



A consumer is the important visitor on our premises.  
He is not dependent on us. We are dependent on him.  
-Mahatma Gandhi

## **TAMIL NADU ELECTRICITY OMBUDSMAN**

4<sup>th</sup> Floor, SIDCO Corporate Office Building, Thiru-vi-ka Industrial Estate,  
Guindy, Chennai – 600 032.

Phone : ++91-044-2953 5806, 044-2953 5816 Fax : ++91-044-2953 5893

Email : [tneochennai@gmail.com](mailto:tneochennai@gmail.com) Web site : [www.tnerc.gov.in](http://www.tnerc.gov.in)

**Before The Tamil Nadu Electricity Ombudsman, Chennai**  
**Present : Thiru. N.Kannan, Electricity Ombudsman**

### **A.P.No. 111 of 2022**

Thiru Satheesh Srinivasan,  
117, North Uthra Street,  
Srirangaam, Trichy – 620 006.

. . . . . Appellant  
(Thiru Satheesh Srinivasan)

The Executive Engineer/Srirangam,  
Trichy Electricity Distribution Circle/Metro,  
TANGEDCO,  
No.26 ,Srinivasachari street,  
Old JJ Kalyanamandapam,  
Srirangam-620 006.

. . . . Respondent  
(ThiruR. Selvam, EE/Srirangam)

**Petition Received on: 26-12-2022**

**Date of hearing: 09-03-2023**

**Date of order: 15-03-2023**

The Appeal Petition received on 26.12.2022 filed by Thiru Satheesh Srinivasan, 117, North Uthra Street, Srirangaam, Trichy – 620 006 was registered as Appeal Petition No. 111 of 2022. The above appeal petition came up for hearing before the Electricity Ombudsman on 09.03.2022. Upon perusing the Appeal Petition, Counter affidavit, written argument and the oral submission made on the hearing date from both the parties, the Electricity Ombudsman passes the following order.

## Order

### 1. Prayer of the Appellant:

The Appellant has prayed to reimburse the amount of Rs.17,172/- with interest of 9% p.a. and Rs.5,000/- for mental agony.

### 2.0 Brief History of the case:

2.1 The Appellant has applied two service connections and he procured the cable and other components to complete the work for which he spent an amount of Rs.17,172/-. Now he has requested to reimburse the cost as service cable comes under the scope of Licensee as per regulation.

2.2 Hence, the appellant has filed a petition with the CGRF of Trichy EDC/Metro on 03.11.2022. The application was not taken on the file of the Chairman, CGRF, Trichy EDC/Metro. Hence, the appellant preferred this appeal petition before the Electricity Ombudsman.

### 3.0 Hearing held by the Electricity Ombudsman:

3.1 To enable the Appellant and the Respondent to put forth their arguments, a hearing was conducted on 09.03.2023 through video conferencing.

3.2 The Appellant Thiru Satheesh Srinivasan attended the hearing and put forth his arguments.

3.3 The Respondent Thiru R. Selvam, EE/Srirangam of Trichy Electricity Distribution/Metro attended the hearing and put forth his arguments.

3.4 As the Electricity Ombudsman is the appellate authority, only the prayers which were submitted before the CGRF are considered for issuing the order. Further, the prayer which requires relief under the Regulations for CGRF and Electricity Ombudsman, 2004 alone is discussed hereunder.

### 4.0 Arguments of the Appellant :

4.1 The Appellant has stated that his house was constructed by M/s. Navaneetha Property Developers Pvt. Ltd. (Builder) and had applied for 2 nos. Service

Connection on 12<sup>th</sup> August 2022 vide application number 200062610822772 and 200062610822775.

4.2 The Appellant has stated that after successful submission of his application and making the payment, AE visited his premises and replied him wiring not completed.

4.3 The Appellant has stated that in response to the same he replied to AE email, AEE & EE email id stating to clarify wiring pending from which point to which point. To which the Appellant was replied as from meter box to pole. So, the Appellant procured the cable and other necessary supports and components and completed the work with help from builder's electrician. As per electricity Act 2003, Section 43(2) TANGECO has to supply and do the wiring from Pole to Meter with all necessary supports and components.

4.4 The Appellant has stated that as he was replied to do the wiring and he procured the necessary things by 08/09/2022 and completed the work. The Appellant has requested to reimburse him the cost incurred totaling Rs.17,172/- (comprise three bills) to complete the work which was under licensee scope.

4.5 The Appellant has stated that to all his grievance raised there wasn't any elaborate or precise reply, the Appellant was only replied incomplete wiring and no reply from AE, AEE or EE to his emails. Also he has attached the picture showing wiring completed with wires for Meter hanging in ELCB/RCD incomer terminals in his email.

4.6 The Appellant has stated that he had also mentioned in his grievance dated 23<sup>rd</sup> August 2022 that Main incoming cable and meter is in TANGEDCO scope and cost incurred by him towards materials are detailed below:

**Payment Details**

1	M/s. Abirami Electricals	For Power cable purchased on 30 August 2022 amounting 13566/-
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2	Sri Balaji Agencies	Copper Earthing wire, screws and others amounting 2406/-
3	PP group(procured by electrician)	Umbrella handled type GI pipe for power cable entry for cablesupport amounting 1200/-

Further prayed to pay Rs.5000/- for stress and mental agony.

#### 5.0 எதிர்மனுதாரரின் வாதங்கள்:

5.1 திருச்சிராப்பள்ளி மாவட்டம் திருவரங்கம் கோட்டம் . திருவரங்கம் பிரிவிற்கு உட்பட்ட பிளாட் எண். 45, முத்து நகர், சாலை ரோடு ஸ்ரீரங்கம் என்ற முகவரியில் உள்ள கட்டிடத்திற்கு திரு .சதிஷ்சீனிவாசன் அவர்களால் முறையே 2610822772 மற்றும் 2610822775 என்ற இரண்டு புதிய வீட்டு மின் இணைப்பு கோரிய விண்ணப்பங்கள் மனுதாரரால் online - ல் 12.08.2022 அன்று பதிவேற்றம் செய்யப்பட்டதை தொடர்ந்து 17.08.2022 அன்று கள ஆய்வு செய்யப்பட்டு மின்சார ஓயரிப்பணிகள் முடிக்கப்படாமல் இருந்ததால் தற்காலிகமாக நிறுத்தி (Hold) வைக்கப்பட்டதாக எதிர்மனுதாரர் தெரிவித்துள்ளார்.

5.2 அதனை தொடர்ந்து அனைத்து வயரிங் பணிகளும் முடிக்கப்பட்டு விட்டதாக 01.09.2022 அன்று மனுதாரர் விண்ணப்பத்தினை மீண்டும் சமர்ப்பித்ததாகவும் , அதன் அடிப்படையில் ஆய்வு மேற்கொண்டு மேற்கண்ட விண்ணப்பங்களுக்கான சர்வீஸ் ஓயர் அமைக்க சென்ற போது ஏற்கனவே கம்பத்திலிருந்து மீட்டர் வரை விண்ணப்பதாரரால் தானாகவே சர்வீஸ் ஓய ரிங் ஆகிய பணிகள் முடிக்கப்பட்டு இருந்ததால் அந்நிலையிலேயே மேற்கண்ட விண்ணப்பங்களுக்கான இரண்டு புதிய மின் இணைப்புகள் முறையே 261-016-4083 மற்றும் 261-016-4084, 03.09.2022 அன்று வழங்கப்பட்டதாகவும் எதிர்மனுதாரர் தெரிவித்துள்ளார்.

5.3 மேற்கண்ட இரண்டு மின் இணைப்புகளுக்காக கீழ் கண்டவாறு கட்டணம் செலுத்தப்பட்டுள்ளது.

<b>மின் இணைப்பு எண் : 261-016-4083 மின் பளு 10.4 KW</b>	
Registration cum Processing charge	- 100.00
CGST & SGST (9+9)	- 18.00
Meter Caution Deposit	- 2700.00
CC Deposit	- 6600.00

Development charges	-	11000.00
Service connection charges	-	750.00
<b>TOTAL</b>	-	<b>21168.00</b>
<b>மின் இணைப்பு எண் : 261-016-4084 மின் பளு 9.650 KW</b>		
Registration cum Processing charge	-	100.00
CGST & SGST (9+9)	-	18.00
Meter Caution Deposit	-	2700.00
CC Deposit	-	6000.00
Development charges	-	10000.00
Service connection charges	-	750.00
<b>TOTAL</b>	-	<b>19568.00</b>

5.4 மின் இணைப்புகளை பெற்று கொண்ட பிறகு மின் இணைப்பு வழங்குவதில் மின்சார சட்டம் 2003 பின்பற்றப்படவில்லை என்று தெரிவித்து மின் நுகர்வோர் குறைதீர்க்கும் மன்றம் திருச்சியில் 03.11.2022 அன்று மனுதாரர் முறையீடு செய்திருந்ததாக எதிர்மனுதாரர் தெரிவித்துள்ளார்.

5.5 புதிய மின் இணைப்பு வழங்க தமிழ்நாடு மின்சார ஒழுங்கு முறை ஆணைய விதிகளின்படி நிர்ணயிக்கப்பட்ட தொகை மட்டும் வ சூலிக்கப்பட்டு மின் இணைப்பு வழங்கப்பட்ட விபரம் மனுதாரருக்கு தெரிவிக்கப்பட்டதாக எதிர்மனுதாரர் தெரிவித்துள்ளார்.

5.6 அதனை தொடர்ந்து மின்சார சட்டம் 2003 பிரிவு 43ன் படி தனக்கு மின் இணைப்பு வழங்கப்படவில்லை என்றும் மின் கம்பம் முதல் மின் அளவி வரை வயரிங் பணிகளை மேற்கொள்ள ரூ 17172/- தான் செலவு செய்ததாகவும் அதற்கான ஆவணங்களை இணைத்து அத்தொகையினை தனக்கு வழங்க கோரியுள்ளதாக எதிர்மனுதாரர் தெரிவித்துள்ளார்.

5.7 மேற்படி மின் இணைப்புகளுக்கான வீட்டு ஓயரிங் பணிகளுடன் சேர்த்து கம்பம் வரை மனுதாரர் தானாகவே ஓயரிங் பணிகளை முடித்து 01.09.2022-ல் மீண்டும் சமர்ப்பித்ததின் அடிப்படையில் 03.09.2022-ல் மின் இணைப்பு வழங்கப்பட்டதாக எதிர்மனுதாரர் தெரிவித்துள்ளார்.

5.8 மீண்டும் மின் வாரியத்தின் கேபிளை கொண்டு சென்று மாற்ற நடவடிக்கை மேற்கொள்ளும் போது மனுதாரர் மேற்கண்ட பணிகளை மேற்கொள்ள ஆட்சேபனை தெரிவித்து மறுத்துவிட்டதாகவும், எனவே அவரால் அமைக்கப்பட்ட கேபிளை மாற்ற இயலவில்லை எனவும் எதிர்மனுதாரர் தெரிவித்துள்ளார்.

5.9 மனுதாரரே அவர்களுக்கு விருப்பமானவாறு செலவு செய்து மின் இணைப்பு பணிகளை மேற்கொண்டு புதிய மின் இணைப்பை பெற்றுவிட்டு மின்வாரியத்திடம் செலவு தொகையினை கோரும் நிலையில் மேற்கண்ட மின் இணைப்புகளுக்கு செலுத்தப்பட்டுள்ள தொகையில் சர்வீஸ் ஒயர்க்கான தொகை ஏதும் சேர்க்கப்படவில்லை எனவே மனுதாரர் கோரும் தொகையினை வழங்க மின்வாரிய விதிமுறைகளின் படி வழிவகை ஏதும் இல்லை என எதிர்மனுதாரர் தெரிவித்துள்ளார்.

## **6.0 Findings of the Electricity Ombudsman:**

6.1 I have heard the arguments of both the Appellant and the Respondent. Based on the arguments and the documents submitted by them, the following are the issues to be decided.

- i) What are the existing regulations regarding the recovery relating to service connection charges?
- ii) Whether the claim of the Appellant to refund the amount spent by him towards the service connection cable is tenable?

## **7.0 Findings on the first issue:**

7.1 The Appellant has stated that he had applied for two nos. service connections for his house on 12.08.2022. As told by the AE, he has procured the cable, other necessary supports and components and completed the wiring after which services were effected to his house. Now the Appellant has requested to reimburse the cost incurred by him towards completion of the work.

7.2 The Respondent has stated that the Appellant has paid only the charges pertaining to service connection charges and service cable charges were not included in the estimate. In this regard I would like to refer regulation 45 of Tamil Nadu Electricity Distribution Code which is given below.

**“45. (1) Service Connection Charges:** *Regarding the recovery relating to service connection charges:*

*(1) For connecting up an installation, the Licensee shall be entitled to charge the consumer the actual cost of materials upto meter board, labor, transport plus overhead charges.*

*(ii) Extension, improvement or alteration to service lines to meet any additional demand will be charged on the same basis. In each case, the consumer will be furnished with an estimate of the cost of the work and this amount is payable in advance. On completion of the work, a bill for the actual amount payable will be forwarded to the consumer and any difference shall be paid by the consumer or will be refunded by the Licensee as the case may be.*

*(iii) The estimate for service connection charges may also include the service connection charges any metering referred to in regulation 45(2). The licensee shall give due credit for the materials if any supplied by the consumers.*

*(2) Service connection charges for metering. The licensee is authorized to collect service connection charges for metering.”*

7.3 On a plain reading of the above, it is clear that the Respondent is entitled to collect the actual cost of the materials up to the meter board. The consumer has to be furnished with an estimate of the cost of the work and that amount is payable in advance by the consumer. Also the licensee shall give due credit for the materials, if any, supplied by the consumers.

## **8.0 Findings on the second issue:**

8.1 In the case on hand, the Appellant has stated that he has procured the materials upto the meter board as insisted by the respondent. But the respondent reputed that there was no such request and further argued that the Appellant had provided service connection wire by himself. In view of this, the same was not included in the advice slip and also no payment was received. On scrutiny of the documents submitted by the respondent towards payment made by the appellant, it is found that the said service connection wire charges were not included in the payment details. Only, the service connection charges were claimed. Hence, the argument of the respondent that the Service connection wire estimate charges were not claimed is found to be true. Therefore, the claim of the Appellant to refund the cost of the materials is not acceptable.

8.2 In respect of claim made for the mental agony by the appellant, I would like to refer regulation 7(11) of the Regulation for CGRF and Electricity Ombudsman, which is extracted below :

“7(1) xxx

xxx xxxx

xxxx xxx

*(11) In respect of grievances on non implementation of standards of performance of licensee on consumer service specified by the Commission under section 57(1) of the Electricity Act 2003, if the forum finds that there was default of the licensee, it shall only hold that the consumer is entitled to the compensation and shall state that the consumer if agreed can accept the compensation prescribed by the Commission in the relevant Regulations.*

xxx xxx

xxxx xxx ”

8.3 On a careful reading of the said regulation 7(11), it is noted that in respect of grievances on non implementation of the standards of performance of the licensee on the services specified by the Commission and if the forum finds that there was default of the licensee, the CGRF and Electricity Ombudsman can hold that the consumer is entitled to the compensation.

8.4 Further, the events and the compensation payable are specified in the table given under regulation 21 of the Distribution Standards of Performance Regulations. The compensation claimed for the mental agony in this case is not covered in the Regulation 21 of the DSOP. Hence, I am not issuing any order on the above prayer. Further, it is also noticed that there was no deficiency of the services by the respondent in the present case.

## **9.0 Observation:**

9.1 It is regretted to notice that the Appellant prayer was not heard by the CGRF of Trichy EDC/Metro, but the SE/Trichy EDC/Metro replied to the petitioner. Such practice shall be avoided in future and the conduct of CGRF should be strictly in



accordance with the Regulations for CGRF & Electricity Ombudsman, 2004. A guidelines in this regard has already been issued by the Hon'ble Commission.

## **10.0 Conclusion:**

10.1 As per my findings in para 8 above, the prayer of the appellant to refund the cost of materials supplied by him is not feasible of compliance and hence rejected.

10.2 With the above findings, the A.P.No.111 of 2022 is finally disposed of by the Electricity Ombudsman. No costs.

**(N. Kannan)**  
Electricity Ombudsman

“நுகர்வோர் இல்லையேல், நிறுவனம் இல்லை”  
“No Consumer, No Utility”

To

1. Thiru Satheesh Srinivasan,  
117, North Uthra Street,  
Srirangaam, Trichy – 620 006.

- By RPAD

2. The Executive Engineer/Srirangam,  
Trichy Electricity Distribution Circle/Metro,  
TANGEDCO,  
No.26 ,Srinivasachari street,  
Old JJ Kalyanamandapam,  
Srirangam-620 006.

3. The Superintending Engineer,  
Trichy Electricity Distribution Circle/Metro,  
TANGEDCO,  
Mannarpuram Main Road, Trichy-620 020.

– By email

4. The Chairman & Managing Director,  
TANGEDCO,  
NPKRR Maaligai, 144, Anna Salai, Chennai -600 002.

– By email

5. The Secretary,  
Tamil Nadu Electricity Regulatory Commission,  
4th Floor, SIDCO Corporate Office Building,  
Thiru-vi-ka Industrial Estate, Guindy, Chennai – 600 032.

– By email

6. The Assistant Director (Computer)  
Tamil Nadu Electricity Regulatory Commission,  
4th Floor, SIDCO Corporate Office Building,  
Thiru-vi-ka Industrial Estate, Guindy, Chennai – 600 032.

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