



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. 3 of 2023**

Tmt. R.Sugunareka,  
No.6, Reddiar Street,  
Sooramangalam Village,  
Pallineliyanur S.O.,  
Puducherry – 605 107.

..... Appellant  
(Tmt. R.Sugunareka  
Thiru K.Kumarappan)

Vs.

1. The Executive Engineer/ Kandamangalam,  
Villupuram Electricity Distribution Circle,  
TANGEDCO,  
110/22 KV Substation Complex,  
Villuppuram-Pondy Road,  
Kandamangalam-605 102.

2. The Assistant Executive Engineer/ Valavanur,  
Villupuram Electricity Distribution Circle,  
TANGEDCO,  
110/22 KV Substation Complex,  
Valavanur, Viluppuram-605 108.

3. The Assistant Engineer/ O&M/Motchakulam,  
Villupuram Electricity Distribution Circle,  
TANGEDCO,  
No.1/210, Pillaiyar Koil street, Siruvanthadu,  
Mokshakulam-605 105.

..... Respondents  
(Thiru M.Sivaguru, EE/ Kandamangalam  
Thiru S.Prasanna, AEE/ Valavanur  
Thiru R.Mansoor, AE/O&M/Motchakulam)

**Petition Received on: 04-01-2023**

**Date of hearing: 23-03-2023**

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

The Appeal Petition received on 04.01.2023, filed by Tmt. R.Sugunareka, No.6, Reddiar Street, Sooramangalam Village, Pallineliyanur S.O., Puducherry – 605 107 was registered as Appeal Petition No. 03 of 2023. The above appeal petition came up for hearing before the Electricity Ombudsman on 23.03.2023. 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 reconnect the agricultural service connection No.445-010-20 which was disconnected during 17-08-1990.

**2.0 Brief History of the case:**

2.1 The Appellant has prayed to reconnect the agricultural service connection located at Periyeri under Motchakulam section.

2.2 The Respondent disconnected the service stating that the Agriculture CC bills have not been paid by the Appellant. Hence, the Appellant has filed a petition with the CGRF of Villupuram Electricity Distribution Circle on 19.10.2022.

2.3 The CGRF of Villupuram Electricity Distribution Circle has issued an order dated 07.12.2022. 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 Villupuram Electricity Distribution Circle issued its order on 07.12.2022. The relevant portion of the order is extracted below: -

"மன்றத்தின் தீர்வு:

மேற்கண்ட மின் வாரியத்தின் விதிமுறைகள் மற்றும் நிபந்தனைகள் விதிகளின் கீழ் துண்டிப்பு செய்யப்பட்ட விவசாய மின் இணைப்புகளுக்கும் குடிசை மின் இணைப்புகளுக்கும் மறு மின் இணைப்பு காலக்கெடு எதுவும் குறிப்பிடவில்லை . விவசாய மின் இணைப்புகள் மற்றும் குடிசை மின் இணைப்புகள் ஆகியன ஒப்பந்த பிணைமுறிவு காலத்திற்குள் நிலுவைத் தொகையினை செலுத்தி மின் இணைப்பு பெற்றுக் கொள்ள வேண்டுமென அறிய முடிகிறது.

எனவே விவசாய மின் இணைப்பு எண் 20-ஐ பொறுத்தவரையில் மின் இணைப்பின் கணக்கு முடிக்கப்பட்டு நிலுவைத் தொகை முழுவதும் வசூல் செய்யப்பட்டு , மேற்கண்ட மின் இணைப்பு நிரந்தர மின் துண்டிப்பு செய்ய அனுமதி பெற்று , மின் கம்பங்கள் மற்றும் மின் பாதைகள் அகற்றப்பட்ட நிலையில் இன்றைய தேதி புகார் மனுதாரருக்கு, இம்மன்றத்தால் துண்டிக்கப்பட்ட விவசாய மின் இணைப்பு எண் .20-ஐ மறு மின் இணைப்பு வழங்க இ யலாது என இம்மன்றத்தால் ஒருமனதாக தீர்மானித்து தீர்ப்புரை வழங்கப்படுகிறது.

மேலே கண்ட தீர்வுடன் இம் மனு எண் 10/2022 முடிவுக்கு கொண்டு வரப்படுகிறது. செலவுத் தொகை இல்லை."

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

4.1 To enable the Appellant and the Respondent to put forth their arguments, a hearing was conducted on 23.03.2023 through video conferencing.

4.2 The Appellant Tmt. R.Sugunareka and her authorized representative Thiru K.Kumarappan attended the hearing and put forth their arguments.

4.3 The Respondents Thiru M.Sivaguru, EE/ Kandamangalam, Thiru S.Prasanna, AEE/ Valavanur and Thiru R.Mansoor, AE/O&M/Motchakulam of Villupuram EDC attended the hearing and put forth their 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 the agricultural service connection belongs to her father. Besides her, along with other two sisters, they are 3 daughters to their

parents and are all aged around 70. Tamilnadu Electricity board vide its letter no.: AAO/WRB/RAG/A10/SC20P/90/11-90 dated 26.11.1990 served a notice of termination of agreement for agricultural service No. 20 in Periyeri informing to pay an amount of Rs.216/- within the stipulated time.

5.2 The Appellant has stated that on 02.05.1991 her late husband Mr.S.V. Ramu wrote a letter addressed to JE Motchakulam informing their readiness to make payment of all dues and requested reconnection.

5.3 The Appellant has stated that based on confirmation from the JE office they remitted all dues (Rs.577=216+216+30+50+60+5) outstanding on the date of payment, including reconnection charges, testing charges and interest, vide receipt no. 375275 dated 28.06.1991.

5.4 The Appellant has stated that on 03.12.2003 her step-son wrote a letter to the Divisional Engineer, Kandamangalam, for reconnection. On 06.07.2004, her mother wrote a letter to the then Chief Minister of Tamil Nadu, seeking his orders to the electricity department for reconnection. Filed a complaint in the Chief Minister Cell vide document no.1159725 dated 7.2.2021.

5.5 The Appellant has stated that the 1<sup>st</sup> response to all communication was only through letter 27/2021 dated 23.02.2021, copy of which was handed over to them during September 2022. They did not receive this letter, but be that as it may this is the first response from the department.

5.6 The Appellant has stated that they approached Consumer Grievances Redressal Forum vide their petition 10/2022 dated 19.10.2022. CGRF order no: 660/22 dated 07.12.2022 was received on 20.12.2022.

5.7 The Appellant has stated that the original letter AAO/WRB/RAS/A10/SC20P/90/11-90 dated 26.11.1990 mentioned the due amount as 216/- whereas amount collected was 577/- The lower forum deliberately failed to take notice and question the reason for the difference and record clear reason in the impugned order.

5.8 The Appellant has stated that as mentioned above Rs 577/- = Rs.216+216+30+50+60+5, this is the total of dues for 2 half yearly amount (216+216), 30 (reconnection charges), 50 (testing charges) and 65 (interest). We have provided proof of this calculation by giving a copy of a similar previous letter LE/Mo/No: 839/90 dated 21.03.1990 and corresponding receipt 352156/22.03.1990. We have done multiple follow ups requesting reconnection. The lower forum knowingly failed to take notice of this critical fact while issuing the impugned order.

5.9 The lower forum failed to take note of 17. Agreement with respect to supply: Issues on recovery of charges

*“(1) Every consumer shall pay to the Licensee, from the date of commencement of supply till the agreement is terminated, security deposit, minimum monthly charges, fixed charges, if any, and other charges as provided in the Tariff Orders, this Code and any other orders in this regard by the Commission, from time to time. However, any consumer, who has not availed of reconnection even after the expiry of termination of agreement period, the monthly*

*a) minimum charges may be limited to the date of disconnection.”*

5.10 The Appellant has stated that since the dues accruing after the date of disconnection has also been collected, this is a case where automatic reconnection should have been provided. The lower forum consciously did not go into this detail despite repeated mention in our correspondences.

5.11 The Appellant has prayed that since the entire dues have been collected (inclusive of reconnection charges) and multiple follow ups for reconnection were done, the Appellant requested the ombudsman to order reconnection with immediate effect because there is an inordinate delay on the part of the department.

5.12 The Appellant has stated that the very purpose of the lower forum's existence is to help the consumers, whereas unfortunately it chose to take the safe route by penalizing the consumer, as usual. This is the safest route because, denial will never be questioned in audits and also is the only way to avoid internal questioning within the department. The department's attitude is dangerously close to having "power without responsibility". When a consumer has paid, there should be a product or a service that should change hand automatically and this case it did not

happen even after follow up. This forum is the only hope to bring some sort of closure to what is otherwise a case that has been inordinately delayed.

## 6.0 எதிர்மனுதாரரின் வாதங்கள்

6.1 கண்டமங்கலம் கோட்டம் வளவலூர் உபகோட்டம் மோட்சகுளம் பிரிவிற்குட்பட்ட பெரியேரி மின்ப கிராமத்தில் விவசாய மின் இணைப்பு எண் :45-010-20 திரு.விஸ்வநாதன் என்பவர் பெயரில் வழங்கப்பட்டு இருந்த தாகவும், மேற்கண்ட மின்இணைப்பை கண்டமங்கலம் கோட்டம் அமைவதற்கு முன்பே நெல்லிசுப்பம் கோட்டமாக இருந்தபோது வழங்கப்பட்ட மின் இணைப்பாகும் எனவும் எதிர்மனுதாரர் தெரிவித்துள்ளார்.

6.2 மேற்கண்ட விவசாய மின் இணைப்பானது 6 மாதத்திற்கு ஒருமுறை செலுத்த வேண்டிய மின் கட்டண தொகை செலுத்தாத காரணத்தால் 17.08.1990 ஆம் ஆண்டிலிருந்து மின் துண்டிப்பில் இருந்துள்ள தாகவும், ஆதலால் 27.11.1990 நாளிட்ட கடிதம் மூலம் ஒப்பந்த பிணை முறிவு கடிதம் மின் நுகர்வோருக்கு அனுப்பப்பட்டுள்ளதாகவும், அதை பெற்று க்கொண்ட மின் நுகர்வோர் பிணைமுறிவு ஒப்பந்த காலம் முடிவடையும் 90 நாட்களுக்குள் கட்டணம் செலுத்தாத காரணத்தினால் மேற்கண்ட விவசாய மின்இணைப்பு எண் . 445-010-20 -ன் கணக்கு முடிக்கப்பட்டு நிரந்தர மின்துண்டிப்பு செய்யப்பட்டுள்ளதாகவும் எதிர்மனுதாரர் தெரிவித்துள்ளார்.

6.3 மேற்கண்ட விவசாய மின்இணைப்பிற்கு ரிய நிலுவை கட்டணம் நிரந்தர மின்துண்டிப்புக்கான கட்டணம் உட்பட ரூபாய் .577/28.06.1991-ல் செலுத்தப்பட்டுள்ளதாகவும், மேற்கண்ட வசூல் செய்யப்பட்ட தொகை கணக்கு முடிக்கப்பட்டு வசூல் செய்யப்பட வேண்டிய நிலுவை தொகையாகும் எனவும், நுகர்வோர் கூறுவது போல் மறு மின்இணைப்பு வழங்கிட வசூல் செய்யப்பட்ட கட்டணம் இல்லை எனவும் எதிர்மனுதாரர் தெரிவித்துள்ளார்.

6.4 மேலும் தமிழ்நாடு மின்சார ஒழுங்குமுறை ஆணைய மின் வ முங்கல் விதி 22-ன் படி மின் இணைப்பு துண்டிக்கப்பட்டு ஐந்து ஆண்டுகளுக்குள் விவசாய மின்இணைப்புகள் மறு மின் இணைப்பு பெற்றுக்கொள்ளலாம் என

தெரிவிக்கப்பட்டுள்ளதாகவும், ஆனால் மேற்கண்ட விவசாய மின்இணைப்பு 1991-ல் நிரந்தர மின் துண்டிப்பு செய் யப்பட்ட காரணத்தால் மேற்கண்ட விதிமுறைகள் இந்த விவசாய மின் இணைப்பை பொருத்தவரை ஏற்படையது அல்ல எனவும் எதிர்மனுதாரர் தெரிவித்துள்ளார்.

6.5 மேலும் மேற்கண்ட விவசாய மின்இணைப்பு நிரந்தர மின் துண்டிப்புக்கு அனுமதி பெற்று மின் பாதைகள் மற்றும் மின் கம்பங்கள் அகற்றப்பட்டுவிட்ட தாகவும், அதனால் புகார் மனுதாரர் விவசாய மின் இணைப்பு வேண்டும் என்றால் புதியதாக விவசாய மின் இணைப்பு விண்ணப்பம் பதிவு செய்தால் அரசு இலக்கீட்டின்படி பதிவு மூப்பின் அடிப்படையில் விவசாய மின் இணைப்பு வழங்கிட நடவடிக்கை மேற்கொள்ளப்படும் எனவும் எதிர்மனுதாரர் தெரிவித்துள்ளார்.

## **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 To determine the facts of the issues, I would like to discuss the subject in brief to understand the significance of the case gravity . An agricultural service was provided to one Thiru Viswanathan Reddiyar in Periyeri agricultural service No.20 under the Jurisdiction of Motchakulam section of the Respondents.

7.3 The service holder Thiru Viswanathan was expired on 11.02.1971 and had wife Tmt V. Thilakavathi and three daughters as legal heir. Among the legal heir one of the daughter Tmt. Sugunareka made this appeal before the Ombudsman. Since, Thiru Viswanathan, the agriculture service holder was expired on 11.02.1971, hence it is not known who is the legal heir is, for the property but it is seen that the service connection has not been name transferred after the demise of Thiru Viswanathan.

7.4 Under the circumstances, the agricultural service connection no. 20 got disconnected on 16.8.1989 due to non-payment of CC charges. Subsequently, a

termination notice was issued by கடித எண் உகஅ/வா/கெ/க4/20/90 D185 நாள் 14.3.1990. After receipt of the termination notice, Tmt. Thilagavathi ammal the wife of late Thiru Viswanathan had applied reconnection request on 14.3.1990 by authorising her brother Thiru Ramu Reddiyar to contact AE/Motchakulam. Service connection was reconnected subsequent to payment of the reconnection charges on 22.3.1990 which was well within the due date of termination notice period by paying an amount of Rs.666/-.

7.5 Again the service connection which was in the name of late Thiru Viswanathan was again disconnected on 17.8.1990 due to non-payment of six month Agriculture CC bill. In view of this, the licensee had again issued termination notice vide Lr. No. AAO/ WRB/ RA6/A10/SC20P/96 dt. 27.11.1990 by giving a three months notice period to get reconnection.

7.6 The Respondent has stated that as the Appellant failed to get reconnection within the termination period which starts from 27-11-1990, the service connection No. 445-010-20 was permanently disconnected as per Lr. No. EE/O&M/NKM/676/D.4/ 010/1991-92, dt.10.3.91 and the service connection line was permanently dismantled.

7.7 The Appellant's representative Thiru Ramu Reddiyar had made a representation on 02.05.1991 requesting for reconnection. Further they claimed that an amount has been paid vide receipt No. 375275, dt. 28.6.91 for Rs.577/- was for reconnection.

7.8 However, the Respondent countered that based on the termination notice issued vide Lr. No. AAO/WRB/RA6/A10/SC20P/96 dt. 27.11.1990, the Appellant has paid the pending CC charges for the agricultural consumption and permanent disconnection charges on 28.06.1991 and not the reconnection charges.

7.9 In this connection, the Appellant has referred section 22 Restoration of supply as follows;

***“22. Restoration of supply of electricity***



*(1) The Licensee shall restore the supply to the service immediately and in any case not exceeding twelve hours on recovery of electricity charges or such other sums together with any expenses incurred by the Licensees in cutting off and re-connecting the supply.*

*(2) In the case of a service connection remaining disconnected for six months or more the consumer's installation will be tested, revised test report obtained and the testing charges collected from the consumer before the same is restored.*

*(5) The Licensee shall restore the disconnected service before issue of termination of Agreement Notice and also during the notice period for termination of agreement on recovery of total arrears due till the date of restoration.*

*(6) When the service connection remains disconnected for non-payment of electricity charges beyond the notice period of three months, if the consumer comes forward to pay the actual dues and agrees to remit the tariff minimum charges in respect of HT services, monthly minimum in respect of LT services for the period of disconnection after termination of agreement period with re-connection charges, the Licensee may grant extension of time beyond such notice period and revoke the termination of agreement provided that the lines feeding the service connection have not been dismantled so as to facilitate re-connection of the disconnected service."*

7.10 In this context, I would first like to discuss the grounds to restore agriculture service with reference to the Rules and TNERC Regulations. The Respondent had quoted regulation 22 (1), (2), (5) & (6) of Supply Code of TNERC Regulation 2004 which has communicated vide Notification No. TNERC/SC/7/1 Dated 21.07.2004.

7.11 The Appellant claimed that he was eligible to get reconnection as per the above Regulation, but disconnection period of agricultural service No.20 was happened before the TNERC Regulation come into force i.e. during the period of 17.8.1990. Hence, what are the rules & regulations of TNEB which exists during that period will have to be examined to consider the grievance of the Appellant on reconnection.

7.12 As per the B.P.Ms.(F.B.) No.61, Administrative Branch dt. 24.12.1988 and subsequent amendments of the terms & conditions during that period was examined to the disputed claim of the Appellant which was reproduced below.

"13.11

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(c) *If the consumer of LT services except agriculture and hut services, come forward to avail reconnection during the notice period of termination of agreement, Superintending Engineers/Electricity Distribution circle are delegated with powers to permit LT consumers to avail reconnection on payment of 40% of the total arrears due to the Board Which include (1) arrears as on date of disconnection (ii) the tariff minimum and meter rent if any upto the date of payment and (ii) interest thereon upto the date of payment as down payment and the balance 60% of items (i), (i) and (iii) in ten monthly installment*

*If the consumer comes forward to avail reconnection before issue of Termination of agreement Notice, he/she should pay all the arrears due to Board in one lumpsum and no instalments will be permitted*

(d) *If the consumers of LT services except agriculture and hut services come forward to avail reconnection after termination of agreement, Superintending Engineers/ Electricity Distribution Circles are delegated with powers to revoke termination of agreement and permit the LT consumers to avail reconnection on payment of 40% of the total arrears outstanding after closing of account due to the Board.*

(e) *If the HT/LT consumers come forward to avail reconnection before issue of termination of agreement notice, he/she should pay all the arrears due to board in one lumpsum and no instalments will be permitted.*

(f) *If the consumers of disconnected services come forward for reconnection after 5 years in case of HT services and two years in case of LT services from the date of disconnection, they will be treated as new applicants and supply effected after collecting all charges applicable to a new service connection and all other arrears with BPSC/interest in one lumpsum*"

7.13 The plain reading of the above amended terms & conditions have explicitly discussed that if any consumer other than agriculture / hut service came forward for reconnection after termination of agreement which may be considered by the Superintendent Engineer subject to pay the arrears as stated above. However, if the consumers of disconnected services come forward for reconnection after 5 years in case of HT services and two years in case of LT services from the date of disconnection, they will be treated only as new applicants.

7.14 In this case, the Appellant's service connection No. 20 was disconnected on 17.8.1990 and as per the document submitted by the Respondent it is established that the termination notice was issued on 27.11.1990 and the service line was

permanently dismantled on 10.03.1991. Though the Appellant claimed that he had paid the amount of Rs.577/- on 28.6.1991 for reconnection charges along with the pending CC charges, it is seen from the respondent receipt No.375275, dt. 28.6.91 for Rs.577/- which was mentioned as arrear charges for the dismantled agricultural service and reconnection charges was not mentioned in the receipt which is acceptable to me as per Section 35 of Evidence Act, 1872. Further, the appellant has not taken any step to reconnect the service connection within 2 years. It is noticed from the arguments, the Appellant's step son had written a letter to the Divisional Engineer, Kandamangalam, for reconnection only on 03.12.2003. Further, the appellant has stated that on 06.07.2004, her mother wrote a letter to the then Chief Minister of Tamil Nadu, seeking his orders to the electricity department for reconnection and filed a complaint in the Chief Minister Cell vide document no.1159725 dated 7.2.2021. All the above correspondences are more than 10 years from the date of disconnection. Hence, the claim of the Appellant to reconnect the service by making a representation to CGRF on 19.10.2022 was not found feasible as the service connection was permanently dismantled on 10.03.1991 after issue of termination notice on 27.11.1990.

## **8.0 Conclusion:**

8.1 As per my findings in para 7.0 above, I concur with the orders of the CGRF and hence that the Appellant's claim for reconnection of disconnected service during 17.8.1990 for non-payment of agriculture CC charges is not feasible of compliance.

8.2 With the above findings the AP No. 03 of 2023 is finally disposed of by the Electricity Ombudsman. No costs.

**(N. Kannan)**  
Electricity Ombudsman

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- BY RPAD

2. The Executive Engineer/ Kandamangalam,  
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Kandamangalam-605 102.

3. The Assistant Executive Engineer/ Valavanur,  
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110/22 KV Substation Complex,  
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4. The Assistant Engineer/ O&M/Motchakulam,  
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5. The Superintending Engineer,  
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6. The Chairman & Managing Director,  
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7. The Secretary,  
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