



TAMIL NADU ELECTRICITY OMBUDSMAN

19- A, Rukmini Lakshmi pathy Salai, (Marshal Road),
Egmore, Chennai – 600 008.

Phone : ++91-044-2841 1376 / 2841 1378/ 2841 1379 Fax : ++91-044-2841 1377
Email : tnerc@nic.in Web site : www.tnerc.gov.in

BEFORE THE TAMIL NADU ELECTRICITY OMBUDSMAN, CHENNAI

Present : Thiru. A. Dharmaraj, Electricity Ombudsman

Appeal Petition No.63 of 2016

Thiru. Shekar Murthy,
Plot No. 26, C.R.R. Puram,
L&T Colony, II Main Road, Manapakkam,
Chennai – 600 125.

..... Appellant
(Party in Person)

Vs

The Executive Engineer O & M Guindy,
Chennai Electricity Distribution Circle / South - I,
TANGEDCO,
110 KV, S.S. Complex, K.K. Nagar,
Chennai – 600 078

..... Respondent
(Thiru. Murali, EE/O&M/Guindy)

Date of hearing : 8-11-2016

Date of order : 22-2-2017

The petition filed by Thiru Shekhar Murthy, Manapakkam, Chennai – 600 125 was registered as Appeal Petition No. 63 of 2016. The above appeal petition came up before the Electricity Ombudsman for hearing on 8-11-2016. Upon perusing the Appeal Petition, Counter Affidavit and after hearing both sides, the Electricity Ombudsman passes the following order.

Order

1. Prayer of the Appellant: The Appellant prayed that the cost of Meter collected for changing the burnt meter of service connection No. 261-031-379 shall be refunded to him.

2. Brief History of the Case:

2.1 SC. No. 261-031-379 was effected in the name of Thiru Shekhar Murthy and is charged under tariff IA.

2.2 The meter installed in the service was found to be in burnt condition while taking reading for the assessment period 4/2016.

2.3 The Appellant has paid a sum of Rs.1718/- towards charges for changing the burnt meter on 2.4.2016.

2.4 The Appellant filed a petition before the CGRF of Chennai Electricity Distribution Circle/South for refund of the meter cost collected from him.

2.5 The CGRF of Chennai Electricity Distribution Circle /South has rejected the claim of the Appellant. Aggrieved by the Order of the CGRF, the Appellant filed this appeal petition before the Electricity Ombudsman.

3. Order of the CGRF:

The CGRF of Chennai Electricity Distribution Circle / South has issued its order on 14.6.2016. The relevant para of the Order of the CGRF is extracted below:-

"Findings and order of the Forum

The request of petitioner to refund the burnt meter cost is not feasible of compliance."

4. Contentions of the Appellant:

4.1 During the hearing of my petition, on 8-6-2016, at SE,s office, The SE and other members were totally biased against me. They were not prepared to listen to my contention that the meter, which was found burnt by the TANGEDCO staff had meter seal intact and also there was no disturbance and no interruption in power supply during the billing period.

4.2 While passing the order, while mentioning the petitioner's case, the concerned SE and Chairman CGRF Purposely and intentionally omitted the words "Meter seals are intact and there was not disturbance and no interruption in power supply during the billing period."

4.3 Subsequently, I obtained the copy of Minutes, Under RTI petition, from SE office, which is attached. Please see the case of petitioner in the minutes where in "seal being intact and no disturbance and no interruption in power supply during billing period" has been recorded.

4.4) The above misrepresentation of the petitioners case confirms that CGRF Team is totally biased against the customer and rejected the claim.

5. Contentions of the Respondent:

5.1 The Meter fixed in the consumer premises for the service connection at Plot No.26, C.R.R. Puram L&T Colony II Main Road, Manapakkam, Chennai – 600 125, under burnt condition and it is noticed by the assessor and informed to the consumer Thiru. Shekhar Murthy, that the meter is burnt and requested to pay the meter cost on 01/04/2016.

5.2 On receipt of the meter cost on 02/04/2016, the meter is fixed in the consumer premises within the time frame.

5.3 It is submitted that as per Tamil Nadu Electricity Regulatory Commission Supply code chapter II, 7 clause 10 the procedure to be followed for replacement of defective/damaged /burnt meter shall be as follows:

- i) It is the responsibility of the Licensee to replace all defective meters [belonging to the licensee] at his cost
- ii) Since the safe custody of the meter is the consumer's responsibility, replacement of meter due to damages shall be at the cost of consumer.

iii) The cost of replacement for burnt meters shall be met by the Licensee unless it is proved otherwise that the burning out is due to the fault of the consumer.

5.4 The consumer stated in his representation that the seals are intact and there was no disturbance and interruption in power supply, during the billing period, hence it is confirmed that the occurrence not made in TANGEDCO side.

5.5 The consumer never proved that the meter burnt beyond the consumer premises fault.

5.6 Further it is submitted that there is no high voltage or voltage fluctuation and meter burnt observed in any other premises in the consumer area during the meter burnt period. Hence it is confirmed that the meter burnt might be due to over load or any other issues with in consumer premises only.

5.7 It is not fair to argue by the consumer that the meter seals are intact, hence meter not burnt.

6. Arguments putforth by the Appellant in the Rejoinder:

6.1 There has been no Attempt by the Respondent to even initiate any settlement proposal or agreement or even any discussion/phone cal or any communication with the Petitioner, as per point No. 3 of TNEO letter dated 16-08-2016.

6.2 The Respondent has not provided any proof or Evidence to state that “There is no high Voltage or Voltage Fluctuation. Also the Respondent’s Statement is not supported by any proof or evidence that no meter burnt case observed in any other premises in the consumer area where the Petitioner’s meter is installed.

6.3 Actually it is Contrary to the truth, as the Lineman who first observed the burnt meter commented that many such burning cases for this make “Landys & Gyr” are coming to his notice. It may be verified by TNEO, as to how many such meters have failed, within the warranty period (as my case is form the lot).

6.4 In view of the fact that the Respondent has not provided any proof or evidence, as stated in the point No. 2 above, it is requested that the Counter Affidavit may please be rejected by TNEO and render justice to the Petitioner by reimbursing the cost of the meter.

7. Hearing held by the Electricity Ombudsman :

7.1 To enable the Appellant and the Respondents to putforth their arguments in person, a hearing was held before the Electricity Ombudsman on 8-11-2016.

7.2 Thiru Shekhar Murthy, the Appellant herein attended the hearing and putforth his arguments.

7.3 Thiru Murali, Executive Engineer, the Respondent herein has attended the hearing and putforth his arguments.

8.0 Arguments putforth by the Appellant on the hearing date:

8.1 The Appellant reiterated the contents of the appeal petition.

8.2 The Appellant argued that Meter seals are intact and there was no damage in the meter. Hence, the consumer shall not be penalised for the burning of meter.

8.3 The Appellant argued that as the meter seals are intact the consumer cannot be said to be responsible for the burning of the meter. The Appellant informed the meter installed in his service connection is Landys and Gys make. As the line man who came to inspect the burnt meter has commented that there was many burning case in the above make meter, the Appellant argued that the burning may be due to the poor quality of the meter.

8.4 The Appellant also argued that the Respondent's has not provided any evidence to establish that the burning of meter is due to the fault of the consumer.

9. Arguments putforth by the Respondent:

9.1 Thiru Murali, Executive Engineer/Guindy, the Respondent herein has reiterated the contents of the appeal petition.

9.2 The Executive Engineer argued that as per regulation 7(10) (ii) of the Supply Code, safe custody of the meter is the responsibility of the consumer and the consumer has to bear the cost of replacement of meter due to damage. As the meter has burnt, the consumer is liable to pay the replacement cost.

9.3 The Executive Engineer also argued that if the burning is due to incoming supply like high voltage or voltage fluctuation then such failure would have been noted in other meter fed by the same feeder/Distribution transformer. But no burning of meter is noticed in that area. Hence, the burning of meter is not due to the supply. The burning may be due to mistake in the wiring or overload in the consumer premises.

10. Written argument of the Appellant :-

10.1 The Appellant furnished the following in his written argument dated 14.11.2016

i) Overload inside my House, as alleged by the Respondent : In this case, to establish this, the respondent agreed to give the said meter memory downloaded Max Current faced, during the said period. Respondent agreed to try to locate the meter, get the download and submit the certified report to Ombudsman and the appellant. Testing and report to be made by an independent Govt. Approved agency like ERDA, ETTDC Taramani, or equivalent.

ii) The burning of the said meter could also be due to the loose connections at the meter Terminals / Terminations.

I now submit that, this condition is also attributable to TANGEDCO. I attach a copy of a letter dated 02 Oct 2015, to AE/NDM Manapakkam. You will notice, on perusal, that ref fixing of the meter done by TANGEDCO staff. Subsequently during Jan 2016, the meter was refixed at a lower level by TANGEDCO Staff again. It might have happened that terminations were not fitted properly by the Tangedco Staff. On 01/02/2016, the staff took the reading. He did not notice any burning. Then, during next billing cycle, he came on 2.04.2016. He noticed burning of the meter and no display. Between 1st Feb 2016 and 1st April 16, which date meter stopped functioning is not known. This could also be down loaded from Meter's memory.

3) Any how, the meter burning due to loose connection is SOLELY ATTRIBUTABLE to TANGEDCO, as I as a consumer DID NOT Touch the meter, proven by seal intact condition.

10.2 The Appellant has furnished the following in his written argument dated 30.12.2015.

i) The said meter is not fully burnt, as alleged by TANGEDCO. It has continued to work, only the display was not coming. I was getting the supply through out. The meter reading staff only told me, on 01 Feb 16, that he is not seeing the reading and the meter is partially burnt near the terminals. Hence Tangedco's submission is not valid.

ii) TANGEDCO has mentioned the cause of meter burning only due to two reasons 1. High Voltage 2. High Current. This also is not valid, as during 8th Nov 16 meeting with TNEO, it was jointly agreed by all parties that partial burning may also be due to loose connection. Hence this point of Tangedco is also not valid.

iii) No high Voltage in other service connections – Accepted.

iv) Tangedco has, at this point, unilaterally concluded that meter burnt due to over current. No evidence (Smart Meter Memory download, of the current versus time, as per the testing on the said meter by ERDA or ETDC Taramani or equivalent agency NOT provided, as agreed during the TNEO meeting on 8th Nov 16. Hence this conclusion of Tangedco is not valid and may please be rejected.

v) Last line of Tangedco's submission on this point "Meter fully burnt" not valid, as can be seen from the photo submitted by me and also due to the fact that I was getting the supply all along. Hence this point of Tangedco is not valid and may please be rejected.

vi) It is not clear how Tangedco is concluding that meter got burnt on 01Feb 2016, the day Tangedco staff came to record the reading. No evidence (again download of meter data) has been provided. The display might have damaged, within few days of lowering the meter and after the reading on 01Dec 15. Hence this point of Tangedco has also to be rejected.

11. Written argument of the Respondent

11.1 The Respondent has furnished the following in the written argument dated 27.12.2016.

i) In static meter down load is possible only on healthy or minor defective meters and the parameters could not be down loaded in the fully burnt meter.

ii) Cause of meter burnt is possible only two kind of factors,

a) Over Current

b) High Voltage

iii) In case any High Voltage in the TANGEDCO LT Net work, the following service connections connected in the same pole and adjacent pole could have been burnt during the meter burnt period of complainant Thiru Shekharmurthy.

1. 261/031/380
2. 261/031/384
3. 261/031/385
4. 261/031/381
5. 261/031/383

But none of the meter fixed in the above service connection have burnt in the above period.

iv) Meter burnt due to over current not comes under TANGEDCO responsibility.

v) As per written statement given by the consumer “Meter burning due to loose connection is SOLLEY ATTRIBUTED to TANGEDCO” has not acceptable one, since if the meter burnt due to loose connection of terminal connection, terminal only get melted. Whereas as per consumer photograph shows the meter is fully burnt.

vi) Further it is submitted that as per consumer’s written arguments the meter board shifted from higher level to lower level during October / 2015, at the time TANGEDCO person giving loose connection also not acceptable one. If the connections are loose in terminals, the meter terminal might be burnt immediately or after few days, but the meter is in good condition from Oct/2015 to Feb/2016.

vii) From the above circumstance, it is submitted that, it is sure the meter might be burnt due to over load beyond its rated capacity to a particular period and the occurrence is fully responsible to consumer end. Hence, the cost collected due to meter burnt comes as per Tamil Nadu Electricity Regulatory Commission regulations.

12. Findings of the Electricity Ombudsman:

12.1 On a careful consideration of the rival submissions the issue to be decided is whether the meter burning is due to the fault of the licensee or the consumer ?

12.2 The Appellant furnished the following arguments

(i) The meter seals are intact and there was no disturbance in power supply and there is no interruption of power supply noted due to burning of meter. Hence, argued that the consumer is not responsible for the above and he should not be penalised.

(ii) The Respondent have not produced any proof to support their argument of no high voltage or voltage fluctuation in the above area and there is no evidence to confirm that there is no such failure in any services of that area.

(iii) As per the statement of the lineman who observed the burnt meter, the Landys and Gyr make meter has burnt in many places. Therefore, the burning may be due to poor quality of the Landys & Gyr make meter installed in his service.

(iv) The Respondent has not produced the downloaded details to establish the overload in the service connection.

(v) The burning may be due to loose connection at the meter terminal. The meter was refixed at lower level by the EB staff during January 2016. The terminals would have been not fitted properly by TANGEDCO Staff on 1.2.2016 while taking reading, no burning of meter was observed but on 2.4.2016, while taking reading, the burning of meter was observed. Therefore, it could be any day between 1.2.2016 to 2.4.2016, the burning could have occurred. The loose connection shall be solely attributable to the TANGEDCO.

(vi) The meter is not completely burnt as alleged by TANGEDCO only the display was not coming and the meter is partially burnt near the terminals.

12.3 The Respondent has putforth the following arguments.

(i) As per regulation 7(10)(ii), the safe custody of the meter is the responsibility of the consumer and the cost of replacement has to be met by the consumer. As the meter has burnt it is the responsibility of the consumer to bear the replacement cost.

(ii) The Appellant has stated that there was no disturbance and interruption of power supply during the billing period, hence, the occurrence is not due to TANGEDCO.

(iii) The cause of meter burning is due to two factors (Viz.,) (a) Over current & (b) Over voltage.

(iv) In case of any high voltage in LT network of TANGEDCO, the following service in the same pole and adjacent pole could have been burnt during the meter burnt period of the Appellant. Thiru. Sekhar murthy

(a) 261-031-380

(b) 261-031-381

(c) 261-031-383

(d) 261-031-384

(e) 261-031-385

But there was no burning of meter in the above services in the said period.

12.4 If the meter is burnt due to loose connection of terminals connections, the terminal only get melted whereas the meter is burnt completely as per the photograph shown by the consumer.

12.5 If the connections are loose in the terminals, the meter terminal might burnt immediately or after a few days, but the meter is in good condition from October 2015 to February 2016. The meter might be burnt due to overload beyond its rated capacity to a particular period and the above occurrence is fully responsible to consumer side fault.

12.6 As the respondent has cited regulation 7(10) of the Supply code, the relevant regulation is extracted below:-

“7. Installation of Meter

XXX XXX XXX XXX

(10)The procedure to be followed for replacement of defective/ damaged/ burnt meter shall be as follows:

(i) It is the responsibility of the Licensee to replace all defective meters ²[belonging to the licensee] at his cost.

(ii) Since the safe custody of the meter is the consumer’s responsibility, replacement of meter due to damages shall be at the cost of consumer.

(iii) The cost of replacement for burnt meters shall be met by the Licensee unless it is proved otherwise that the burning out is due to the fault of the consumer.

(iv) When the meter is owned by the consumer and becomes defective / damaged or when the meter is burnt due to the fault of the consumer, it is the responsibility of the consumer to replace the meter by a healthy one, if he elects to continue to have his own meter. Otherwise the Licensee shall replace the meter and enter into an agreement for hire and collect the specified deposits”

12.7 The case on hand is replacement of a burnt meter therefore the regulation 7(10) (iii) is applicable. On a careful reading of the said regulation 7(10)(iii) of the Supply code, it is noted that the cost of replacement of meter shall be met by the licensee unless it is proved otherwise that the burning out is due to the fault of the consumer. Hence, the regulation stipulates that the cost of meter could be collected from the consumer only if the burning is due to the fault on the part of the consumer.

12.8 As per the arguments of the parties, the burning may be due to

(1) high voltage

(2) Over current

(3) loose connection

12.9 The Respondent argued that in case of high voltage in the LT network of the licensee, the services that are connected to the same pole and adjacent pole could have also been burnt along with the meter installed in the Appellants service. But no such burning of meter has happened in any of the services connected in the said poles. The respondent have mentioned the service connection numbers also in support of the above argument.

12.10 The above is a valid argument. As there was no such burning meter in the service connections attached to the same and adjacent poles, it is established that the cause of burning of meter in the Appellant's service connections is not due to high voltage or due to incoming supply from the network of the licensee. The same was accepted by the Appellant also in letter dt.30.12.2016.

12.11 The Appellant argued that his meter was refixed by TANGEDCO's staff during January 2016. The terminals could have been not fitted properly by the staff. This might have caused loose connection and burning of meter.

12.12 The respondent has not accepted the above due to the following.

(i) If there is a loose connection at the meter terminal, then terminal only get melted, but as per the photograph shown by the consumer, the meter has fully burnt, (ii) The TNEB staff will give meter connection properly and will not connect the meter with loose terminal connection while shifting the meter from higher level to lower level.

(iii) The meter board shifting from higher level to lower level was said to be done during October 2015. But meter was in good condition upto February 2016. If the meter terminals are loose, the terminals would have burnt immediately or within a few days of loose connection.

12.13 In this regard, the argument of the Respondent that if at all any loose connection in the terminal, the terminal might have burnt within a few days seems to be logical. As per the Appellant's letter dated 2.10.15, the meter was pulled out from the Board while operating a JCB for metro water works on 24.9.2015 and the meter was refixed at a higher level by EB staff. The Appellant gave a representation on 2.10.15 to lower the meter. But there is no record in the consumer ledger for any payment of shifting charges. The date of shifting of the meter is also not indicated. However, the Appellant informed in his letter dt.14.11.2016 that it was done during

January 2016. The next reading was taken on 1.2.2016. During the above reading time no burning was noticed only in the next assessment (ie) on 1.4.2016, the burning of meter was noticed. Therefore, the burning of meter would have occurred between 1.2.2016 and 1.4.2016.

12.14 The consumer letter was dated 2.10.2016 and there was a remark in the letter “done in November” Even assuming the shifting was done during January the loose connection would have caused burning or burning marks in the terminal of the meter before the next reading (i.e.)1.2.2016.

12.15 The argument of the Respondent that burning of the terminal Block of the meter, or the burning of meter would have been within a short period if it is due to the loose connection seems to be reasonable and therefore it is acceptable to me. Hence, the burning of meter due to loose connection is ruled out in this case.

12.16 The next reason is due to over current. The over current may cause failure/burning of internal parts of the meter. Over current through meter could be due to the consumer load or any temp short/earth fault etc in the consumer circuit. Therefore, the burning may be due to over current Hence, the charges for replacement of the burnt meter has to be collected from the consumer.

13. Conclusion:

13.1 In view of my findings in para 12 above, I am unable to interfere with the order of the CGRF of the Chennai Electricity Distribution Circle / South.

13.2 With the above findings, AP No. 63 of 2016 is finally disposed of by the Electricity Ombudsman. No Cost.

(A. Dharmaraj)
Electricity Ombudsman

To

1) Thiru. Shekar Murthy,
Plot No. 26, C.R.R. Puram,
L&T Colony, II Main Road, Manapakkam,
Chennai – 600 125.

2) The Executive Engineer O & M Guindy,
Chennai Electricity Distribution Circle / South - I,
TANGEDCO,
110 KV, S.S. Complex, K.K. Nagar,
Chennai – 600 078.

3) The Chairman,
(Superintending Engineer),
Consumer Grievance Redressal Forum,
Chennai Electricity Distribution Circle/South-I,
TANGEDCO,
110 KV, S.S. Complex, K.K. Nagar,
Chennai – 600 078.

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

5) The Secretary,
Tamil Nadu Electricity Regulatory Commission,
19-A, Rukmini Lakshmi pathy Salai,
Egmore,
Chennai – 600 008.

6) The Assistant Director (Computer) – **For Hosting in the TNEO Website.**
Tamil Nadu Electricity Regulatory Commission,
19-A, Rukmini Lakshmi pathy Salai,
Egmore,
Chennai – 600 008.