainant statedly elicited no result. Hence the complaint. The complainant prays for an order directing the opposite party to refund to him the unfounded bills that he paid, apart from other reliefs of compensation and costs and instructing the opposite parties to provide fair supply of water.

2) NOTICE:

The opposite parties have not cared to file their written version in time, despite their having received the Commission's notice to that effect. Hence the Commission was constrained to proceed ex-parte against the opposite parties.

3) Evidence:

The complainant produced documentary evidence that had been marked Ext. A1 to A9, apart from affidavit and notes of argument. The proceedings against the opposite parties being ex-parte, no evidence adduced on their part.

4) Deliberation of facts and evidence of the case:

The Commission has very scrupulously examined the facts and evidence of the case. Ext. A1 is provisional invoice card issued by the opposite parties in favour of the complainant. Ext. A2 is Demand and disconnection Notice cum Bill No. 78664980 dated 23/07/2021 issued by the opposite parties in favour of the complainant for a sum of Rs. 420/- (Rupees four hundred and twenty only). Ext. A3 is demand and disconnection Notice cum Bill No. 81334073 dated 20/09/2021 issued by the opposite parties in favour of the complainant for a sum of Rs. 864/- (Rupees eight hundred and sixty four only). Ext. A4 is

Demand and disconnection Notice cum Bill No. 84441466 dated 22/11/2021 issued by the opposite parties in favour of the complainant for a sum of Rs. 1,323/- (Rupees one thousand three hundred and twenty three only). Ext. A2, A3 and A4 documents contain entries of '123' as meter reading and consumption as '4 KL'. Ext. A5 is copy of Lawyer Notice. Ext. A6 series comprise Postal Acknowledgment Cards (2nos). Ext. A7 is Demand and disconnection Notice cum Bill No. 94285324 dated 23/05/2022 issued by the opposite parties in favour of the complainant for a sum of Rs. 2,808/- (Rupees two thousand eight hundred and eight only). Ext. A8 is Receipt No. BD3236883 dated 18/06/2022 issued by the opposite parties in favour of the complainant receiving from him a sum of Rs. 2,828/- (Rupees two thousand eight hundred and twenty eight only). Ext. A9 series comprise receipts and Invoices (8 nos in total).

5) Points of deliberation :

- (i) Whether there is any deficiency in service or adoption of unfair trade practice on the part of the opposite parties? Also whether the complainant is entitled to receive refund of the claimed sum? If yes;
- (ii) Whether the complainant is entitled to receive any compensation from the opposite parties? If so its quantum?
- (iii) Costs?
- (iv) Any other reliefs, relevant?

6) Point No.(i)

The allegation of the complainant is that in stark contrast with the same reading of '123' shown in Ext. A2, A3 and A4 Demand and disconnection Notice cum bills, the opposite parties recorded consumption of '4 units' in each of the said bills and arbitrarily demanded payment from the complainant. A

conjoint scrutiny of Ext. A2, A3 and A4 bills reveals that the consumption quantities of '4 KL' each entered therein are bogus and unfounded, as the same meter reading of '123' is shown in all these bills. It is evident that Ext. A2, A3 and A4 Demand notices are not properly explained but made very randomly. The opposite parties' act of having unfoundedly issued such bills and demanded payment from the complainant is evidently tantamount to denial of a consumer's basic right to be informed of the essential parameters in respect of which he has to pay the service provider, which in turn is an unfair trade practice and at the same time constitutes deficiency in service on their part, as well. Ext. A4 Demand and disconnection Notice cum bill dated 22/11/2021 amounting to Rs. 1,323/- (Rupees one thousand three hundred and twenty three only) appears to include the arrears previous to it, as well. Ext. A8 receipt issued by the opposite parties reveals that the complainant had paid all the arrears as of 18/06/2022. Ext. A2, A3 and A4 Demand and disconnection Notice cum bills having been arbitrarily issued, the complainant is entitled to receive refund of the cumulative sum of Rs. 1,323/- (Rupees one thousand three hundred and twenty three only) he paid as per Ext. A4 bill. The opposite parties have not cared to file their written version in time before the Commission, in spite of their having received the Commission's notice to that effect. The opposite parties' conscious failure to file the written version in time amounts to admission of the allegations levelled against them by the complainant. The Hon'ble National Commission held the same view by its order ***dated 09/10/2017 in RP579/2017 (MANU/CF/1342/2017)***. The evidence adduced by the complainant remains un rebutted. Hence, we find no reason to disbelieve the contentions raised by the complainant and have no hesitation to hold that there is deficiency in service as well as adoption of unfair trade practice on the part of the opposite parties. As elaborated earlier, the complainant is entitled to receive refund of Rs. 1,323/- (Rupees one thousand three hundred and twenty three only) from the opposite parties, as well.

Point No. (i) is thus proved in favour of the complainant.

7) Point No.(ii), (iii) & (iv)

Water is statedly called the medium of life. Almost all life on the planet requires water, to exist. It is a resource that is as inevitable and precious as the air we breathe. Being the distributor of one of the most essential requirements of human life, the opposite parties knowingly or unknowingly seems to possess an unbeatable edge on their consumers. But issuing bills randomly claiming sums that are not aligning with the ingredients of the bills, will undoubtedly turn the opposite parties' service counterproductive. A bill or invoice is expected to comprise the essential ingredients that enable the consumers to have a 360 degree view of the sum that are asked to pay. In the present case, the opposite parties failed to do so in so far as the issuance of Ext. A2, A3 and A4 bills, is concerned. This wrong-doing on the part of the opposite parties might certainly have inflicted agony and hardship on the complainant. The opposite parties have necessarily to compensate the complainant. We are of the considered view that the opposite parties have to pay the complainant a sum of Rs. 5,000/- (Rupees five thousand only) towards compensation for the agony and hardship inflicted on it and a sum of Rs. 5,000/- (Rupees five thousand only) towards cost of litigation. An order directing the opposite parties to provide adequate supply of water to the complainant also seems essential to meet the ends of justice.

In the result, the complaint is allowed and the opposite parties are directed to jointly and severally pay the complainant within 45 days of receipt of a copy of this order;

- a) a sum of Rs. 1,323/- (Rupees one thousand three hundred and twenty three only) towards refund of the sum he paid pursuant to Ext. A2, A3, and A4 Demand and disconnection Notice cum bills that were arbitrarily issued by the opposite parties,
- b) a sum of Rs. 5,000/- (Rupees five thousand only) towards compensation for the agony and hardship the complainant underwent, and
- c) a sum of Rs. 5,000/- (Rupees five thousand only) towards costs,

all with 9% interest per annum from the date of filing of the complaint till the date of realization.

The opposite parties are further directed to ensure with immediate effect proper and adequate water supply service to the complainant and to avoid avoidable disruption in supply.

Dictated to the Confidential Assistant, transcribed by her, corrected by me and pronounced in the open Commission this the 29th day of May 2026.

Sd/-
Sreeja S.
Member

Sd/-
Ram Mohan R
Member

Sd/-
C. T. Sabu
President

Appendix

Complainant's Exhibits :

Ext. A1 is provisional invoice card issued by the opposite parties in favour of the complainant.

Ext. A2 is Demand and disconnection Notice cum Bill No. 78664980 dated 23/07/2021 issued by the opposite parties in favour of the complainant for a sum of Rs. 420/- (Rupees four hundred and twenty only).

(continued overleaf)

Ext. A3 is Demand and disconnection Notice cum Bill No. 81334073 dated 20/09/2021 issued by the opposite parties in favour of the complainant for a sum of Rs. 864/- (Rupees eight hundred and sixty four only).

Ext. A4 is Demand and disconnection Notice cum Bill No. 84441466 dated 22/11/2021 issued by the opposite parties in favour of the complainant for a sum of Rs. 1,323/- (Rupees one thousand three hundred and twenty three only).

Ext. A2, A3 and A4 documents contain entries of '123' as meter reading and consumption as '4 KL'.

Ext. A5 is copy of Lawyer Notice.

Ext. A6 series comprise Postal Acknowledgment Cards (2nos).

Ext. A7 is Demand and disconnection Notice cum Bill No. 94285324 dated 23/05/2022 issued by the opposite parties in favour of the complainant for a sum of Rs. 2,808/- (Rupees two thousand eight hundred and eight only).

Ext. A8 is Receipt No. BD3236883 dated 18/06/2022 issued by the opposite parties in favour of the complainant receiving from him a sum of Rs. 2,828/- (Rupees two thousand eight hundred and twenty eight only).

Ext. A9 series comprise receipts and Invoices (8 nos in total).

Opposite Parties' Exhibits :

Nil

Id/-
Ram Mohan R
Member

//True copy//

Assistant Registrar

Auk