

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

4th 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 Web site : www.tnerc.gov.in

Before The Tamil Nadu Electricity Ombudsman, Chennai

Present : Thiru. N.Kannan, Electricity Ombudsman

A.P.No. 61 of 2024

M/s. Amrit Breeder Farms Pvt. Ltd.,
“Gopal Bhavan”, Site No.3, Prasiddhi Nagar,
Palappampatti, S.V.Mill (P.O), Udumalpet – 642 128

. Appellant
(Thiru S.Rajendran)

Vs.

The Executive Engineer/O&M/Palani,
Dindigul Electricity Distribution Circle,
TANGEDCO,
TNEB Campus Railway Feeder, Palani – 624 601.

. . . . Respondent
(Thiru K.T.Chandrasekaran, EE/O&M/Palani)

Petition Received on: 21-08-2024

Date of hearing: 08-10-2024

Date of order: 15-10-2024

The Appeal Petition received on 21.08.2024, filed by M/s. Amrit Breeder Farms Pvt. Ltd., “Gopal Bhavan”, Site No.3, Prasiddhi Nagar, Palappampatti, S.V.Mill (P.O), Udumalpet – 642 128 was registered as Appeal Petition No. 61 of 2024. The above appeal petition came up for hearing before the Electricity Ombudsman on 08.10.2024. 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 CC arrear amount towards meter defective in SC No. 347-008-682.

2.0 Brief History of the case:

2.1 The Appellant has requested to cancel the audit amount Rs.2,75,494/- raised towards meter defective.

2.2 The Respondent has stated that the audit slip was raised towards claiming of average for meter defective period 11/2022 & 12/2022.

2.3 Hence the Appellant has filed a petition with the CGRF of Dindigul EDC on 31.05.2024 requesting to cancel the audit slip.

2.4 The CGRF of Dindigul EDC has issued an order dated 29.07.2024. 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 Dindigul Electricity Distribution Circle issued its order on 29.07.2024. The relevant portion of the order is extracted below: -

“Order:

"பத்தி 7.0-ல் உள்ள தீர்வின்படி 11/2022 ம்தம்முதல் 12/2022 வரையிலான மின் அளவி பழுதான காலத்திற்கு, மின்வழங்கள் விதி 11(5)-ன்படி 03/2022 முதல் 06/2022 வரை உள்ள மாதங்களின் பயணீட்டளவை கொண்டு சராசரி கணக்கிட்டு மனுதாரரிடமிருந்து வசூல் செய்யுமாறு செயற்பொறியாளர்/இ&கா பழுனி அவர்களுக்கு ஆணையிட்டு மனு எண். 16/2024 இம்மன்றத்தால்தள்ளப்படி செய்யப்படுகிறது."

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 on 08.10.2024 through video conferencing.

4.2 The Appellant Thiru S.Rajendran attended the hearing and put forth his arguments.

4.3 The Respondent Thiru K.T.Chandrasekaran, EE/O&M/Palani, Dindigul Electricity Distribution Circle 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 cancel the CC arrears demand paid by him for an amount of Rs.2,75,494/- due to meter defective. But he argued that during the meter defective period his firm was not operative. Further during the hearing the appellant has stated that he had intimated the non operational period to the respondent and his business though earlier claimed as seasonal but it is actually on usage based. Hence during the non operational period may be considered and requested to cancel the CC arrear amount of Rs. Rs.2,75,494/-.

6.0 Arguments of the Respondent:

6.1 The Respondent has submitted that the LTCT SC.NO.289-005-654 with Sanctioned load of 110 KW was effected in the name of M/S.Amrit Breeder farms PVT Ltd, S.F.No.282, Muthunaickenpatty Village, Palani on 02.2.2019.

6.2 The Respondent has submitted that during the monthly assessment on 26.11.2022 the LTCT meter fixed in the SC.No.289-005-654 was found defective.13838 units was taken as average units as per the auto Billing generated by software and billed accordingly. The consumer also paid the amount in due date. The defective

meter was replaced by healthy one on 28.12.2022.

6.3 The Respondent has submitted that during the periodical Audit by Audit Branch, Trichy Region raised an Audit Slip.No.17/01.12.2023 for Rs.275494/- as a difference amount for the meter defective period towards non-adoption of average for the meter defective period i.e., 11/2022 & 12/2022 by adopting Supply Code 11(5) of TNERC Regulation.

6.4 The Respondent has submitted that necessary notice was issued to the consumer by AE/Keeranur Section vide க.எண். உ.மி.பொ/கீரனூர்/வ.ஆ/கோ.கட்டு/அ.எண் 103/24 நாள் 28.05.2024, to pay the audit shortfall amount of Rs.275494/- and the same was acknowledged by the applicant's representative on 31.05.2024. The consumer also paid the above said Audit amount through online on 12.06.2024 without any Objection.

6.5 The Respondent has stated that the Consumer registered petition in CGRF/Dindigul on 31.05.2024 stating that "we have not consuming EB Units during the period due to Non-Operation of our Unit". But the consumer has not send any intimation in writing to TNPDC offices Viz, Section, Sub-division and Division. AE/Keeranur has informed vide க.எண். உ.மி.பொ/கீரனூர்/வ.ஆ/ கோ.கட்டு/அ.எண் 110/24 நாள் 24.06.2024, stating that no letter was received from the consumer regarding low usage of Electricity - during the said period of 11/2022 and 12/2022.

6.6 The Respondent has submitted that during the CGRF hearing on 27.06.2024 the consumer represented that during the meter defective period there is no activity in the farm. Since it is seasonal and requested to cancel the said audit amount. But the consumer has not produced any valid documents/Proofs for Non-Operation or low consumption in CGRF hearing also. The AEE/ MRT/ Metering Dindigul in his letter No. AEE/ MRT/ Dindigul/ F.M.A.KNR/D067/ 23,Dt.09 .01.2023 stated that the released meter data could not be down loaded through CMRI since meter display absent.

6.7 The Respondent has submitted that CGRF Order as follows;
MRT பிரிவு CMRI Data பதிவிறக்கம் செய்து (Display failure) சமர்ப்பிக்காத நேர்வில், மின் நுகர்வோர் பேரேட்டின் பதிவுகளை அடிப்படையாக கொண்டு தாள் மின் அளவி பழுதான காலம் நிர்ணயம் செய்யவேண்டும். மின் அளவி 28.12.2022 அன்று பொருத்தப்பட்டுள்ளதால் 11/2022 மாதம் முதல் 12/2022

வரை மின் அளவி பழுதான காலமென தீர்வு செய்யப்படுகிறது. மேற்கண்ட மின் அளவி பழுதான காலங்களில் தொழிற்சாலை இயங்கிய நேரங்கள் அடங்கிய ஆவணங்கள் ஏதும் மனுதாரர் சமர்ப்பிக்காத நிலையில் மின் வழங்கல் விதி 11(5)-ன் படி கணக்கிட வேண்டும்.

மின் வழங்கல் விதி 11(5) கீழே கொடுக்கப்பட்டுள்ளது.

கருதப்பட்ட கால இடைவெளிகளில் மின்சாரப் பயன்பாட்டுத்தன்மை வேறுபட்டால். முந்தைய 12 மாத இடைவெளியில் உள்ள ஒத்த பணி நிலைமை அல்லது தன்மை தொடர்ந்து நிலவும் நான்கு மாதங்களில் வழங்கப்பட்ட மின்சார அளவின் சராசரி அடிப்படையில் பட்டியலிடும் காலத்துக்கு மதிப்பீடு செய்யவேண்டும்.

மேற்கண்ட மின் வழங்கல் விதி 11(5)-ன் படி, 03/2022,04/2022,05/2022 மற்றும் 06/2022 மாதங்களின் பயண்ட்டளவை அடிப்படையாக கொண்டு 11/2022 முதல் 12/2022 வரையிலான காலங்களுக்கு விடுபட்ட சராசரித் தொகை கணக்கீடு செய்யவேண்டும் என தீர்வு செய்யப்படுகிறது. மின் அளவி பழுதான காலத்திற்கு ஏற்கனவே வசூல் செய்யப்பட்டிருந்தால் அவற்றை நேர் செய்து எஞ்சிய தொகையை மட்டும் வசூல் செய்யவேண்டும் என தீர்வு செய்யப்படுகிறது.

6.8 The Respondent has submitted that the procedure carried out by Audit wing was as per TNERC Supply code 11(5) is right. Hence it is not necessary to revise the average billing adopted by audit wing.

6.9 The Respondent has submitted that in the appeal petition in clause VII, the consumer stated as follows;

- Not considered the supporting documents and our explanation as actual.
- The consumer has not produced any documents or any evidence during CGRF hearing in support of low consumption. The statement of the appellat is incorrect.

6.10 The Respondent has submitted that the audit amount of Rs.275494/- raised by AAO/AP4/Audit Branch, Trichy Region vide audit Slip 17/01.12.2023 is in order as per TNERC Supply code Clause (15).

6.11 The Respondent has prayed to consider the above facts and render Justice against the appeal petition No.61/2024 filed by M/s.Amrith Breeder Farms PVT Ltd.

7.0 Findings of the Electricity Ombudsman:

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

1. What was the condition of the meter during the disputed period?
2. Whether the appellant claim to cancel the cc arrears is tenable?

8.0 Findings on the first issue:

8.1 The appellant contends that the demand for additional CC arrears of Rs. 2,75,494/- should be cancelled for the meter defective disputed period. The Appellant claimed that appellant's unit was not in operation. Hence, the appellant argued that the CC arrears are unjustified.

8.2 The respondent argued that the LTCT service connection (SC No. 289-005-654) for M/S Amrit Breeder Farms Pvt. Ltd. was found to have a defective meter during the monthly assessment on 26.11.2022. As per the billing software, an average of 13,838 units was billed during the meter defective period, and the consumer paid the amount on time. The defective meter was replaced on 28.12.2022. The respondent also highlights that the AEE/MRT/Metering Dindigul confirmed that the meter data could not be downloaded through CMRI due to the meter display being absent.

8.3 From the documents submitted by the respondent it is noticed from the consumer ledger that the meter was defective during 11/2022 and 12/2022 assessments. In this regard, I am of the view that the Meter Relay Testing (MRT) report and consumer ledger are valid evidence according to the Section 35 of the Evidence Act 1872 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.”

8.4 Based on the aforementioned details, it is apparent that an entry in any public or other official book, register, or record is admissible as evidence under the law of the country. Additionally, the MRT wing of the Licensee is authorized to determine the status of the meter after conducting a scientific test. From the MRT report it is evident that the meter was defective due to display failure and the actual date of defect was not ascertained as the meter could not be downloaded. However from the consumer ledger it is noticed that the meter was in normal condition till 10/2022 assessment i.e., 25.10.2022 after which during the 11/2022 assessment it was mentioned as defective and the defective meter was replaced on 28.12.2022. During the hearing the appellant was asked whether the meter was defective for the said period. The appellant also accepted that the meter was defective during that period. Therefore, it is concluded that the meter was defective during the period of 11/2022 and 12/2022 assessment.

9.0 Findings on the second issue:

9.1 The Appellant initially argued for the cancellation of the audit slip, but during the hearing, he accepted the meter was defective and however requested to revise the claimed amount for the defective period stating that during the defective period his firm was not operative.

9.2 The Respondent has stated that during the monthly assessment on 26.11.2022 the LTCT meter fixed in the SC.No.289-005-654 was found defective.13838 units was taken as average units as per the auto Billing generated by software and billed accordingly. The consumer also paid the amount in due date. The defective meter was replaced by healthy one on 28.12.2022. The Respondent argued that the consumer has not produced any valid documents/Proofs for Non-Operation of his firm during this disputed period. The respondent stated that subsequent periodical inspection by the Audit

Branch, Trichy Region raised an Audit Slip.No.17/01.12.2023 for Rs.2,75,494/- towards non-adoption of average for meter defective period 11/2022 & 12/2022 and upto meter replacement date as per TNERC Supply code Clause 11(5).

9.3 In order to determine the regulation for assessment when the meter is defective, I would like to refer to TNERC Supply Code Regulation 11, which is extracted below:

“11. Assessment of billing in cases where the meter is defective:

(1) Where the meter fixed is found defective or burnt or to have ceased to function and no theft of energy or violation is suspected, the quantity of electricity supply during the period when the meter was defective, shall be assessed based on the data downloaded through CMRI from the defective meter and scrutiny of those data , load curve etc., besides taking into consideration of site condition to corroborate the assessment so made. Wherever such downloading of data could not be done, the reason for not getting the meter tested or the reason for not downloading the data from the defective or burnt meter shall be recorded and signed by the designated authority by the Licensee. Wherever the data could not be downloaded, the quantity of electricity supplied during the period when the meter was defective, shall be assessed as mentioned hereunder.

(2) The quantity of electricity, supplied during the period in question shall be determined by taking the average of the electricity supplied during the preceding four months in respect of both High Tension service connections and Low Tension service connections provided that the conditions in regard to use of electricity during the said four months were not different from those which prevailed during the period in question.

(3) In respect of High Tension service connections, where the meter fixed for measuring the maximum Demand becomes defective, the Maximum Demand shall be assessed by computation on the basis of the average of the recorded demand during the previous four months.

(4) Where the meter becomes defective immediately after the service connection is effected, the quantum of electricity supplied during the period in question is to be determined by taking the average of the electricity supplied during the succeeding four months periods after installation of a correct meter, provided the conditions in regard to the use of electricity in respect of such Low Tension service connections are not different. The consumer shall be charged monthly minimum provisionally for defective period and after assessment the actual charges will be recovered after adjusting the amount collected provisionally.

(5) If the conditions in regard to use of electricity during the periods as mentioned above were different, assessment shall be made on the basis of any

consecutive four months period during the preceding twelve months when the conditions of working were similar to those in the period covered by the billing.

(6) Where it is not possible to select a set of four months, the quantity of electricity supplied will be assessed in the case of Low Tension service connections by the Engineer in charge of the distribution and in the case of High Tension service connections by the next higher level officer on the basis of the connected load and the hours of usage of electricity by the consumer. In all above cases, the relevant test results and clear working sheet indicating the basis of computation of billing for the back period, the period during which the meter was found defective etc., shall be promptly communication to the consumer in writing under acknowledgement.

(7) In case the consumer does not agree with the assessment made by the Engineer or the higher –level officer as the case may be, the matter may be referred to the next higher-level officer of the Licensee. In case the consumer is still not satisfied, the consumer is at liberty to approach the respective Consumer Grievance Redressal Forum of the Licensee.”

9.4 The regulation clearly outlines the expectations and requirements for billing revisions during defective meter periods. Upon thorough examination of the aforementioned regulation, it is evident that Regulations 11(2), 11(4), 11(5), and 11(6) prescribe the procedures for computing the average consumption during the period of meter defect. In the present case, it is observed that the Respondent has adopted the provision of TNE Supply Code Regulation 11(5) for revised computing the energy charges for the defective period based on consumption pattern as per consumer ledger on the basis of any consecutive four months period during the preceding twelve months when the conditions of working were similar to those in the period covered by the billing.

9.5 In this case the respondent adopted 03/2022, 04/2022, 05/2022 and 06/2022 consumption to arrive average claim when the conditions of working were similar. But the consumer reiterated that his unit was not operational during the meter defective period and requested to cancel the audit amount, but failed to provide any proof for the same. Further, on perusal of consumer ledger, his previous year consumption pattern also was not reflecting seasonal behaviour. If at all a meter found to be defective the shortfall arrears have to be computed as per regulation 11 of TNE Supply Code. Therefore, the short levy

calculated during the meter defective period of 11/2022 & 12/2022 is found to be in order as per regulation 11(5) of TNE Supply Code.

9.6 Further, the action of the Respondent to revise the short levy is as per TNERC supply Code regulation 12 which is given below;

“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 refunded along with interest at the rate applicable for security deposit. The interest 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 may 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.”

9.7 Based on the above findings, the Appellant's claim for a refund of the excess amount paid for the revision of the average commuted for the meter defective period is not tenable. The action of the Respondent for raising the short levy due to meter defective for an amount of Rs.2,75,494/- as per TNERC Supply Code Clause 11(5) is in order.

10.0 Conclusion:

10.1 From the findings of the foregoing paragraphs, it is concluded that the Appellant's claim for cancellation of CC arrears raised by the respondent during the meter defective period is rejected.

10.2 With the above findings the A.P. No. 61 of 2024 is finally disposed of by the Electricity Ombudsman. No Costs.

(N. Kannan)
Electricity Ombudsman

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

To

1. M/s. Amrit Breeder Farms Pvt. Ltd.,
“Gopal Bhavan”, Site No.3, Prasiddhi Nagar,
Palappampatti, S.V.Mill (P.O), Udumalpet – 642 128

- By RPAD

2. The Executive Engineer/O&M/Palani,
Dindigul Electricity Distribution Circle,
TANGEDCO,
TNEB Campus Railway Feeder, Palani – 624 601.

3. The Superintending Engineer,
Dindigul Electricity Distribution Circle,
TANGEDCO,
Meenakchinaickanpatti post,
Dindigul-624002.

- 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) – **For Hosting in the TNERC Website**
Tamil Nadu Electricity Regulatory Commission,
4th Floor, SIDCO Corporate Office Building,
Thiru-vi-ka Industrial Estate, Guindy, Chennai – 600 032.