



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

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Before The Tamil Nadu Electricity Ombudsman, Chennai

Present : Thiru. N.Kannan, Electricity Ombudsman

A.P.No. 26 of 2024

Tmt. A Savariammal,
No.102-B, Church Road, Little Mount,
Chennai – 600 015.

. Appellant
(Rep. by Thiru A.Antony Robson)

Vs.

The Executive Engineer/O&M/Adyar,
Chennai Electricity Distribution Circle/South-II,
TANGEDCO,
110KV Tidel SS Complex,
Taramani, Chennai - 600 113.

. . . . Respondent
(Thiru A. Ramu, EE/Adyar)

Petition Received on: 22-04-2024

Date of hearing: 05-06-2024

Date of order: 18-06-2024

The Appeal Petition received on 22.04.2024, filed by Thiru A.Antony Robson, S/o. S.A. Arokiaswamy, authorized representative of Tmt. A Savariammal, No.102-B, Church Road, Little Mount, Chennai – 600 015 was registered as Appeal Petition No. 26 of 2024. The above appeal petition came up for hearing before the Electricity Ombudsman on 05.06.2024. 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 cancel the excess bill amount for Service Connection No.262-013-517 and adjust the amount collected from him.

2.0 Brief History of the case:

2.1 The Appellant has prayed to cancel the excess bill amount for Service Connection No.262-013-517 and adjust the amount collected from him.

2.2 The Respondent has stated that based on the Appellant's request his service connection 262-013-517 was reviewed and found his SC MRT shortfall amount has been raised towards meter defective.

2.3 Hence the Appellant has filed a petition with the CGRF of Chennai Electricity Distribution Circle/South-II on 11.07.2023.

2.4 The CGRF of Chennai Electricity Distribution Circle/South-II has issued an order dated 11.03.2024. Aggrieved over the order, the Appellant has preferred this appeal petition before the Electricity Ombudsman.

3.0 Orders of the CGRF :

3.1 The CGRF of Chennai Electricity Distribution Circle/South-II issued its order on 11.03.2024. The relevant portion of the order is extracted below: -

"Order:

The petitioner had requested for deletion of shortfall amount raised in the service connection number 262 013 517, for the defective period 2017, and claimed that there was no usage during shortfall period. The case hearing was conducted on 28.07.2023. Based on the Respondent's remarks and arguments, Order was issued on 16.12.23 directing the Respondent to adopt TNERC supply code 12(1) for the Errors in Billing.

The petitioner had approached the ELECTRICITY OMBUDSMAN, for appeal, based on the Honorable Ombudsman's instruction vide Lr.No.TNEO/F.Omb.Gen.C.No 26/D.No.95/2024 dated 22.01.24 with proper intimation to the petitioner and the Respondent, rehearing was conducted on 16.02.24.

The Respondent had stated that service connection stands in the name of A. Savariammal, service connection number 262 013 517, the meter was defective and same was replaced, during devolution of defective meter to MRT for testing it is found the meter had Final Reading of 2104 KWH. So MRT wing had raised the shortfall reading and an average MRT shortfall amount of Rs. 11,599/- has been auto generated for a shortfall of 1344 units, since the final reading as per MRT report on 15.01.2018 is 2104 kWh, whereas the final reading recorded in consumer ledger on 25.12.2017 is 760, the balance units to be billed was for 1344 units.

In this regard, MRT report and consumer ledger has been perused and found that 1344 units recorded in the meter was unbilled. Further, it is observed that the Respondent has submitted the revised calculation towards unbilled units for an amount of Rs. 11360/- which is in line with the tariff order and has been claimed as per TNERC supply code 12(1) Errors in Billing.

Therefore, the Respondent is instructed to collect the shortfall amount, after issuing proper notice to the petitioner

The compliance report shall be furnished to this forum within 10 days from the date of receipt of this order.”

4.0 Hearing held by the Electricity Ombudsman:

4.1 To enable the Appellant and the Respondent to put forth their arguments, a hearing was conducted in person on 05.06.2024.

4.2 On behalf of the Appellant Thiru A.Antony Robson attended the hearing and put forth his arguments.

4.3 The Respondent Thiru A.Ramu, EE/O&M/Adyar of Chennai Electricity Distribution Circle/South-II attended the hearing and put forth his arguments.

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

5.0 Arguments of the Appellant:

5.1 The Appellant has prayed to direct the Respondent to allow the petitioner/consumer to retest the disputed meter No.61261708 by following regulation in clause 11 of Rule 5 of the electricity (Rights of Consumer)Rule 2020.

He also prayed to punish the Respondent with fine amount for not following regulation in clause 7 of Rule 5 of the Electricity (Rights of Consumer) Rule 2020, when he sent meter No. 61261708 for MRT.

5.2 The Appellant has prayed to direct the Respondent to submit the detailed reason for keeping the meter No. 61261708 as their custody for more than 5 years without sending it to Meter Relay testing, even though meter was released on 25.12.2017 and to submit the detailed reason for not issuing show cause notice to recover arrears for electricity unbilled in the name of A.Savariammal the consumer of Bill No. 0926013517.

5.3 The Appellant has prayed to punish the Respondent for misguiding the CGRF forum by giving false report that meter No. 61231708 was sent to MRT and report was got on 15.01.2018. Computerized process detail for LT released meter records needed for MRT proof and to direct the Respondent to submit the warranty and guarantee period of L&T smart static meter No.61261708 and to calculate and issue the total number of electricity consumed in KWAH during the period of 17.06.2017 to 25.12.2017.

5.4 The Appellant has requested to direct the Respondent not to harass the petitioner by disconnecting the electricity supply for bill No.09262013517 until the pendency of case before this ombudsman forum. He requested to clarify the fact whether dull display in meter will show error in reading of units or not. He also wanted to clarify the fact whether dull display meter is a defective meter or not.

6.0 Arguments of the Respondent:

6.1 The Respondent has submitted that with reference to the CGRF petition number 1107231644110 dt. 11.07.2023, the petitioner has requested to delete the excess bill amount of Rs.12450/- charged in the month of May/2023 in the Service Connection No. 262-013-517.

6.2 The Respondent has reported that based on the petitioner's request, the Service Connection No. 262-013-517 was reviewed and found that the service

connection stands in the name of A. Savariammal and during devolution of meter to MRT for testing it is found that an average MRT shortfall of Rs. 11,599/- for the period 01/2018 has been raised by MRT vide slip no. 2622023533 on 24.03.2023 for defective meter in the above said service number.

6.3 The Respondent has further stated that the petitioner was intimated to attend the CGRF meeting conducted on 28.07.2023 to redress the grievance. During the hearing the petitioner had mentioned that, without prior notice the slip for MRT shortfall amount of Rs. 11,599/- had been raised in the Service Connection No. 262-013-517.

6.4 The Respondent has further reported that CGRF order was passed on 22.11.2023 to justify the fact on shortfall amount raised and to furnish the compliance report. Hence the slip was deleted and notice for the same was issued to the consumer by AE/O&M/Chinnamalai, dt. 09.01.2024 and acknowledgement for the notice issued was received from the petitioner on 10.01.24.

6.5 The Respondent has further stated that the deleted slip for MRT shortfall amount Rs 11,599/- was raised against the Service Connection No. 262-013-517 on 07.02.2024 vide slip no. 2622024121 after issuing proper notice to the consumer as said above. He further stated that the manual calculation after thorough inspection of all facts had been arrived as follows:

Auto generated MRT SHORTFALL SLIP NO 26220232450/08.09.2023-Rs.11599/-

Manual calculation:

As per MRT Report Unit: 2104
As per assessment Unit: 760
Balance Units: 1344

Tariff Code: LM51
Contracted Load: KW
Max. Demand Recorded: KW
Date : 15-01-2018

S.No.	From	To	Units	Rate	Amount (Rs)
1	1	1344	1344	8.05	10819.2

Peak Hour Charges	0
Total CC Charges	10819.2
Fixed Charge	0
Electricity Tax – (10819.2+0)*5%	540.96
Total Bill Amount in Rs	11360

6.6 The Respondent has further stated that after thorough inspection, manual calculation of the above report was submitted to the Chairman / CGRF, CEDC/South-II. Based on the report, CGRF Order was passed on 11.03.2024 to collect the shortfall amount after issuing proper notice to the petitioner. He further stated that based on the CGRF order dt 11.03.2024, notice was issued as 15 days notice to the petitioner on 18.03.2024 by AE/O&M/Chinnamalai.

6.7 The Respondent has further stated that with reference to the Appeal petition No.26 of 2024 represented by Thiru.A. Antony Robson, the detailed report for the allegations made by the petitioner is presented as follows:

- 1) The disputed meter Sl. No.61261708 could not be re-tested as the meter has been already devoluted to the store as scrap on 23.03.2023 as per the record.
- 2) The defective meter with SL.No.61261708 was sent to MRT for testing before devolution to store on 23.03.2023.
- 3) The defective meters which were kept idle at the section custody for a long period was inspected and taken up for testing to MRT before devolution.
- 4) After testing the defective meter for the SL.No.61261708 in the SC. No 09-262-013-517 by MRT Lab, the unbilled units were entered by MRT and slip for the shortfall amount was auto-generated in the SC. No. 202-013-517 in the LT billing software. The above procedure is being followed by MRT for all defective meters. As per the petitioners demand, the details for the unbilled units generated was collected from MRT wing and after verification, the auto-generated slip was deleted and notice was issued to the petitioner on 10.01.2024

5) No false report was given and misguided the CGRF forum. All facts along with MRT report were explained to CGRF on 21.11.2023 via email before passing order. The details of defective meter is as follows.

Consumer No.	Meter No.	Released on	P.O. number P	P.O. Date	Meter Status	Is recorded FR available	F.R. Date	FR(KVAH)	KVAH Dial completion	FR(KVAH)	KVAH Dial completion	FR Max Demand Reading	EE Approval No	Meter Devoluted as	MRT Test Date	Test approval Date	Devolution No.	Devolution Date
262013517	61261708	25.12.2017	41	28.10.2015	Dull Display	No	25.12.2017	2104	No	0	No	0		SCRAP (Beyond Guarantee period)	23.03.2023	23.03.2023	2624018	23.03.2023

6) During testing of the said defective meter, the meter was found beyond Guarantee period.

7) The units consumed in the SC NO 262-013-517 from 17.06.2017 to 25.12.2017 is 2104 KWH as per MRT report.

8) The current consumption charges raised bimonthly on regular basis has to be paid by the petitioner on time. The case is no way related to the routine assessment billing.

9) MRT testing and download report of the defective dull display meter units can be downloaded and viewed, unless the chip in the serial port is not corrupted.

10) The dull display meter would be declared as defective only by MRT Lab after testing.

6.8 In this regard, from the LT billing computerized consumer ledger the following position emerges:

a) For the month of March 2017 and May 2017, the bimonthly consumption of energy was 334 and 430 units respectively.

b) For non-payment of May 2017 bill, the service connection was disconnected on 16.06.2017.

c) Obviously, due to dull display, the official who released the defective meter as in a healthy meter on 12.03.2018 may have entered the earlier available reading in the ledger as 760 units (which was the reading taken on 18.05.2017).

- d) Hence it could be presumed that the electricity was in utilization in the premises between 16.06.2017 (the date of disconnection) and 12.03.2018 (the date of changing the dull display meter).
- e) The MRT, which has facilities and competence to analyze the meter, has identified the exact reading as 2104 KWH and found the differential units to be billed as 1344 units (ie, 2104 units-760 units).
- f) Finally, the demand raised based on MRT ascertained reading is correct and the consumer is liable to pay the same.

6.9 The Respondent has further stated that the final reading recorded in the consumer ledger for the assessment month 05/2017 is 760 KWH. After which the service is marked as Disconnection..... (DC Type.....// Purpose: NON-PAYMENT//DC Type: ARIAL) in the consumer ledger due to non payment of CC bill. Although the disconnection type was entered as Arial, on review and inspection of the site, it is found that the service network in the Church road and nearby areas are already serviced through Underground cable system. Since the service is already under UG system, the disconnection could not be an Arial DC. Also the service connection No. 262-013-517 could have been under live and supply could have been utilized during the said disconnected period. Few service connections which were serviced through UG cable system from Mini pillars in that locality is mentioned here as follows:

1. 262-013-693
2. 262-013-694
3. 262-013-588
4. 262-013-260

The Service Connection No 262-013-517 in the name of Tmy.Savariammal was also serviced under UG cable system.

6.10 The Respondent stated that it could be presumed that the electricity was in utilization in the premises from 15.05.2017 to 25.12.2017 even during the said disconnected period (16.06.2017 to 24.11.2017). As it is already stated that the MRT found Final Reading as 2104 KWH, the difference in the unit of 1344 (2104 KWH-760KWH) could have been utilized in 3 bi-monthly periods (07/2017, 09/2017,

11/2017) and till the meter change date 25.12 2017. The consumption pattern for the month of March 2017 and May 2017 was 334 units and 430 units respectively. Hence, the units recorded as 1344 units (2104 KWH-760 KWH) could have been utilized as averagely 400 units bimonthly in the above said period. Finally he stated that the demand raised based on MRT ascertained reading is correct and the consumer is liable to pay the bill for the consumed units.

7.0 Rejoinder filed by the Appellant:

7.1 The petitioner A.Antony Robson, S/o.S.A.Arokiaswamy, aged about 32 years, advocate by profession, representing Mrs.A.Savariammal W/o.S.A.Arokiaswamy, stated that they are residing at No.102-B, Church Road, Little Mount, Chennai 600015, and hereby solemnly affirm and sincerely state as follows:-

1. The Petitioner was well acquainted with the facts of the present case.
2. He stated that, his mother is the electricity consumer of TANGEDCO and her Service Connection No.262-013-517. On 25/12/2017 the Respondent removed the Electricity Meter No.61261708 from their house and made an entry in the consumer ledger that the End meter reading as 760 units and the meter was changed with reason "Normal". The P.O. number for the meter is 41 and the P.O. date is 28/10/2015.
3. He stated that the Electricity Meter No.61261708, was sent to MRT on 23/03/2023. On the very same date the meter was sent for Devolution on the grounds of SCRAP (Beyond guarantee period).
4. The Electricity meter No.61261708 guarantee and warranty period was not answered by the Respondent with specific date even though they had raised a question on that point in question No.6 of his annexure. This forum has already directed the Respondent to give paragraph wise reply to his questions in Annexure of main petition.

5. In general the L&T Smart Static Meter warranty and guarantee period was only 1 year. The Respondent never gave proper answers for his questions.

6. On 21/01/2017 only the L&T Smart Static Meter No.61261708 was installed in their house premises after expiry of warranty and guarantee period for the same meter No.61261708, because the P.O date of meter is 28/10/2015. The Respondent does not have any evidence for the proper custody of the Meter No.61261708 for the period from 25/12/2017 to 23/03/2023.

7. The rules mentioned in Electricity Rights of Consumer Rules 2020 were not followed by the Respondent for meter testing.

8. The Respondent in order to hide the true reading and status of the meter No.61261708 he had given consent for devolution of the meter on the very same day after MRT test on 23/03/2023, the devolution date for same meter is 23/03/2023.

9. The Respondent has violated the consumer rights to re-test the Meter No.61261708, because the MRT test date is 23/03/2023 and Devolution date is 23/03/2023.

10. The Respondent has misused his higher position and power in the Electricity department and made a false entry in the ledger for collecting illegal money from the consumer.

11. The Meter No.61261708 was in good working condition with dull display on the date of MRT test as per the Respondent counter, therefore there are chances for previous usage of the same meter between the time period of 26/12/2017 and 23/03/2023.

12. The Respondent has submitted an additional counter affidavit with baseless ground without any supporting documents and the same was false information purely based on his exaggeration.

13. The Petitioner stated that on 25/12/2017 the disputed meter was released with 760 units reading under the caption of normal meter status. After 5 years later the meter was tested with 2104 units has MRT test report. The meter only had dull display problem so the 760 units was correct reading and subsequent reading of MRT is highly suspicious. The petitioner already paid the electricity bill for 760 units and the same was admitted by Respondent.

14. The Petitioner is a law abiding citizen and there is no chance of malpractice on her side. The Respondent is doing administration work without any transparency and he is not following the rules of Electricity rights of consumer rules 2020. Therefore, he requested this Respective Tamil Nadu Electricity Ombudsman to delete the MRT due amount for Service Connection No.262-013-517 and adjust the amount collected from petitioner for appeal Rs.2840, in the subsequent electricity bill amount, and pass such other orders basing on the facts and circumstance of the case and thus render justice.

8.0 Findings of the Electricity Ombudsman:

8.1 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.

Should the Appellant's claim regarding the short levy imposed on his service connection in May 2023, for the disputed consumption of 2104 units, based on the MRT report due to a meter change made on his service on December 25, 2017, be disallowed?

8.2 The Appellant stated that his mother is the electricity consumer of TANGEDCO, with Service Connection No. 262-013-517. On 25/12/2017, the

Respondent removed the Electricity Meter No. 61261708 from their house and recorded an end meter reading of 760 units in the consumer ledger. The reason provided for the meter change was marked as 'Normal'. The purchase order (P.O.) number for the meter is 41, with a P.O. date of 28/10/2015. The Respondent lacks evidence of proper custody of Meter No.61261708 during the period from 25/12/2017 to 23/03/2023.

8.3 The Appellant asserts that on 25/12/2017, the disputed meter displayed a reading of 760 units under the status of 'normal meter.' Five years later, the meter was tested, revealing a reading of 2104 units in the MRT test report. The Appellant contends that the initial reading of 760 units was accurate, attributing the discrepancy in readings to a mere dull display problem with the meter. Furthermore, the Appellant emphasizes that they have already paid the electricity bill for the 760 units, a fact acknowledged by the Respondent. Therefore, the Appellant finds the subsequent MRT reading highly suspicious.

8.4 The Appellant also stated that Electricity Meter No. 61261708 was sent to MRT on 23/03/2023. On the very same date, the meter was sent for devolution on the grounds of being scrap (beyond the guarantee period). Therefore, he requested the Tamil Nadu Electricity Ombudsman to delete the MRT due amount for Service Connection No. 262-013-517 and adjust the amount collected from the petitioner for the appeal, Rs. 2840, in the subsequent electricity bill.

8.5 The Respondent stated that the Appellant had requested deletion of the excess bill amount of Rs.12,450/- charged in May 2023 for Service Connection No. 262-013-517. The Respondent also stated that during the devolution of the meter to MRT for testing, it was found that an average MRT shortfall of Rs.11,599/- for the period of January 2018 was raised by MRT via slip no. 2622023533 on 24/03/2023 due to a defective meter in the aforementioned service connection. He further reported that a CGRF order was passed on 22/11/2023 to justify the shortfall amount raised and to furnish the compliance report. Consequently, the slip was deleted and a notice regarding the same was issued to the consumer by

AE/O&M/Chinnamalai on 09/01/2024. The petitioner acknowledged receipt of the notice on 10/01/2024.

8.6 He further stated that the deleted slip for the MRT shortfall amount of Rs. 11,599/- was raised against Service Connection No. 262-013-517 on 07/02/2024 via slip no. 2622024121, after issuing proper notice to the consumer as mentioned above. He further stated that the manual calculation, after a thorough inspection of all facts, had been determined as follows:

Auto generated MRT SHORTFALL SLIP No.26220232450/08.09.2023-Rs.11599/-

Manual calculation:

As per MRT Report Unit: 2104
As per assessment Unit: 760
Balance Units : 1344
Tariff : LM51

S.No.	From	To	Units	Rate	Amount (Rs)
1	1	1344	1344	8.05	10819.2
Peak Hour Charges					0
Total CC Charges					10819.2
Fixed Charge					0
Electricity Tax – (10819.2+0)*5%					540.96
Total Bill Amount in Rs					11360

8.7 The Respondent stated that the MRT lab tested the defective meter on 23/03/2023 before devolution to the store. MRT identified the exact final reading as 2104 KWH and found the differential units to be billed as 1344 units (i.e., 2104 units - 760 units). He further stated that with reference to the consumer ledger of Tmy.Savariammal in Service Connection No. 262-013-517, the service connection was disconnected on 16/06/2017 for non-payment of 05/2017 bill.

8.8 He further reported that the final reading recorded in the consumer ledger for the assessment month of 05/2017 was 760 KWH. After this, the service was marked as "Disconnection" with the type noted as "Ariah" in the ledger due to non-payment of the CC bill. Although the disconnection type was entered as "Ariah," upon review and inspection of the site, it was found that the service network on Church Road and nearby areas is already serviced through an underground cable (UG) system. Since

the service is already under the UG system, the disconnection could not be an Aerial disconnection. Additionally, Service Connection No. 262-013-517 could have remained live and could have been utilized during the said disconnected period. Further, the Respondent furnished some service connections details serviced through the UG cable system from mini pillars in that locality.

8.9 The Service Connection No. 262-013-517 in the name of Tmy.Savariammal was also serviced under the UG cable system. Hence, it can be presumed that electricity was utilized on the premises from 15/05/2017 to 25/12/2017, even during the said disconnected period (16/06/2017 to 24/11/2017). As previously stated, the MRT found the final reading to be 2104 KWH, indicating a difference of 1344 units (2104 KWH - 760 KWH) that could have been utilized over three bi-monthly periods (07/2017, 09/2017, 11/2017) and until the meter change date of 25/12/2017. The consumption pattern for March 2017 and May 2017 was 334 units and 430 units, respectively. Hence, the 1344 units recorded (2104 KWH - 760 KWH) could have been utilized as an average of approximately 400 units bi-monthly during the aforementioned period. Finally, he stated that the demand raised based on the MRT ascertained reading is correct and the consumer is liable to pay the bill for the consumed units.

8.10 Before deciding the issue, it is necessary to address the Appellant's argument regarding the guarantee and warranty period of the meter removed from service on 25/12/2017. The Respondent mentioned that the meter was within the guarantee period. However, whether the meter was under guarantee or not is not a significant concern for the Appellant. This issue primarily concerns the manufacturer and the licensee, who may decide to take necessary action if there are any performance problems with the supplied meter. A meter can remain in service for its designated life period or longer, as long as its performance remains satisfactory. Hence, the issue raised by the Appellant regarding the guarantee period is not related to the shortfall levy raised by the Respondent.

8.11 Further, I would like to analyze the consumer ledger details elaborately to make sense of the reality of the issue. The Appellant availed a service connection

for a shop under a commercial tariff, and the meter in service was changed three times over a short period: on 22/10/2016 due to sluggishness, on 14/01/2017 due to forward creeping, and again on 25/12/2017 under normal circumstances. The third meter change on 25/12/2017 occurred on the day of reconnection, following a disconnection on 16/06/2017 for non-payment of current consumption charges for the billing month of May 2017. The service was noted as disconnected on 16/06/2017 under "Aerial DC" type.

8.12 The consumer reconnected the service only on 25/12/2017, following the aerial disconnection on 16/06/2017. The frequent meter changes within a short period, the disconnection noted on 16/06/2017 as 'Aerial', and the consumer's shop being without power supply from 16/06/2017 to 25/12/2017 are critical points to be considered for the said issue.

8.13 During the hearing, the Respondent confirmed that the area where the consumer's shop was provided with an electricity service connection and others are fed by an underground (UG) cable system. The disconnection of the consumer's shop on 16/06/2017 for non-payment of current consumption charges under the "Aerial" type is difficult to reconcile with the presence of an overhead line. The Appellant must accept that his service was under the UG cable system. Therefore, these points, including the frequent meter changes, the nature of the disconnection, and the type of electrical service system in place, are crucial to ponder before making a decision.

8.14 The next question asked to the Appellant during the hearing was how his shop was without power supply for 162 days during the disconnected period from 16/06/2017 to 25/12/2017. The Appellant did not respond to this question and was specifically asked to substantiate whether his shop remained closed for the entire period. The Appellant did not provide any proof that his shop remained closed and did not report the conditions of their shop during the disconnected period.

8.15 During the hearing, the Respondent stated that necessary action would be initiated against the then staff who had recorded the disconnection type as "Aerial"

and changed the meter under normal conditions. The Respondent argued that electricity was being utilized on the premises from 15/05/2017 to 25/12/2017, even during the disconnected period from 16/06/2017 to 25/12/2017. Under these circumstances, recommending departmental action against the erring staff is not within the purview of the Electricity Ombudsman. However, the issue to be decided is whether the Appellant is liable to pay the bill for the consumed units during the period from 16/06/2017 to 25/12/2017, despite the service being disconnected during that time.

8.16 The argument put forth by the Appellant is that Meter No. 61261708 was in good working condition with a dull display on the date of the MRT test, as per the Respondent's counter. Therefore, there are chances for previous usage of the same meter between the time period of 26/12/2017 and 23/03/2023. However, the Respondent argued that the released meters, including the Appellant's meter, which were kept at the section office, would be sent to MRT for testing before devolution to stores. This process is to determine whether the reasons attributed by the licensee field staff on the entry of the consumer ledger card were correct or not.

8.17 Therefore, the issue at hand is whether the meter in question was indeed in use during the period mentioned and whether its condition warranted any adjustments or considerations regarding the bill for the consumed units. The decision will depend on the evidence presented regarding the meter's condition and usage history during the specified timeframe.

8.18 I have also decided in many appeals that the Meter Relay Testing wing of the licensee is the sole technical authority whose report serves as evidence for determining issues related to meters, such as whether a meter is in good condition or defective, if it records partial or display failure, or if it is possible to download internal memory recording details. Therefore, I find the Respondent's version of the testing report from the MRT acceptable for further decisions in this matter.

8.19 In the above paragraph, the Appellant did not deny the Respondent's version, based on the Meter Relay Testing (MRT) report that the meter was in good condition

but with a dull display. However, the Appellant argued that the meter could have been used elsewhere by the Respondent, which is why the end reading of the MRT is 2104 units. The Respondent strongly refuted these arguments, stating that a meter cannot be provided to any service connection without following the proper withdrawal source procedure. The released meter of the Appellant was kept idle at the section office before being routed through the MRT for the next course of action.

8.20 The argument of the Respondent that the released meter in service was not used between the period of its release from the Appellant's service is acceptable to me since released meter cannot be put into any other service without testing and routing thro MRT. Having found that the meter under dispute remained in the Appellant's premises between 16/06/2017 and 25/12/2017 after disconnection, it is evident that electricity might have been utilized for the Appellant's shop. This utilization would have been recorded in the meter, as indicated by the consumer ledger report stating that the meter was released under normal status on 25/12/2017.

8.21 The next issue to address is the consumption for the 162 days, spanning from the disconnection date to the reconnection date of 16/06/2017 to 25/12/2017, in the Appellant's service connection. As I have previously emphasized the significance of the meter report as a technical document, below is the report of the meter on the testing date:

Consumer No.	Meter No.	Released on	P.O. number P	P.O. Date	Meter Status	Is recorded FR available	F.R. Date	FR(KVAH)	KVAH Dial completion	FR(KVAH)	KVAH Dial completion	FR Max Demand Reading	EE Approval No	Meter Devoluted as	MRT Test Date	Test approval Date	Devolution No.	Devolution Date
262013517	61261708	25.12.2017	41	28.10.2015	Dull Display	No	25.12.2017	2104	No	0	No	0		SCRAP (Beyond Guarantee period)	23.03.2023	23.03.2023	2624018	23.03.2023

In this context, I would refer to the Evidence act 1872 section 35 which is discussed below.

“35. Relevancy of entry in public record or an electronic record made in performance of duty. An entry in any public or other official book, register or record or an electronic record stating a fact in issue or relevant fact and made by a public servant in the discharge of his official duty or by any other person in performance of a duty specially enjoined by law of the country in which such book, register or record or an electronic record is kept is a relevant fact.”

8.22 According to the above, any register or record is evidence under the law of the country. The MRT wing of the Licensee is the unit that will decide the status of the meter after conducting a test. Hence as per the Evidence Act, the MRT report reveals that the consumer utilized electricity during the month of 16.06.2017 to 25.12.2017. Therefore, the final recorded consumption reading at the time of reconnection was 2104 KWH on 25/12/2017. The end reading for the billing period of May 2017 was 760 KWH. Hence, the consumption for the period between reconnection and disconnection will be the difference between 2104 KWH and 760 KWH, which is 1344 units. This calculation is found to be correct.

8.23 The next issue the Appellant argued that there was delay for five years in claiming arrears which is not as per sec 56 (1) (2) (3) so the claim made by the Respondent is barred by limitation. Before to decide the said issue I would like to refer the Regulation 12 of Tamilnadu Electricity Supply Code which is reproduced as follows:

“12. Errors in billing

(1) In the event of any clerical errors or mistakes in the amount levied, demanded or charged by the Licensee, the Licensee will have the right to demand an additional amount in case of undercharging and the consumer will have the right to get refund of the excess amount in the case of overcharging.

(2) Where it is found that the consumer has been over-charged, the excess amount paid by such consumer shall be computed from the date on which the excess amount was paid. Such excess amount with interest may be paid by cheque in the month subsequent to the detection of excess recovery or may be adjusted in the future current consumption bills upto two assessments at the option of the consumer. The sum which remains to be recovered after two assessments any be paid by cheque. Interest shall be upto the date of last payment.

(3) Wherever the Licensees receive complaints from consumers that there is error in billing, etc. the Licensee shall resolve such disputes regarding quantum of commercial transaction involved within the due date for payment, provided the complaint is lodged three days prior to the due date for payment. Such of those complaints received during the last three days period shall be resolved before the

next billing along with refunds / adjustments if any. However, the consumer shall not, on the plea of incorrectness of the charges, withhold any portion of the charges."

8.24 It is clear from the foregoing paras that, in the event of any clerical errors or mistakes in the amount levied, demanded or charged by the Licensee, they are entitled to demand an additional payment if they undercharge, and the consumer is entitled to a refund if they overcharge. Now the issue of the applicability of the law of limitations, on the claim made by the Respondent needs to be addressed.

8.25 The Appellant has stated that the claim made by the Respondent is confront with the Sec 56 (2) of Electricity Act 2003 contemplate "no sum due from any person under this section shall be recoverable after a period of two years from the date when such sum became first due. This clause provides that no sum due from any person under this section shall be recoverable after a period of two years from the date when such sum becomes first due. In the present case according to Respondent first due is on 24.03.2023.

8.26 I would like to refer to the applicability of Section 56(2) of the Electricity Act 2003, for limitation. In this regard, the judgment dt.14.11.2006 of Appellate Tribunal for Electricity in appeal Nos. 202 and 203 of 2005 is relevant. Therefore, the relevant para is reproduced below.

"Thus, in our opinion, The liability to pay electricity charges is created on the date electricity is consumed or the date the meter reading is recorded or the date meter is found defective or the date theft of electricity detected but the charges would become first due for payment only after a bill or demand notice for payment is sent by the license to the consumer. The date of the bill/demand notice for payment, therefore, shall be the date when the amount shall become due and it is from that date of the period of limitation of 2 years as provided in section 56(2) of the electricity act, 2003 shall start running in the instant case, the meter was tested on 03.03.2003, and it was already found that the meter was recording energy consumption less than the actual by 27.63% joined inspection report was signed by the consumer and the license and thereafter, the defective meter was replaced on 05.03.2003. The revised notice of demand was raised for a sum of rs.4,28,0341/-on 19.03.2005 though the liability may have been created on 03.03.2003, when the error is recording of consumption was detected the amount became payable only on19.03.2005, the day when the notice of demand was raised. Time period of two years, prescribed by section 56(2), for recovery of the amount started running only

on 19.03.2005.thus the first Respondent cannot plead that the period of limitation for recovery of the amount has expired.”

8.27 From the above, it is clear that, even though the liability to pay energy charges is created on the day the electricity is consumed, the charge would become first due only after a bill or the demand notice is served. Therefore, the limitation in the present case also shall run from the date of demand notice. Further any demand involving short levy, incorrect billing, wrong application of the multiplying factor, audit objection etc, made after two years is a supplementary bill towards the energy unbilled. There is no bar in the said act to raise a supplementary bill. In that case, the bar /limitation under section 56(2) of said act will be attracted on expiry of the time mentioned in such demand notice.

8.28 Under this circumstances, I would like to find when the first due was raised and whether it was continuously shown beyond two years period. Hence, I would like to refer to specific paragraphs from the past ruling.

"In the judgment dated 31.03.1987 (HD. Shourie vs. Municipal corporation of Delhi), among other things, the word 'due' appearing in section 24 of LE Act 1910 had been considered by the Court and it was held that the word "due' in the context(of section 24 of the IE Act.1910) must mean due and payable after a valid bill has been sent to the consumer and that even though the liability to pay may arise when the electricity is consumed by the petitioner, nevertheless it becomes due and payable only when the liability is quantified and a bill is raised”.

The aforesaid interpretation was upheld in the appeal and followed by in other cases referred to above, in the decision rendered in M/s. Jingle Bell Amusement Park (P) Ltd Vs. North Delhi Power Ltd., and M/s. Rototex Polyester and another vs. Administration of Dadra & Nagar Haveli (UT) Electricity Department, the scope of section 56(2) of the Electricity Act, 2003 has been considered and held that the bar of limitation cannot be raised by the consumer and further held that the revised bill amount would become due when the revised bill is raised and section 56(2) of the said Act would not come in the way of recovery of the amount under the revised bills.

From the above, it is evident that any demand involving a short levy, incorrect billing, wrong application of the multiplying factor, Audit Objection, etc, made after two years is a supplementary bill towards the energy unbilled. There is no bar in the said Act to raise a supplementary bill. In that case, the bar/limitation under section 56(2) of the said act will be attracted on expiry of the time mentioned in such demand notice, since on the date the amount first became due unless the amount so demanded in such supplementary bill is shown continuously as recoverable as arrears of charges for electricity supplied by the Licensee. Further, such demand seeking payment for a

back period shall be properly/appropriately worded to indicate that it is a supplementary bill raised for the first time.”

8.29 It is evident from the aforementioned provision that the Licensee holds the authority to demand an additional amount in the case of undercharging caused by any clerical mistake or error in the amount levied, demanded or charged. The limitation period commences from the date of the demand notice and is continuously shown as the fact of the claim.

8.30 Upon examination of the documents submitted, it is established that the Respondent issued the first short levy notice to the Appellant's service connection on 24.03.2023, demanding a shortfall amount of Rs.11,599/- which is well within the period of two years. Aggrieved over this the Appellant made a prayer before CGRF on 11.07.2023 and the short levy raised by the Respondent was conferred by the CGRF on 11.03.2024.

8.31 Based on the established facts above, it is evident that there was a continuous claim of short levy by the Respondent for the period from 16.06.2017 to 25.12.2017, which was first raised on 24.03.2023 which is recoverable as arrears and runs continuously. Therefore, the Appellant's argument that the Respondent's claim for demand charges is barred under the limitation period found to have no merit and is rejected.

9.0 Conclusion:

9.1 In conclusion, the Meter Relay Testing (MRT) report provides crucial evidence affirming the meter's final reading from the Appellant's service connection 262-013-517, the consumption readings clearly indicate that electricity was utilized during the period between disconnection and reconnection by the Appellant. The consumption during this timeframe, totalling 1344 units, as derived from the difference between the final recorded reading at reconnection and the end reading for the above period, establishes the Appellant's responsibility to pay for the consumed units. Therefore, it is evident that the Appellant is liable for the

corresponding bill, as supported by the technical analysis and consumption data presented in this case.

9.2 Accordingly, the Respondent is instructed to collect the amount along with other dues if any after adjusting the 25% already deposited by the Appellant.

9.3 With the above findings A.P.No.26 of 2024 is finally disposed of by the Electricity Ombudsman. No Costs.

(N. Kannan)
Electricity Ombudsman

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

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