



TAMIL NADU ELECTRICITY OMBUDSMAN

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BEFORE THE TAMIL NADU ELECTRICITY OMBUDSMAN, CHENNAI

Present : Thiru. A. Dharmaraj, Electricity Ombudsman

Appeal Petition No.64 of 2015

Dr. R. Balasubramaniam,
No.12/45, Thiyagi Natesan Street No.2,
Ammapet,
Salem – 636 003.

. Appellant

Vs.

The Superintending Engineer,
Salem Electricity Distribution Circle,
TANGEDCO (formerly TNEB),
110 KV SS Complex,
K.N. Colony, Udayapatti, Salem – 686 014.

. Respondent

(Rep by Tmt. R.Sabitha, Assistant Engineer/O&M
Ammapet)

Date of hearing : 13.11.2015

Date of Order : 21.12.2015

The petition dated 31.7.2015 filed by Dr. R. Balasubramaniam, Ammapet, Salem, was registered as appeal petition No.64 of 2015. The above appeal petition came up for hearing before the Electricity Ombudsman on 13.11.2015. Upon perusing the appeal petition, Counter Affidavit and after hearing both sides, the Electricity Ombudsman passes the following order.

ORDER

1. Prayer of the Petitioner:

The Appellant prayed for the following :

(i) His physical and mental agony is duly compensated (the amount of compensation as decided by the Hon'ble Ombudsman) and recovering the same from staff/officer who are /were responsible.

(ii) Necessary orders may be passed for reimbursing the demand dt.23.2.2015 for Rs.3518/- paid by him on 8.6.2015. This amount may also be recovered from the staff/officer who were responsible for the lapse.

(iii) The Assistant Engineer/Ammamet section may kindly be instructed to send a reply to his letter dt.23.4.2015 and the officer may be proceeded against for refusing to acknowledge his letter handed over to her in person (He being a differently abled person).

2. Brief history of the case:

2.1 Dr. R. Balasubramaniam is the owner of the premises bearing service connection No.433-008-140. The tariff of the service connection is IA and the sanctioned load is 5KW.

2.2 The Appellant was asked to pay a sum of Rs.3518/- towards short fall amount for the period from 2/2012 to 7/2013 based on the report of the Raise Committee and the Appellant has also paid the said amount.

2.3 The Appellant filed a petition before the CGRF of Salem EDC for refund of the short fall amount paid and for compensation of his mental agony.

2.4 The CGRF of Salem EDC issued its order on 2.7.2015. Aggrieved by the CGRF's order, the Appellant filed this appeal petition before the Electricity Ombudsman.

3. Order of the Forum :

The CGRF of Salem EDC has issued its order on 2.7.2015. The relevant para of the order is extracted below :

“ORDER OF THE FORUM : In the forum, the consumer has represented that if the average billing has been intimated to him in time, then he would arranged for payment by the tenant who enjoyed the energy from the said service connection.

In this regard, Executive Engineer/O&M/East/Salem has informed that this service was inspected during the mass raid organised by the RAISE committee on 18.02.14. But the report in this regard was received only on 20.11.14. Hence the delay was caused. He further stated that no official records were available in the section office for verification.

On verifying the L.T billing software, it is noticed that the said meter was stated as burnt and hence the cost of meter with testing fees were collected on 13.12.11 but the meter was not released. For further period consumption was recorded by the said meter. But the staff/official responsible for arriving the average and initiate average billing had not acted in time and allowed the meter/service for the continued enjoyment by the consumer. Afterwards while RAISE committee conducted Mass raid, have ascertained that this service was in defective condition and worked out average billing by taking the consumption of previous two bimonthly consumption to the defective period as base and arrived the average consumption (bimonthly) as 210 units. The officer /staff responsible at the section office had now also not involved in this issue and not worked out average consumption. Afterwards the report of RAISE committee received by the section officer on 26.11.14, then only the section officer had acted and communicated the owner of the service about the short levy amount on 27.01.15.

This process clearly exhibits the lethargic and derelictions of duty by the officer/staff of Ammapet section office. Hence it is construed that they will personally held responsible for the delay for which departmental action should be initiated against them.

However, the billed units were actually consumed by the enjoyer of the service and hence the consumer is necessarily to pay the energy consumed by him. More over the consumer has paid the demand raised for an amount RS.3518/- to the Board already.

In these circumstance, the Forum has stated the following order.

The average billing arrived by the RAISE committee for the defective meter period by taking the consumption recorded by the meter during the previous two bimonthly period is in order. Hence the amount claimed based on the above average consumption is to be paid by the consumer. He has also paid the same. For the delay in arriving the average consumption, responsibility should be fixed on the officer/staff responsible and appropriate action may be initiated against them.”

4 Contentions of the Appellant:

The Appellant has contended the following in the appeal petition submitted.

4.1 He is a differently abled person and a primary stakeholder of TANGEDCO. He is submitting a copy of his letter dt.16.4.2015, which was handed over to the AE, TANGEDCO, Ammapet, Salem in person by him on 23.4.2015. Till date there is no reply from the AE, TANGEDCO, Ammapet, Salem to his letter dt.16.4.2015.

4.2 The tenant who was living in the house during the period 2011-2012 has vacated the house during April 2013 and from 01.09.2013 to 30.11.2014 another tenant occupied the house . The house was vacant during the intervening period from April 2013 to September 2013. Again the house is vacant from 01.12.2014 to till date. The two tenants are not traceable now.

4.3 The meter supplied earlier to the 3 phase service burnt during Dec 2011. The officials made a direct connection without the meter running. When he approached the office, for a new meter in place of the burnt meter he was asked to pay Rs.621 + Rs.75 + Rs.821(total Rs.1517) for providing a new meter. Rs.821/- is shown as fee towards damage to board properties. Further, meter reading was recorded by the officials but the meter was not running.

4.4 The new meter was supplied very late, and on an enquiry with the officials with the help of the register maintained in the office for supply of new meters, he understood that the supply of new meters was not made as per norms (first come first served). The supply of a new meter against his payment was delayed beyond the prescribed time limit by TNE Supply Code and he was not communicated about the reasons for the delay. This happened despite receipt of new meters by Ammapet TANGEDCO. He approached the Ammapet section office umpteen times during the years 2012 and 2013. He is being a differently abled person suffered physical and mental agony because of the fraudulent late supply of 3 phase meter in place of defective meter.

4.5 The online status relating to this service shows that there is a due of Rs.3518/- being the CC arrears vide slip No.4332015769 dt 23.03.2015. This is not within the reasonable time limit as per TNE Supply Code. He does not understand on what basis the fee is levied. The period for which the fee is levied is not known. It is not proper and reasonable to charge consumption charges very lately to the extent of 2 to 3 years.

4.6 It is only after he paid the CC arrears, his petition dated 14.5.2015 was taken up for hearing on 2.7.2015. During the hearing his request for refund of Rs.3518/- paid by him in trust and as per the TNE Supply Code was not acceded by the Hon'ble Forum and the Hon'ble Forum admitted that "This process clearly exhibits the lethargic and derelictions of duty by the officer/staff of Ammapet section office. Hence it is construed that they will personally held responsible for the delay for which departmental action should be initiated against them.

4.7 The Hon'ble Forum further observed that "However, the billed units were actually consumed by the enjoyer of the service and hence the consumer is necessarily to pay the energy consumed by him. Moreover, the consumer has paid the demand raised for an amount Rs.3518/- to the Board already. The Hon'ble Forum observed that On verifying the L.T. billing software, it is noticed that the said meter was stated as burnt and hence cost of meter with testing fees were collected on 13.11.2011 but the meter was not released. For further period consumption was recorded by the said meter. The Hon'ble Forum's conclusion that the further period consumption was recorded by a burnt meter is not acceptable. This observation is against the basic technological reasoning.

4.8 He was not the enjoyer of the units consumed as contended by the Hon'ble Forum. The tenant/s were the actual enjoyer of the units said to have been consumed. Had the Ammapet section informed him about the average consumption well in advance, the tenants would have paid the same as otherwise the service was liable for temporary disconnection, pending payment of CC charges with fine. It is only because of the lethargic and derelictions of duty by the Ammapet section staff (as per the

findings of the Hon'ble Forum), he was forced to pay the CC arrears after nearly two and a half years. When there is derelictions of duty by the Ammapet section staff members, how can the consumer be penalized? This is against the basic doctrine of consumer protection and also defeats the very basic idea with which the TNE Supply Code was put in place.

4.9 He submitted for an RTI query dt.16.6.2015 with the PIO, Salem East office of TANGEDCO. But, he refused to give the requested information vide his reply dt.23.7.2015. Copies of both his petition dated 16.6.2015 and the reply dated 23.7.2015 are submitted for your kind perusal. Had the requested information was provided, he would have in a better position to show that his contentions are genuine.

4.10 He already suffered physical and mental agony in getting a new meter in the place of a burnt meter. Now the TANGEDCO again was agonizing him by raising a demand for CC arrears and that too to the tune of Rs.3518/- for no fault of him. When the Forum concluded that the officials of TANGEDCO are solely and fully responsible for his physical and mental agony, there should be a compensation for his mental agony and physical agony.

5. Contentions of the Respondent :

5.1 In his letter dt.16.4.2015 handed over at the Ammapet section office on 23.4.2015, the owner of SC No.433-008-140 has requested for clarification for the CC arrears of Rs.3518/- levied based on the report of the Raise Committee.

5.2 In the above petition ,it was informed that the house was vacant for some time and two different tenants have occupied the house during the year 2011-2012. The

Assistant Engineer/O&M/Ammamet orally informed the petitioner that the petitioner has not informed about the non occupancy of the house in anytime before 23.4.2015 and the arrears was based on the average CC charge worked out by the Raise Committee. As the above amount claimed was reasonable it was informed that it has to be paid.

5.3 The consumer informed that he has paid Rs.1517/- for replacement of the defective meter on 13.12.2011. Further, the consumer was also informed that due to shortage of meter in stores only very small number of meters were allotted to the section and hence there was delay in replacement of the meter.

5.4 The consumer also informed that while he was seeing the status of the service connection in the net only he came to know about the slip no.4330215769/23.3.2015 levying Rs.3518/- with due date for payment fixed on 16.6.2015. He has paid the dues on 18.6.2015. The consumer also raised question about claiming of arrears belatedly after a lapse of two years. He also filed a petition before the CGRF.

5.5 In response to the petition dt.16.6.2015 raised under RTI reply was given on 23.7.2015.

5.6 The employees who were worked in the section and responsible for not maintaining the records were suspended and transferred to other places. Disciplinary action is also being taken on them.

5.7 The CC arrears of Rs.3518/- levied based on Raise Committee is for the meter defective period and is correct. The same views were given in the CGRF orders.

6. Hearing held by the Electricity Ombudsman:

6.1 To enable the Appellant and the Respondent, to put forth their arguments in person, a hearing was conducted before the Electricity Ombudsman on 13.11.2015.

6.2 Thirumathi. R. Sabitha, Assistant Engineer/O&M/Ammamet, attended the hearing on behalf of the Respondent and put forth her side arguments.

6.3 The Appellant requested to conduct the hearing through video conference stating that being a differently abled person, he may not be able to travel to Chennai and attend the hearing. The Appellant was informed that he may depute his authorised representative or his written arguments as infrastructure for conducting the hearing through video conference was not available at this office. Accordingly, the Appellant has furnished his written arguments vide his letter dt.7.11.2015.

7. Written arguments of the Appellant :

7.1 As per TNE Supply Code, the TANGEDCO is to replace the meter in place of the burnt meter free of cost. But, TANGEDCO had erroneously collected Rs.1517/- from him, which was explained in his appeal petition dt.31.7.2015 submitted to this Hon'ble Ombudsman office. This amount may kindly be ordered to be reimbursed to him along with Rs.3518/- being the CC arrears collected from him so belatedly, which is also in violation on the TNE Supply Code.

7.2 There are no damages to the Board properties. The word 'Board properties' referred to in the online system supposedly refers to the TANGEDCO properties. There are no properties other than the meter box belonging to the TANGEDCO (for the meter box also, the cost was recovered from him). All other cables (from the electrical pole to the Main Board /Meter) and all other fixtures were provided by him.

7.3 The Superintending Engineer/Salem EDC had rightly observed in her order dated 2.7.2015 that the officials of TANGEDCO. Ammapet section are solely and fully responsible and she ordered for necessary action against those officials This clearly

shows that there is deficiency in service. He was physically and mentally agonised. He visited the O/o TANGEDCO, Ammapet section umpteem times for getting a new meter in the place of a burnt meter.

7.4 Apart from the reimbursements claimed in para 7.1 above, a suitable compensation matching to his agonies (physical and mental) may also be awarded in his favour, in view of the deficiencies in service by the TANGEDCO, which are explained in detail in his appeal petition dt.31.7.2015 submitted to this Hon'ble Ombudsman office and in view of the findings of the Superintending Engineer in her orders dt.2.7.2015 and also in view of the fact that he is a differently abled consumer of TANGEDCO.

8. Arugments putforth by the Respondent's representative on the hearing date:

8.1 Tmt. R. Sabitha, Assistant Engineer/O&M/Ammapet, who represented the Respondent reiterated the arguments given in the counter.

8.2 The Assistant Engineer informed that she has given her reply in person while receiving the petition dt.16.4.2015 on 23.4.2015. She informed that the reason for levying the short fall amount was explained to the individual. She also informed him that his grievance will be redressed. As she has explained in person no separate reply was given by her.

8.3 Regarding non issuance of acknowledgment for receipt of petition, she informed that the consumer has not requested for an acknowledgment. The issue was only raised later. But, she accepts that the consumer has submitted a representation dt. 16.4.2015 on 23.4.2015.

8.4 The Assistant Engineer argued that as the meter was found to be burnt, the charges were collected. Though the charge was shown as Rs.621/- and Rs.821/- separately, the charges collected is only the 3 phase meter cost. Initially the meter cost was collected assuming it as a single phase service and after knowing that it was a 3 phase service, the balance amount of Rs.621/- was collected. She also argued that there was no failure of meter in that area during the period of failure noted in the Appellant's house and, hence argued that the burning of meter may not be due to any system problem, but due to some defects in the consumer premises. As the burning of meter is due to defect in consumer's installation, she argued that the levy is correct.

8.5 Regarding delay in changing the defective meter, the Assistant Engineer argued that as there was shortage of meter in the stores there was no allotment of meter to replace the defective meter. Hence, there was delay in changing the meter. Hence, she argued that the delay is neither wanton nor due to lapse of the officials of the section.

8.6 She argued that as the burnt meter was in service upto 30.6.2013, the average consumption has to be charged to the consumer during the above period. But, no such average consumption was charged during the meter defective period due to the mistake of the employees of the section. Therefore, the Raise Committee which has inspected the service noted the above discrepancy and suggested to collect the short fall amount.

8.7 The short fall amount was collected taking the average consumption of previous 2 assessments periods only as stipulated in regulation 11(2) of the Supply Code and hence argued that the short fall amount levied is as per relevant regulations.

8.8 She also argued that the average levied is correct and to be payable by the consumer at the respective assessment periods. But, it was not levied while raising the bills for the respective assessment period. The left over is levied at a later date. She also cited regulation 12(i) in support of above her argument to collect the short fall amount at the later date.

9. Written submission of the Respondent :

9.1 The Assessor has wrongly mentioned the burnt meter as defective. As the meter available in the said service was mentioned as single phase instead of 3 phase in the consumer ledger, the cost of 3 phase meter was collected as detailed below :

Sl.No.	Account Description	Amount	Receipt No.
1.	61908 – Recoveries from consumer towards damage to board properties	Rs.821.00	ERS433AR3 S1427/13.12.11
2.	6107 – Testing fees	Rs.75.00	ERS433AR3 S1427/13.12.11
3.	61914-Meter Box changes	Rs.621.00	ERS433AR3 S1427/13.12.11

9.2 The Superintending Engineer has also enclosed the relevant page of the cost data for the year 2011-12 to confirm the cost of 3 phase meter as Rs.1442/-

9.3 He also informed that as per stores ledger, 20 nos of 3phase, 10-40A High Quality meter were drawn and issued as per the seniority. One among the meters of capacity 10-40A drawn on 25.5.2013 was fixed in SC No.433-008-140.

9.4 AS per the statement of EE/O&M/East/Salem, the details of defective meters and the respective replacement are not traceable.

10. Findings of the Electricity Ombudsman:

101. On a careful consideration of the arguments put forth by the both the parties, I find the following as the issues to be decided?

- (i) Whether the meter available in service connection no.433-008-140 during the shortfall period is in good working condition ?
- (ii) What is the average consumption to be adopted for the meter defective period ?
- (iii) Whether the argument of the Appellant that the claim was raised belatedly and is in violation of Supply Code is correct ?
- (iv) Whether any compensation has to be paid to the Appellant ?
- (v) Whether the prayer of the Appellant to return the meter cost recovered from him is acceptable?

11. Findings on the first issue:

11.1 The Appellant informed that, licensee has recovered the following from the Appellant as charges for replacing the burnt the meter.

13.12.11	Meter Box Charges Rs.621/-	Receipt No.ERS433AR3S1432
13.12.11	Testing Fees Rs.75/-	Receipt No.ERS433AR3S1427
13.12.11	Recoveries from consumers towards the damage to board properties-Rs.821/-	Receipt No.ERS433AR3S1427

11.2 The Respondent informed that the above charges recovered are towards replacement of 3 phase meter available in the said service connection as the meter has burnt. The Respondent also informed that the cost of 3 phase 10-40A meter is

Rs.1422/- as per cost data applicable for the year 2011-12 and hence, argued that the amount collected towards testing fees and cost of meter is correct.

11.3 The Appellant is also not arguing that the meter is in good working condition. He only disputes that the replacement of meter cost has to be met by the licensee.

11.4 As there was a payment for replacement of meter on 13.12.2011, and the meter was replaced only on 30.6.2013, it is held that the meter available in the said service connection is not in working condition from 13.12.2011 to 30.6.2013.

12. Findings on the second issue :

12.1 Assessment of billing in cases where there is no meter or the meter is defective, we have to refer regulation 11 of the Supply Code :

“11. Assessment of billing in cases where there is no meter or meter is defective:

(1) Where supply to the consumer is given without a meter or where the meter fixed is found defective or to have ceased to function and no theft of energy or violation is suspected, the quantity of electricity supplied during the period when the meter was not installed or the meter installed 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.

(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.”

12.2 On a careful reading of the said regulation 11 of the Supply Code, it is noted that the regulation 11(2) and 11(5) are the related regulations for arriving the average consumption for the defective period.

12.3 As per regulation 11(2) of the Supply Code, the Electricity Supplied during the period in question shall be determined by taking the average of the preceding four months consumption in respect of both HT and LT service connection provided that the condition regard to use of electricity during the said four months was not different from these prevailed during the period in question.

12.4 As per regulation 11(5) of the Supply Code, if the condition regard to use of electricity during the period mentioned above were different, the assessment shall be made on the basis of any connective four months during the preceding 12 months, where the condition are similar to those in the period covered in the billing.

12.5 The license has adopted the preceding four months consumption for arriving the average consumption for the defective period (ie) they have taken the consumption recorded in 10/2011 and 12/2011 bimonthly assessment periods to arrive at the average $(290+130/2 = 210$ units) considering the meter as defective from 2/2012 assessment period. The above calculation was done as per Regulation 11(2) of the Supply Code.

12.6 The Appellant argued that the house was vacant during from April 2013 to September 2013. The meter was changed on 30.6.2013. There was a consumption of 190 units recorded for the period from 30.6.2013 to 31.8.2013. Hence, there was usage during the above period also which is said to be vacant. Further, the Appellant has also not furnished any proof in support of the vacant position of the house in the said period. Hence, I am unable consider the above argument and give any relief.

12.7 As the Respondent has adopted regulation 11(2) of the Supply Code for arriving the average consumption for the meter defective period, I am of the view that the above is conforming to the Regulation.

13. Findings on the Third issue :

13.1 The Appellant argued that the claim was made belatedly (ie) after 2 to 3years and hence it is violation of Supply Code.

13.2 The Assistant Engineer who represented the Respondent argued that as per regulation 12(1) of the Supply Code, the licensee is having right to demand an additional amount in case of under charging. As the staff of TANGEDCO have not levied average consumption during the period when the meter has burnt and not working properly, the TANGEDCO has right to levy the shortfall amount. She also

argued that the sum is actually due to them but not claimed at the time of respective bimonthly assessment periods.

13.3 As the Respondent has cited regulation 12(1) of the Supply Code, the relevant regulation is extracted below :

“12. Errors in billing

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.”

13.4 On a careful reading of the said regulation 12(1) of the Supply Code, it is noted that 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.

13.5 The Appellant has argued that the short fall amount was claimed belatedly. Though the Appellant has not cited the regulation, the relevant regulation 21(2) of the Supply Code is extracted below :

21. DISCONNECTION OF SUPPLY :

Section 56 of the Act with regard to disconnection of supply in default of payment reads as follows :

(1) xxx xxxx xxx

(2) Notwithstanding anything contained in any other law for the time being in force, no sum due from any consumer, under this section shall be recoverable after the period of two years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrears of charges for electricity supplied and the Licensee shall not cut off the supply of the electricity”.

The provision of the Act as in sub-section (1) above is in addition to and not in derogation of any other law for the time being in force. Accordingly the Licensee shall be entitled to disconnect the supply of electricity subject to the provisions of Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and control of pollution) Act, 1981 and Environment (Protection) Act, 1986, etc.

13.6 The above regulation is only reproduction of section 56(2) of the Electricity Act 2003. As per the above clause, no sum due from any consumer under the said section shall be recoverable after the period of 2 years from the date when such sum become first due, unless such sum has been shown continuously as recoverable as arrears of charges for electricity supplied.

13.7 With reference to the applicability of section 56(2) of the Electricity Act, 2003, for limitation, the judgment of Appellate Tribunal for Electricity, 2003 in appeal Nos 202 and 203 of 2006 is relevant and 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 is detected but the charges would become first due for payment only after a bill or demand notice for payment is sent by the licensee to the consumer. The date of the first bill/demand notice for payment, therefore, shall be the date when the amount shall become due and it is from that date the period of limitation of two 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 allegedly found that the meter was recording energy consumption less than the actual by 27.63%. Joint inspection report was signed by the consumer and licensee and thereafter, the defective meter was replaced on 05.03.2003. The revised notice of demand was raised for a sum of Rs. 4,28,034/- on 19.03.2005. Though the liability may have been created on 03.03.2003, when the error in recording of consumption was detected, the amount become payable only on 19.03.2005, 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”.

13.8 It is clear from above judgment 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 a demand notice is served. Therefore, the limitation in the present case also shall run from the date of demand notice.

13.9 In the case on hand, the short fall amount was intimated vide slip No.4330215769 dt.23.3.2015 and paid on 8.6.2015. Hence, the 2 years period starts only from 23.3.2015. Therefore, I am of the view that the arrears is not time barred.

14. Findings on the fourth issue :

14.1 The Appellant argued that he suffered physical and mental agony because of the late supply of new 3 phase meter in place of the defective meter. He also argued that a matching compensation suitable to his agony (physical & mental) may also be awarded in his favour in view of deficiency in service by the TANGEDCO.

14.2 In this regard, I would like to refer regulation 7(11) of the Regulations for CGRF and Electricity Ombudsman, which is extracted below :

7. Grievance handling procedure for the forum

XXXX XXXX XXXXX
XXXXX XXXX XXXX

(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.

14.3 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, if the forum finds that there was default of the licensee, it shall only hold that the consumer is entitled to the compensation and if the consumer agrees he can accept the compensation prescribed by the Commission in the relevant regulations.

14.4 The Appellant has stated that he has approached the Ammapet section office umpteen times during the year 2012 & 2013. He being a differently abled person suffered physical and mental agony because of the fraudulent late supply of 3 phase meter in place of defective meter. As the Appellant has stated that the physical and mental agony was due to late supply of the replacement meter and deficiency in service by TANGEDCO, I would like to refer regulation 11 of the Distribution Standards of Performance Regulation which is extracted below :

“11. Replacement of Meter

Wherever the Licensees receive complaints or the Licensee found during inspection / meter reading, that the meter in a service connection is not correct or defective or burnt, the Licensee shall replace the meter after collecting the charges as applicable and within 30 days.”

14.5 On a careful reading of the said regulation 11, it is noted that whenever that a meter is not correct or defective or burnt the licensee has to replace the meter after collecting the required charges as applicable and within 30 days.

14.6 In the case on hand, the burnt meter cost was collected on 13.12.2011. As per regulation, the meter would have been changed on 12.1.2012. But the meter was changed on 30.6.2013 with a delay of about one year 5 months and 20 days.

14.7 In order to know the amount of compensation payable, we have to refer regulation 21 of the DSOP regulation which is extracted below :

“21. Compensation

The Licensee is expected to achieve the performance prescribed. If a Licensee fails to meet the standards specified for various service areas, the affected consumer is entitled for compensation by the Licensees as stipulated in the Act. The compensation payable is set out in the table below, namely:-

Table

S.No	Events	Compensation payable
1	xxx xxx xxx	xxx xxx xxx
2	xxxx	xxxx xxx xxx
3	<i>Replacement of meters</i>	<i>Rs.100/- for each day of delay subject to a maximum of Rs.1000/-</i>
4	xxxx	xxxx xxx xxx
5	xxxx	xxxx xxx xxx
5A	xxxx	xxxx xxx xxx
6	xxxx	xxxx xxx xxx
7	xxxx	xxxx xxx xxx
8	xxxx	xxxx xxx xxx
9	xxxx	xxxx xxx xxx”

14.8 On a plain reading of the said regulation, it is noted that if the licensee fails to meet the standards specified for various services then the affected consumer is entitled for the compensation noted in the table above. In respect of delay in replacing the meters, the consumer is entitled a sum of Rs.100/- per day of delay subject to a maximum of Rs.1000/- as per item 3 of the table given in para 14.7. As the delay in replacement of the burnt meter is more than 10 days (one year, 5 months and 20 days) it is held that the Appellant is entitled to get a compensation of Rs.1000/- for delay in replacing the meter.

15. Findings on fifth issue :

15.1 The Appellant argued that as per Supply Code the TANGEDCO has to replace the meter in place of the burnt meter and prayed to refund the cost of burnt meter collected from him.

15.2 In this regard, it is noted that the Appellant has not raised the issue of refund of the meter cost in the petition filed before the CGRF.

15.3 As the Electricity Ombudsman is an appellate authority, the issues raised in the CGRF alone could be dealt by him. As prayer for the refund of burnt meter cost paid was not raised in the CGRF, I am unable to take up the above issue in the appeal and issue any order.

16. Conclusion :

16.1 (i) In view of my findings in second and third issue, I am unable to accept the Appellant's prayer to refund the short fall amount claimed for the period from 2/2012 to 30.6.2013

(ii) In view of my findings in fourth issue, the Appellant is entitled to receive a compensation of Rs.1000/- towards delay in replacing the burnt meter. The said compensation amount shall be credited into the Appellant's service connection account in the next billing cycle.

(iii) In view of my findings in fifth issue, I am not considering the prayer of the Appellant to refund the cost of burnt meter paid.

16.2 With regard to the prayer of the Appellant to direct the Assistant Engineer to send reply to his letter dt.23.4.2015, it is observed that the issues raised in the above letter is the subject matter of this appeal petition No.64 of 2015. Hence, I am of the opinion that sending a reply by the Assistant Engineer after the issue of order by CGRF and Electricity Ombudsman on the same matter may not serve any purpose.

16.3 A compliance report on the orders in para 16.1(ii) shall be sent to this office within 30 days from the date of receipt of this order.

15.3 With the above findings, the A.P.No.64 of 2015 is finally disposed by the Electricity Ombudsman. No costs.

(A. Dharmaraj)
Electricity Ombudsman

To

1) Dr. R. Balasubramaniam,
No.12/45, Thiyagi Natesan Street No.2,
Ammamet,
Salem – 636 003.

2) The Superintending Engineer,
Salem Electricity Distribution Circle,
TANGEDCO (formerly TNEB),
110 KV SS Complex,
K.N. Colony, Udayapatti, Salem – 686 014.

3) The Chairman,
(Superintending Engineer),
Consumer Grievance Redressal Forum,
Salem Electricity Distribution Circle,
TANGEDCO (formerly TNEB),
110 KV SS Complex,
K.N. Colony, Udayapatti, Salem – 686 014.

4) The Chairman & Managing Director,
TANGEDCO,
NPKR Maaligai,
144, Anna Salai, Chennai – 600 002.

5) The Secretary,
Tamil Nadu Electricity Regulatory Commission,
No.19A, Rukmini Lakshmi pathy Salai,
Egmore, Chennai – 600 008.

6) The Assistant Director (Computer) - **FOR HOSTING IN THE TNEO WEBSITE PLEASE**
Tamil Nadu Electricity Regulatory Commission,
No.19-A, Rukmini Lakshmi pathy Salai,
Egmore, Chennai – 600 008.