



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. 2 of 2023**

**BY RPAD**

Thiru B.S. Sanjay,  
No. 3051/A, 4<sup>th</sup> Street,  
13<sup>th</sup> Main, Z Block, Shanthi Colony,  
Anna Nagar, Chennai – 600 040.

..... Appellant  
(Thiru B.S. Sanjay)

Vs.

The Superintending Engineer,  
Chennai Electricity Distribution Circle/West,  
TANGEDCO,  
Thirumangalam 110/33/11 KV SS Complex,  
Anna nagar, Chennai - 600 040.

.... Respondent  
(Rep. by Thiru R.K.Narasimhan, EE/MRT/West)

**Petition Received on: 03-01-2023**

**Date of hearing: 16-03-2023**

**Date of order: 06-04-2023**

The Appeal Petition received on 03.01.2023, filed by Thiru B.S. Sanjay, No. 3051/A, 4<sup>th</sup> Street, 13<sup>th</sup> Main, Z Block, Shanthi Colony, Anna Nagar, Chennai – 600 040 was registered as Appeal Petition No. 02 of 2023. The above appeal petition came up for hearing before the Electricity Ombudsman on 16.03.2023. 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 excessively billed Current consumption charges and seek compensation for the hardship faced.

### **2.0 Brief History of the case:**

2.1 The Appellant has stated that for the month of June 2020 and August 2020 his cc bills were extremely high and requested the Respondent to revise the bill.

2.2 The Respondent has stated that from the downloaded data of MRT, it has been ascertained that there were no abnormalities and the meter is in good condition.

2.3 Since the grievance not settled with the Respondent the Appellant has filed a petition with the CGRF of Chennai Electricity Distribution Circle/West on 05.11.2022.

2.4 The CGRF of Chennai Electricity Distribution Circle/West has issued an order dated 27.12.2022. 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/West issued its order on 27.12.2022. The relevant portion of the order is extracted below: -

**“Order: (Operative portion)**

*As per the above findings, meter in service connection No.161-013-257 is in good condition and no abnormalities were noticed as per the MRT meter data downloaded report. Hence, the forum directs the petitioner to pay the outstanding dues to get the service reconnected.*

*Further, it was noted from the downloaded report that the petitioner has consumed the energy after disconnection of service. Hence the Respondent is hereby directed to make necessary arrangement to collect the amount applicable for illegal restoration of disconnected service as per the rules in force.*

*A compliance report shall be submitted to the forum within 4 weeks from the date of receipt of this order.*

*With this, the petition is disposed of.”*

#### **4.0 Hearing held by the Electricity Ombudsman:**

4.1 To enable the Appellant and the Respondent to put forth their arguments in person, a hearing was conducted on 16.03.2023.

4.2 The Appellant, Thiru B.S. Sanjay attended the hearing and put forth his arguments.

4.3 On behalf of the Respondents, Thiru R.K.Narasimhan, EE/MRT/West of Chennai EDC/West 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 stated that before CGRF, he had petitioned that 2 bills (June'20 and Aug'20) were extremely high (almost 40 times average) and also claimed that meter on service was taken away without following rules 27(1) procedure, without intimation to him. So he has claimed compensation for 3 months for the hardships he has faced.

5.2 The Appellant has stated that CGRF in its order has not given any relief as it has asked petitioner to pay full amount. Further it has ignored the procedure of meter removal by the Respondent. Also CGRF is raising false accusation in its order that petitioner connected and used power illegally and directed more units to be charged in addition to arrears demand as per DC.

5.3 The Appellant has stated that with reference to the CGRF order he hereby submitted his contention that there has been unrealistic spike in meter which may be due to many factors. Proof of spike is attached, also average of 16 years in always 700 Rs/bill. The Appellant stated that as per online consumer ledger though it was mentioned as Service connection was disconnected but on ground TNEB meter was

connected till mid of 2022 and subsequently without notice meter was taken away, which petitioner was not aware. The Appellant claimed that he has given due complaints to Respondent and also mentioned the required proofs of claims made by him are all attached herewith

5.4 under this circumstances the Appellant claimed that he seeks relief from 1) cancellation of 2 over billing cc charges 2) Quashing of CGRF observation of illegal use 3) Cancellation of CGRF demand for units after DC billing in Bulk 4) Compensation of 1 lakh rupees for hardships suffered by petitioner.

5.5 The Appellant has stated that June 20, he had received approximate bill 23,000/- (since no AC in home, his average bill is 700 Rs-which was not in short period but for last 16 years where he was staying in this flat. But he had average cc bills only around Rs 700-800. The highest bill paid by him only Rs 1000 Rs which was a rare occasion. Hence there is no logical or practical reason for having sudden bill of about 35-40 times more.

5.6 The Appellant further stated that though his house was locked he had received his next bill for July 20 for Rs.3034/- The Appellant claimed that this shows clearly meter was running abnormal during Corona period. The Appellant asserted that permission was needed to go out of State during corona period. On obtaining the same by June 20, he had left city by June 2nd week & closed the house from June 20 onwards however he had received bill for closed house for Rs 3024 in August 20. The Appellant argued that how can a closed house received a bill of around Rs.3000/-?

5.7 The Appellant has stated that even in meter analysis conducted it shows abnormal jump in load KW in the same period as high bills received. Note: rows 11-13 in meter analysis table included in CGRF order.

5.8 The Appellant has stated that meter misbehave event was February 20 to July 20, But CGRF on their finding claiming that Meter testing report is showing okay as per the report of 5th October 22 which was almost 28 months after occurrence of

meter misbehavior event. The Appellant argues that after more than 2 years this Meter testing report cannot be ascertained as a correct report where any issue which could have caused this jump. Hence the Appellant argued that the benefit of doubt should go to him. Further the Appellant argued that several other factors may also be responsible for this jump. The Appellant claimed that as per enclosed annexure note 3, that Licensee own employee had admitted that 4 out of 5 tamper events were due to common earth, disconnected neutral & other factors, especially when new electronic meters are put in old buildings with old wiring & which was not due to consumer. The Appellant stated that the above mentioned fact was also according to MRT analysis Lab by TNEB own Employee. So TNEB can only be sure if they had taken immediate action of checking the event at premises to reach its decision. But this fact was not considered on his case. Many experts have stated that high billing may be due to several other factors, not necessarily meter fault. The Appellant argues that disconnection itself by TNEB was not according to its own process as mentioned in its own order, the mandatory written notice period of minimum 15 days was not given, as stated in Rule 27(11). The Appellant claim that first of all the disconnection done by TNEB on his premises was also not valid and argued that rest of the subsequent actions was also not followed by TNEB. Hence the Appellant has stated that this fact has to be noted. Further the Appellant claimed that the dispute of his bill period was also CORONA period, if at all he had received any intimation, he would have taken due actions.

5.9 The Appellant insists to declare TNEB action of removing meter was without proper process. His service Meter was taken away without mandatory notice as per TNEB code 21(7), DC. Hence the Appellant claimed that the action of Respondent was null and void, and seeks 1 lakh compensation for the hardships met. Further the Appellant mentioned the following in his prayer

- a. TNEB need to prove by showing the actual physical meter disconnection and the written order if any issued to (him) consumer. The document of proof for having deposited meter in its custody as per DC date shown in its online website.

- b. 1 Lakh INR Compensation for 3 months no power, hardships faced meter taken away without mandatory notice as per TNEB code 21(7), petitioner came back to home only to see no power, stranded with no recourse available.
- c. Below Chronology of events and harassment faced by the Appellant for the last 3-4 years. His Current issue mentioned was just a carryover of his hardship from the last issue. The Appellant claimed that the Chronology of events were necessary to understand TNEB inactions and always at fault in lines.
- d. Mar-20 Earlier meter faulty year 2019- got Rs 52,000 INR bill and He fought with the Respondent to get meter analysis by more than 1.5 years & TNEB replaced meter (owning it as faulty) new meter put on 10th Feb 2020. First bill cycle was March 2020. However no reading was taken by TNEB. Because due to corona across Chennai – Hence This was not at all consumer fault but lapse on part of TNEB.
- e. June 20-received bill for Rs 23,000 (since no AC in home and his average bill was Rs 700 for last 16 years where he stayed in this flat, but highest Rs 1000 which was rarely happened).
- f. June 20 he had left city June 2nd week & closed house. June 20 onwards received bill of Rs 3024 in August 20.
- g. August 20 he had given due complaint to AE. The first complaint was August 20 (had received acknowledged seal copy)-no action taken
- h. Dec '20 not one but 3 online complaints made by him to TNEB but no action
- i. Online shows-disconnected on website 30.12.20 & But no bills received by post this (note to say no disconnection in ACTUAL on ground, meter remained at service till mid-2022, when it was removed, no knowledge of consumer !!)
- j. August 21-March 22 he had given complaints again. August 21 (acknowledgement seal copy) & again in March 22- But no action taken.
- k. All this time meter connection was available not removed & All the above shows that he had made so many attempts to get TNEB to check the problem for 18 months.

- l. As mentioned- he came back to house Oct 22 from out of station, & saw without notification or intimation, Meter had been taken away and noticed to see no power.
- m. The Respondent tested meter after 28 months subsequent to misbehavior events of meter. .
- n. checked with AE but no proper answer and hence filed complaint to CGRF on 5<sup>th</sup> Nov 22.

5.10 The Appellant has stated that TNEB needs to prove by showing actual physical meter disconnection order and order date with proof of meter had been deposited in its custody. Since meter was not physically disconnected till mid-year 2022, How TNEB/CGRF raises this false charge? The CGRF member should be asked how they had come to this conclusion without checking their own records, and how such accusations was included in its order. This should be construed as further harassment by TNEB. Since customer has never touched any part of meter on his own, never connected on his own.

5.11 The Appellant has stated that claim period is 01.06.20 & 01.08.20. Now TNEB/CGRF order claiming another units payment post 2 years of initial claimed arrears on which DC was done, which is not valid (The code rule chapter 3) RC can be done only based on claimed amount. No other amount may be claimed by TNEB especially after 2 years from original claim. When meter reconnected it was showing 7186 on 27.12.22 almost 2400 units more than as recorded 4670 (refer TNEB own last reading in cycle 30.12.20). when meter was shown disconnected online after DC on 30.12.20 no reading taken, reading was hidden by TNEB, proof annexure Actual meter bi-month usage may be checked by meter analysis for period 30.01.20 to till meter was physically removed. Most months his consumption would be zero or below minimum free units because his house was closed maximum times during this period, and closed periodically every month throughout years 2021-22.

## **6.0 Arguments of the Respondent:**

6.1 The Respondent has submitted that the service connection No.161-013-257 stands in the name of Thiru.R. Rex under tariff LA1A. The petitioner /tenant have

represented that abnormally high amount claimed for the billing period from February 2020 to August 2020. Hence, the stored data in the meter was downloaded and sent to MRT to ascertain the healthiness of the meter and its correctness of recordings. From the downloaded data, the MRT has ascertained that there are no abnormalities and the meter is in good condition. Further, on comparing the recorded data and consumer ledger data, it is found that the PMC was adopted for the month of 03/2020 for 360 units.

Subsequently for the month 5/2020 assessment amount is arrived at as follows:

Amount calculated for 5/2020 after PMC KWH reading of 5/2020 – 3/2020 $3930 - 0 = 3930$ units	
Assessment reading for one bi-month $= 3930/2 = 1965$ units	
Amount for 1965 units = 11449/-	
Total assessment amount for 2 bi-months $= 11449 * 2 = 22898$	Rs.22898/-
Less: Amount already paid during PMC (360 units)	Rs.710/-
Net amount to be billed for 5/2020	Rs.22188/-

6.2 The Respondent has submitted that it is concluded that the CC charges were claimed as per the recordings in the meter only, and the meter condition is also good as per the MRT report. Further, the consumer, vide letter dt.9/7/2020 has informed that as per the AE advise, the internal wiring of his premises was also checked by him and found to have no issues. It may also be noted that the disputed meter is being utilized till date. Hence, it is construed that there might be an increased consumption during the said period which may be due to the first wave of COVID lockdown. Hence, no deviation had occurred, and thus no excess billing had been made.

6.3 The Respondent has submitted that only based on the consumer's representation regarding excess billing, the meter data was downloaded and obtained the report vide letter dated 22.02.2022 wherein it was ascertained by the MRT that the meter is in good condition and no abnormalities were noticed. Subsequently, the consumer was informed orally that there is no deviation in the bill claimed for the period 05/2020 & 07/2020 and the petitioner was informed to pay the



pending dues so as to reconnect the service, which was disconnected on 30.12.2020. Even after communicating the healthy status of the meter the petitioner has not come forward for reconnection by paying the pending dues in service connection no.161-013-257 till 12/2022 and had been utilising the supply. Further, as per the regulation, the due date for paying the CC charges is 5 days from the date of assessment entry and 15 days is a clear notice period prior to disconnection for non-payment. Since, the petitioner has not paid the CC charges due to the Licensee beyond the notice period, the supply of electricity to the consumer to be discontinued forthwith without further notice. Hence, the meter was removed as per the disconnection process for non-payment of CC charges. Further, it may be noted that the disconnection entry was made in service connection only after the lapse of notice period. Hence, no separate notice is required to be served contested by the petitioner for charges of electricity due from him to Licensee.

6.4 The Respondent has submitted that the service was disconnected on 30.12.2020. It is viewed from the MRT report that for the period from 01.12.2020 to 01.12.2021, the reading recorded in the meter is only 4675 KWH, which implies there was no consumption during the said period as the service was disconnected on 30.12.2020 for not having paid the CC charges for the months of 05/2020 and 07/2020. But there was consumption recorded in the meter for the period from 02.12.2021 to 01.02.2022 about 456 units after disconnection. Even after communicating to the petitioner that the meter was in good condition, the petitioner had not cleared the outstanding dues in the service connection till 12/2022 and had been utilizing the supply. However, based on the consumer representation, the meter data was once again downloaded and report obtained from the MRT vide letter dated 06.03.2023 wherein the MRT wing has once again concluded that there is no abnormalities noticed in the meter. It has also been stated by the MRT that the service was not physically disconnected. In spite of having disconnected the service by the Licensee on 30.12.2022, the service had been made live (as reported by MRT, a physical connection was there) and utilised by the consumer during the DC period 30.12.2020 to 27.12.2022 which resulted in an increase in consumption after the disconnection of the service.

Meter make	Avon
Sl.No.	8213241
Phase	Three phase 10-60A
Name of the consumer	Thiru R.Rex
Complaint given	High Consumption

As per downloaded data				As per consumer ledger			
Sl.No.	Date	KWH	KVAH	KW	Date	KWH	KVAH
1	(Reading as on) 03-03-2023	7452	8644	1.1	-	-	-
2	01-02-2023	7296	8475	1.2	-	-	-
3	30-01-2023	7290	8467	1.2	30-1-23	5070	-
4	28-12-2022	7190	8351	0.4	27-12-22	4675	-
5	01-12-2022	7186	8346	0.4	30-12-20	(RC) DC	-
6	01-10-2022	7008	8154	1.5	30-11-20	4670	-
7	01-08-2022	6486	7564	2.5	30-9-20	4650	-
8	01-06-2022	5969	6960	1.1	30-7-20	4620	-
9	01-04-2022	5625	6539	3.3	29-5-20	3930	-
10	01-02-2022	5131	5926	1.7	-	-	-

6.5 The Respondent has submitted that the petitioner has paid the outstanding dues only during 12/2022. The consumer has to pay the full payment and charges for the work of disconnection and reconnection to get the service reconnected as per regulation 14 (5) of the TNE Supply Code. Accordingly, the reconnection charges had been collected as per the rates specified by the TNERC and they are valid.

6.6 The Respondent has submitted that the amount paid by the petitioner on 27.12.2022, which were outstanding dues towards CC charges for the months of 03/2020, 05/2020 & 07/2020 which were arrived at prior to the revision of tariff. Further, it may also be noted that the petitioner accepted that there had been consumption between 12/2020 and 10/2022. Further, the forum had directed the Respondent to collect the pending outstanding dues to get the service reconnected. However, it is viewed from the consumer ledger that the amount has not been collected as per the recordings of the meter as on 27.12.2022. Hence, necessary

explanation has been called for from the concerned for not having collected the amount as per the recordings while reconnecting the service.

6.7 The Respondent has submitted that after fixing the new meter, from the downloaded report, it is found that demand was recorded as 8.4 KW for the month of 05/2020 and 8.5 KW for the month of 07/2020 and no abnormalities were found in the meter. It is noted that the disputed period was under COVID lockdown, and most of the people had worked from home, utilising electronic gadgets like laptops and desktops and attending online meetings. Further, the CC charges for the month of 05/2020 were calculated after PMC, which is for 2 bi-monthly and it is in order with the MRT report.

6.8 The Respondent has submitted that the MRT is the competent authority to check the data recorded in the meter for any sort of dispute raised by the consumer in respect of complaints like high consumption, excess billing, etc. In this case, based on the petitioner's representation, the data from the meter disputed by the petitioner was downloaded during February 2022 and obtained the report wherein it was ascertained by the MRT that no abnormalities were noticed in the meter. In case of any disputes with physical wiring / neutral connection/phase reversal / earth connection as reported by the petitioner, the same could have persisted all along for the entire 28 months since no physical wiring changes had been made either by the Respondent or by the petitioner and the same meter is being utilised till date. Further, the MRT report clearly indicates that the high consumption had occurred only in the months of 05/2020 & 07/2020. Further, the petitioner neither contested that the meter as defective nor challenged the status of the meter during the CGRF meeting. Hence, it is construed that there are no abnormalities in the meter as ascertained by the MRT, who is the competent authority for the Licensee to check the healthiness of the meter and its recordings.

6.9 The Respondent has submitted that the petitioner has not given any prior information to the concerned section officer that his premises are vacant. Hence, the amount claimed for the month of 07/2020 as per the recordings in the meter is found to be correct. The Respondent has once again submitted that the bill for the months

of 05/2020 & 07/2020 has been claimed as per the recordings in the meter, which are in order as per the MRT meter data downloaded report.

6.10 The Respondent has submitted that the petitioner, vide letter Dt. 09/07/2020 has informed that, as per the advice of the Assistant Engineer, the internal wiring of his premises was checked by him and found to have no issues. From this it is conveyed that the concerned section officer has responded to the petitioner's request. The petitioner was not satisfied as the findings of the meter is not what he expected and he has to pay the amount as per the recordings of the meter which is found to be in good condition. Further, based on the consumer's representation, the meter data was downloaded and obtained the report vide letter dated 22.02.2022. Thus, the Licensee has responded to the petitioner's complaint by advising him to check the internal wiring, downloading the meter data and also conveyed the status of the meter for online complaints lodged by petitioner vide nos.63067903092020 dt. 03.09.2020, 6775814122020 dt.14.12.2020 status-completed & 6775914122020 at. 14.12.2020.

6.11 The Respondent has submitted that during the CGRF meeting, the petitioner had not shown his interest in paying the outstanding amount but rather insisted on reconnecting the service connection, contesting that the CC charges claimed were high. Further, he had not discussed anything about paying the outstanding dues in installments.

6.12 Under these circumstances the Respondent has prayed to dismiss the appeal petition No.2 of 2023.

## **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 the documents submitted by them the following conclusion is arrived.

7.2 At the outset, it is understood that there was a disagreement between Appellant and the Respondent regarding electricity usage, which also centers on the meter in service and its alignment with the billing cycle.

7.3 The service connection no. 161-013-257 which stands in the name of the Thiru.R.Rex under tariff IA at Door no.3051/A, 4<sup>th</sup>Street, 13<sup>th</sup>Main Road, Z Block, Shanthi Colony, Anna Nagar, Chennai 600 040 and the Appellant has been a tenant there for the past 16 years. The Appellant has stated that during the past years he has paid an average of 700 Rs/bill and argued that the bills for the month of June 2020 and August 2020 were extremely high and hence requested the Respondent to check the meter for defectiveness.

7.4 The Respondent has stated that the meter was downloaded and sent to MRT to ascertain the healthiness of the meter and its correctness for recordings. From the downloaded data MRT has ascertained that there were no abnormalities and the meter is in good condition.

7.5 Hence I have to decide on the following.

1. Whether the Appellant's prayer for (a) cancellation of the two excessively billed bills, (b) to quash the CGRF observation for illegal use and (c) cancellation of CGRF demand for units after DC billing in bulk is tenable?

2. Whether the Appellant is entitled to a compensation of 1 lakh rupees for the hardships he has suffered?

## **8.0 Finding on the first issue :**

8.1 The Appellant has stated that he had received excessive billing and suspected that meter was abnormal from February 2020 to July 2020 and he requested to check if there was any defect in the meter. Based on the Appellant's complaint the Respondent downloaded the meter and the MRT has ascertained that there were no abnormalities and the meter is in good condition. The downloaded data was compared with the consumer ledger and found correct.

8.2 In this context, I would like to refer to Section 35 of the Indian Evidence Act, 1872, which will be 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.”*

8.3 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 healthiness of the meter and its correctness for recordings after analysing the downloaded data.

The comparison of consumer ledger and CMRI downloaded data is furnished below on 22.02.2022.

As per downloaded data					As per consumer ledger		
S.No.	Date	Kwh	Kvah	KW	Date	Kwh	Kvah
1.	(Reading as on 12.02.2022)	5235	6059	1.7	-	-	-
2.	01.02.2022	5131	5926	1.7	-	-	-
3.	01.12.2021	4675	5333	0.3	-	-	-
4.	01.10.2021	4675	5333	0.3	-	-	-
5.	01.08.2021	4675	5333	0.3	-	-	-
6.	01.06.2021	4675	5333	0.3	-	-	-
7.	01.04.2021	4675	5333	0.3	-	-	-
8.	01.02.2021	4675	5333	0.3	-	-	-
9.	01.12.2020	4675	5333	0.3	30.11.2020	4670	-
10.	01.10.2020	4675	5308	0.4	30.09.2020	4650	-
11.	01.08.2020	4675	5260	3.9	30.07.2020	4620	-
12.	01.06.2020	3963	4444	8.5	29.05.2020	3930	-
13.	01.04.2020	1034	1179	8.7	30.03.2020	PMC	-

The comparison of consumer ledger and CMRI downloaded data is furnished below on 06.02.2023

As per downloaded data					As per consumer ledger		
S.No.	Date	Kwh	Kvah	KW	Date	Kwh	Kvah

1.	(Reading as on 03.03.2023)	7452	8644	1.1	-	-	-
2.	01.02.2023	7296	8475	1.2	-	-	-
3.	30.01.2023	7290	8467	1.2	30.01.2023	5070	-
4.	28.12.2022	7190	8351	0.4	27.12.2022	4675(RC)	-
5.	01.12.2022	7186	8346	0.4	30.12.2020	DC	-
6.	01.10.2022	7008	8154	1.5	30.11.2020	4670	-
7.	01.08.2022	6486	7564	2.5	30.09.2020	4650	-
8.	01.06.2022	5969	6960	1.1	30.07.2020	4620	-
9.	01.04.2022	5625	6539	3.3	29.05.2020	3930	-
10.	01.02.2022	5131	5926	1.7	-	-	-

8.4 It is noticed from the consumer ledger, due to COVID restrictions, actual reading was not taken and the PMC (previous month consumption) was adopted for the month of 03/2020 assessment taken on 30.03.2020, which was 360 units. As per downloaded data the reading as on 01.04.2020 was recorded as 1034 units. Hence it is established that the actual energy consumed by the Appellant was not billed for the immediate assessment after fixing the meter on 10.02.2020. Subsequently for the 05/2020 assessment physical reading was taken which was 3930 units and the same was disputed by the Appellant. However from the downloaded data, the reading as on 01.06.2020 was 3963 units which clearly shows that the 05/2020 assessment is correct.

8.5 Hence as per the Evidence Act, based on the evidence provided by the MRT report, it appears that the consumer has been consistently using electricity since the installation of the new meter on 10.02.2020 and the assessment made for 05/2020 and 07/2020 are correct. The Appellant was informed of the same and was insisted by the Respondent for payment of CC charges dues. However the Appellant has not paid the pending dues but only disputed the assessment and continued to utilize the electricity. Due to non-payment, the service was disconnected on 30.12.2020.

8.6 In this regard, I would like to refer regulation 4 of TNERC supply code which is discussed below.

**“4. Charges recovered by the Licensee – The charges recovered by the Licensee from the consumer are:-**  
**(1) Tariff-related charges, namely-**

(i) *The price of electricity supplied by him to the consumers which shall be in accordance with the tariff rates as the commission may fix from time to time, for HT supply, LT supply, temporary supply for different category of consumers.”*

\* \* \*

8.7 The plain reading of the above explicitly deduces that if any electrical energy is consumed, the same has to be paid to the Licensee by the consumer. Further while availing Electricity connection, the intending consumer has to execute an agreement which will be in force until the termination of the agreement. Hence, I would like to refer to the content of the LT agreement Form-I, Sl.no.12, wherein the intending consumer has to execute an agreement by adhering to the following condition which is reproduced below.

*“I/We certify that we are aware of the above precaution and agree to abide by it.*

*I/We agree to pay to the Licensee at the applicable tariff/minimum rates/fixed charges/surcharge etc., that may be decided by the Commission from time to time.*

*I/We agree to abide under all specifications, conditions and provisions laid down in Tamil Nadu Electricity Supply Code, Distribution Code and the applicable Act, Codes, Rules and Regulations and of any modification or re-enactment thereof for the time being in force and subject to the conditions of revisions, amendments approved from time to time.”*

The Explanatory execution of the Agreement implies that the consumer should pay tariff/minimum rates/fixed charges/surcharge to the Licensee i.e., the Respondent without fail.

Further co-joint reading of the above proviso categorically declares that any consumer who enjoys the electricity should pay the charges to the Licensee.

The next issue discussed here is, what further course of action is to taken in the event of a default in payment of the current consumption charges by any consumers. In this regard, I would like to refer to regulation 21 of the TNE supply code regulations, and the relevant para is reproduced below

*“21. Disconnection of supply*

*Section 56 of the Act about the disconnection of supply in default of payment reads as follows :*

*“ (1). Where any person neglects to pay any charge for electricity or any sum other than a charge for electricity due from him to a Licensee or the generating company in respect of the supply, transmission or distribution, or wheeling of electricity to him,*



*the Licensee or the generating company may, after giving not less than fifteen clear days notice in writing, to such person, and without prejudice to his rights to recover such charge or another sum by suit, cut off the supply of electricity and for that purpose cut or disconnect any electric supply line or other works being the property of such Licensee or the generating company through which electricity may have been supplied, transmitted, distributed, or wheeled and may discontinue the supply until such charge or other sums, together with any expenses incurred by him in cutting off and reconnecting the supply, are paid, but no longer.  
xxx”*

8.8 Also, I would like to refer to regulation 14 of TNE supply code regulations, on Due dates and notice periods.

*“14. Due dates and notice periods*

*(1) The Licensee shall provide the following minimum days concerning due dates, and the notice period for payment of tariff-related electricity charges:*

*(a) For LT Services, the due date shall be not less than 5 days from the date of entry in the consumer meter card. 15 day clear notice period shall be allowed before disconnection for non-payment. A belated payment surcharge shall not be levied for LT services during the notice period.*

*(b) For HT Services, the due date shall be not less than 7 days from the date of billing. If the last day of the due date happens to be a holiday, the due date shall be extended to the next working day. 15 day clear notice period shall be allowed before disconnection for non-payment. Belated payment surcharge shall be levied for HT services during the notice period as specified in this Code.”*

*(2) In the case of Low Tension consumers who do not pay their current consumption charges as per the periods specified by the Licensee in the consumer meter card, the printed notice period in the consumer meter card shall be construed as the notice to the consumer. Payments may also be accepted during the notice period. If the last day included in the notice period happens to be a holiday, the period of notice will get extended and the last day for payment to avoid disconnection will be the next working day.*

*(3) Supply to such Low Tension consumers as specified above is liable to be disconnected after the expiry of the notice period.”*

8.9 The co-joint reading of the above provisions indicates that any consumer who defaults on payment of current consumption charges may have service disconnected after the notice period specified in the consumer meter card. Therefore in the present case, the reason for the disconnection of service connection number 161-013-257 is a non-payment of assessment charges. The Appellant disputed the 05/2020 and 07/2020 assessments. Despite making a

complaint on 09.07.2020 and subsequently on 03.09.2020, the AE replied that the PMC was made as per the guidelines of Govt. of Tamilnadu and for the month of 05/2020 actual reading was taken and entered. Hence he got the total reading from 02/2020 to 05/2020 for 4 months bill. However, as the Appellant was not satisfied, the meter was downloaded later on 22-02-22 with much delay and data was analyzed by the MRT, which ascertained that the meter was healthy and there were no abnormalities. However it was noticed that the Appellant's doubt was not addressed in time. But for such a lapse on the part of the Respondent, the licensee should not lose the Revenue for the consumed units by the Appellant. Hence on relying on Meter down loaded consumption pattern of the Appellant utilization under evidence Act, it is concluded that there was no excess billing claimed by the Respondent and the prayer of the Appellant for cancellation of the disputed billing is rejected.

8.10 The next issue pertains to whether or not to quash the CGRF observation regarding the alleged illegal use of electricity. In this context the CGRF observation is reproduced below

*“Further, it was noted from the downloaded report that the petitioner has consumed the energy after disconnection of service. Hence the Respondent is hereby directed to make necessary arrangement to collect the amount applicable for illegal restoration of disconnected service as per the rules in force”.*

8.11 The Appellant has stated that the house was closed as he left the city during the second week of June 2020. The observation recorded by the CGRF was hurting his sincerity in making payment of CC charges with licensee for which he was the residence of the service connection for the past 16 years. The Appellant has disputed the illegal Restoration claim, stating that the service was not physically disconnected and the meter remained in place until mid-2022, only being removed in October 2022. In the absence of proof for disconnection, it is understood from the MRT downloaded report there was no physical disconnection was made in the Appellant premises. Hence the observation made by the GCRF was not correct and is expunged.

8.12 The other issue raised by the Appellant is that there was excess bill and the Appellant insisted for cancellation of CGRF demand for units after DC billing in bulk. The Appellant further argued that the meter was downloaded 28 months after the meter abnormal event and this cannot be ascertained correctly whether any issue could cause any jump. Further, the Respondent MRT wing which was the competent unit to decide the issue pertaining to the status of the Meter, confirmed that the Meter under dispute was healthy. However it is noticed that the Appellant has not challenged the meter under dispute to be verified with third party NABL accredited lab as per TNE Supply Code. Hence it is concluded that the Meter under dispute is healthy and also it is to be mentioned that till date, the same disputed meter is in service with good working condition in the Appellant's flat.

8.13 According to the consumer ledger, the service was disconnected on 30.12.2020. But the officials of licensee failed to physically disconnect the service and failed to inspect the site for any check reading after the entry of Disconnection on consumer ledger card on 30-12-2020. However on verifying the downloaded data it is evident that there was no recording from 01.08.2020 to 01.12.2021. The downloaded data shows no consumption until 01.12.2021, after which consumption was recorded in the meter which indicates that the Appellant has utilised electricity without paying the CC charges dues during the disconnected period. From 01.02.2022 there was continuous consumption recorded in the meter which was also found verified again by MRT report dt 06-03-2023.

8.14 Even though the licensee officials totally failed to take prompt action at the appropriate time to verify the fact of correctness of physical disconnection, it was however established that there was usage of electricity beyond the disconnected period by the Appellant. Further it is seen from consumer ledger that even after the GCRF order to collect the amount dues from the Appellant there was total inaction to collect the dues from the Appellant, but the service was reconnected. In this context the relevant CGRF order is reproduced herewith.

*“As per the above findings, meter in service connection No.161-013-257 is in good condition and no abnormalities were noticed as per the MRT meter data*

*downloaded report. Hence, the forum directs the petitioner to pay the outstanding dues to get the service reconnected.”*

As per the consumer Ledger Card the unit recorded at the time of Reconnection on 27-12-2022 was 4675 units. But as per MRT down loaded report dt. 06-03-2023, on 28-12-2022, the units recorded was 7190 units. A vast difference is noticed between consumer ledger card and the down loaded data. The 4675 units were found in MRT down loaded report as from 01-08-2020 to 01-12-2021. Hence it was observed that there was total mistake on reading entry in the consumer ledger card for which the licensee should not lose the revenue due from the Appellant on the consumed units for his service. Hence I conclude that the Respondent is directed to collect the amount dues from the Appellant as per the Regulation 12 of the TNE Supply Code Regulations on Errors in billing.

#### **9.0 Finding on the second issue:**

9.1 The Appellant has sought Rs. 1 Lakh as compensation for the hardships faced by him. In this connection I would like to examine Rule 7(11) of the Regulations for Consumer Grievance Redressal Forum and the Electricity Ombudsman. That rule is given below.

“7. ....  
.....”

*(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 agreed, can accept the compensation prescribed by the Commission in the relevant Regulations.”*

9.2 On a careful reading of the said regulation 7(11) of Regulation CGRF and Electricity Ombudsman it is noted that in respect of grievances on non implementation of standard of performance of licensee on consumer service specified by the Commission under section 57 (1) of the Electricity Act 2003, the forum can hold that the consumer is entitled for compensation. There is no other provision for the Forum and Electricity Ombudsman to award compensation other than the above.

9.3 The Appellant has sent a letter dated 09.07.2020 addressed to AE/O&M/Anna Nagar on billing issue. But the AE/O&M has not given any reply as per regulation time. Further, the AE O&M has replied only to the online complaint dated 03.09.2020 on 15.09.2020. Hence it is noticed that Respondent failed to respond to the consumer's complaints which is a deficiency of services as per DSOP Regulations 21(6) as there was a delay of by more than two months in responding to the letter dated 09.07.2020 of the Appellant. In this regard, I would like refer regulation 17 and 21(6) of DSOP Regulations, 2004 as detailed below;

*“17. Responding to Consumer’s Complaint If any consumer makes a complaint in writing to the Territorial Engineer of the concerned licensee then, the Territorial Engineer concerned shall reply to the consumer within ten days after receipt of the letter. In case the Territorial Engineer requires to visit the site or consult any other officer to give a comprehensive reply, the Territorial Engineer shall explain to the consumer as to why a substantive response cannot be sent immediately and intimate the name address and telephone number of the Officer dealing with the complaint. The Territorial Engineer shall also ensure that a substantive response is sent to the consumer within twenty days of receiving the complaint letter.*

**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;*

S.No.	Events	Compensation Payable
1	Xxxx	
2	Xxxx	
Xxxx		
6.	Responding to consumer’s complaints	Rs.25/- for each day of delay subject to a maximum of Rs.250/-.

”

9.4 On a careful reading of the said Regulation 17, it is noted that the concerned territorial Engineer has to give reply within 10 days of receipt of the petition or within 20 days if he has to inspect the site or consult other officers to give a comprehensive reply. Further as per sl. No. 6 of the table given in Regulation 21 of DSOP regulations, the licensee has to pay a compensation of Rs.25/- per day of delay subject to maximum of Rs.250/- if there is delay in responding to the

consumer complaints. As per my findings given in para 9.3 above, there is a delay of by more than two months in responding to the letter dated 09.07.2020 of the Appellant. Therefore, I am of the considered opinion that the Appellant is eligible to get compensation of Rs.250/- for not responding to complaints as per DSOP regulation.

#### **10.0 Conclusion :**

10.1 From the findings of the forgoing paras, the Appellant's claim to cancel the excess bill claimed by the Respondent during the disputed period is rejected and the Appellant is directed to pay the amount due to Respondent for the consumed units by him.

10.2 However the order of CGRF to collect the dues from the Appellant for consumed energy substantiating its claim with the mere entry of disconnection of service in the consumer Leger card on 30-12-2020 under illegal restoration of service without proper physical disconnection made at the Appellant's service is rejected.

10.3 As per my findings in para 9 above, the Appellant is eligible to get Rs.250/- for not responding to his billing complaint letter dated 09.07.2020. Therefore, the Respondent is directed to pay the compensation amount within 30 days from the date of receipt of this order. The compensation charges of Rs.250/- shall be credited into the account of service connection No.161-013-257, before the next billing period.

10.4 A compliance report in this regard shall be furnished within 45 days from the date of receipt of this order.

10.5 With the above findings the A.P. No. 2 of 2023 is finally disposed of by the Electricity Ombudsman. No costs.

**(N.Kannan)**  
Electricity Ombudsman

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

To

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2. The Superintending Engineer,  
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3. The Chairman & Managing Director,  
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4. The Secretary,  
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