



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. 32 of 2023

Thiru Ravi,
C/o. Oswin & Jacob Techno Legal Adviser,
BRIO Hall, No.4/23E, Kamaraj Nagar,
4th Main Road, Thiruvanmiyur,
Chennai – 600 041.

. . . . Appellant

(Rep. by Thiru N. Senthil Viswarooban, Advocate
& Thiru Franklin Stephen, Advocate)

Vs.

1. The Assistant Engineer/O&M/Nadukuppam,
Villupuram Electricity Distribution Circle,
TANGEDCO,
110 KV SS Campus, Marakkanam Road,
Murukkery, Tindivanam – 604 301.

2. The Assistant Accounts Officer,
Villupuram Electricity Distribution Circle,
TANGEDCO,
No.10, Old power house Road, Viluppuram-605 602.

3. The Executive Engineer/O&M/Tindivanam,
Villupuram Electricity Distribution Circle,
TANGEDCO,
Sub-station campus, Marakkanam Road,
Tindivanam-604 001.

. . . . Respondents

(Thiru K. Sivakrishnan, JE/O&M/Nadukuppam
Tmt.M.Kalaivani, AAO, Tindivanam
Thiru S.Sivashankaran, EE/O&M/Tindivanam)

Petition Received on: 11-05-2023

Date of hearing: 12-07-2023

Date of order: 21-07-2023

The Appeal Petition received on 11.05.2023 filed by Thiru Ravi, C/o. Oswin & Jacob Techno Legal Adviser, BRIO Hall, No.4/23E, Kamaraj Nagar, 4th Main Road, Thiruvannamiyur, Chennai – 600 041 was registered as Appeal Petition No. 32 of 2023. The above appeal petition came up for hearing before the Electricity Ombudsman on 12.07.2023. 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 set aside the audit slip No.109, dt.11.09.2018 presumed to have been the shortfall amount worked out for the period right from 01/2015 to 03/2016, on non-adoption of appropriate average in LT S/c A/c No.557-008-957 in contravention to the regulations.

2.0 **Brief History of the case:**

2.1 The Appellant has stated that he had received an audit slip for Rs.10,05,606/- shortfall amount for the period from 01/2015 to 03/2016.

2.2 Also the Appellant has stated that consumption of energy depends only on the atmospheric temperature to maintain constant desired temperature inside the premises that too during the culture period for the prawns to grow to certain level. Hence, it is really unfortunate that average consumption of energy was worked out based on the consumption of energy recorded during 01/2015 to 03/2016.

2.3 The Appellant has filed a petition with the CGRF of Villupuram EDC on 10.12.2022. The CGRF of Villupuram EDC has issued an order dated 13.02.2023. 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 13.02.2023. The relevant portion of the order is extracted below :-

“Order: (Operative portion)

மேற்கண்ட பத்தி 5 மற்றும் 6ல் உள்ள தீர்வுகளின்படி மின் இணைப்பு எண் 481-008-570-க்கு விதிக்கப்பட்ட சராசரி நிலுவைத் தொகை ரூ.7,76,508/- என கணக்கீடு செய்யப்பட்டு அதில் முறையிட்டாளர் ஏற்கனவே செலுத்திய தொகை ரூ.2,89,431/- போக மீதம் செலுத்த வேண்டியத் தொகை ரூ.4,87,077/- என தீர்மானித்து ரூ.4,87,077/-னை செலுத்த முறையிட்டாளருக்கு இம்மன்றத்தால் தீர்ப்புரை வழங்கப்படுகிறது.”

4.0 Hearing held by the Electricity Ombudsman:

4.1 To enable the Appellant and the Respondents to put forth their arguments, a hearing was conducted on 12.07.2023 through video conferencing.

4.2 On behalf of the Appellant Thiru N. Senthil Viswarooban and Thiru Franklin Stephen, Advocates of C/o. Oswin & Jacob Techno Legal Adviser attended the hearing and put forth their arguments.

4.3 The Respondents Thiru K. Sivakrishnan, JE/O&M/Nadukuppam, Tmt.M.Kalaivani, AAO and Thiru S.Sivashankaran, EE/O&M/Tindivanam 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 prayers which require relief under the Regulations for CGRF and Electricity Ombudsman, 2004 alone are discussed hereunder.

5.0 Arguments of the Appellant:

5.1 The Appellant has stated that Thiru Ravi is a law abiding citizen and a diligent consumer paying the electricity bill regularly without any default. The petitioner is a farmer running the prawn culture along the seashore to earn for his livelihood at Thirukanoor.

5.2 The Appellant has specifically stated that here the said service connection is being utilized for prawn culture. The consumption depends only on the usage of Oxygen concentrator & other units that too during certain monthly periods only but not continuously for the entire 365 days/year. The consumption of energy depends only on the atmospheric temperature to maintain constant temperature inside the premises that too only during the culture period for the prawns to grow to certain level. Therefore the consumption would not be same all the days throughout the year. It is really unfortunate that average consumption of energy was worked out for the period 01/2015 to 03/2016 based on the assumption & presumption on suspecting defectiveness of energy meter. It is pertinent to state that the service connection was a LTCT service connection with a sanctioned load 112 Kw under Tariff IIIB and the recorded demand was 40-50 Kw every month. The service connection was disconnected on 07.08.2015 for Non-payment and then reconnected on 23.09.2015 after a month on payment of arrears. On 23.09.2015 the service connection was inspected by AE and recorded as Meter Condition Normal. Then on 26.09.2015 the meter was replaced with final reading 115751 with a caption "METER CHANGED REASON: METER BURNT WITH FINAL READING". Though the meter was recording normally which could be well evident from the consumer consumption recorded and payments made, the meter was replaced for official reason but recorded as meter burnt. The consumption pattern remains normal and no abnormality observed. Again the energy meter was replaced on 13.06.2016 recorded with a caption "METER CHANGED /REASON: METER BURNT WITH FINAL READING".

5.3 The Appellant has stated that before 08.06.2016 an entry was made by AAO as if the meter was burnt. The same AAO has recorded a FR 54656. This reading clearly proves that the meter was healthy that the previous month reading was 43200. It is not known how a accounts official declared a meter as burnt that too a LTCT meter when the technocrat section officer recorded normal and in fact it was normal. To adduce the above fact, on the meter change date also, the meter has recorded properly and consumption was recorded. Previous month (5/2016) reading is 43200, on the date of AAO inspection i.e. on 08.06.2016 the reading

was 54656 and on date of meter change 10.06.2016 the reading was 55932 recorded by specialized MRT wing who is the ultimate authority to confirm FR.

5.4 The Appellant has stated that even the fact is above, to the shock & surprise of the petitioner, original bill done for the months of 01/2015 to 03/2016 were revised and an audit slip along with communication has been received to pay a hefty charges of Rs.10,05,606/- presuming to have been the average consumption for the said period knowing very well that the meter has also recorded properly the consumption before & after meter change and the consumption/reading is recorded by the TANGEDCO section officer after inspection during assessment.

5.5 The Appellant has submitted that the prawn culture depends on the climatic condition prevailing and the electricity will not be used continuously for the entire year except for certain period of months. This would prevail every year, in the earlier years & subsequent year too which could be well evident from the TANGEDCO records that power has not been utilized in a fixed manner for all the specific periods throughout the year.

5.6 The Appellant has stated that the service connection was regularly inspected by the TANGEDCO officials every month for taking reading and after thorough inspection they have recorded "Meter condition: Normal". The billing for all the months have been done as Normal and the meter was replaced as if Meter burnt and suspected would have become defective on 26.06.2015 & 10.06.2016 paving the way for this audit objection.

5.7 The Appellant has stated that nowhere meter entry was made as defective and the meter was indeed replaced as burnt with final reading. The question of audit objection or average billing does not arise as the meter is with final reading. It is pertinent to state here that the billing remains the same as if recorded in the previous years too. The above average billing/ audit objection was done with an ill intention to extract more revenue from the consumers without consuming energy. It is needless to point out here that the meter was recording properly and never ever stopped during the said period. Consumption recorded properly but varied because

of usage /less usage / non-usage which prevailed during every year. The recording of "Meter Burnt with final reading" is the truth and factual circumstances. The Audit wing has erroneously made a claim through its slip No.109 without any lots of truth or substantial evidence. Against this illegal claim & fearing threat of disconnection, He approached the Hon'ble CGRF against the exorbitant claim of electricity charges with the threat of disconnection.

5.8 The Appellant has stated that as per the TNERC Regulations, blind average should not be adopted when there are changes of circumstances and this revision of billing is in contra toto to the codes inscribed by the Tamilnadu Electricity Regulatory Commission.

5.9 The Appellant has stated that the CGRF/ Villupuram has partially allowed the appeal and directed the petitioner to pay a sum of Rs.4,87,077/- revising the original claim made by the Audit department. Though the CGRF/Villupuram categorically stated that there is no record as to state that meter test reports are available, it ought to have relied on the consumer ledger which is available and decided on merits. The Hon'ble TNEO has decided in a similar manner in AP No.89/2022, based on the consumer ledger in the circumstances of Non-availability of test report or other evidential records. Therefore this appeal is preferred before Honourable Tamilnadu Electricity Ombudsman reposing much faith that our genuine appeal would be properly considered on the wing among other.

5.10 The Appellant has stated that the Regulation 11 of Tamilnadu Electricity Supply code under the heading assessment of billing in cases where there is no meter or meter is defective clearly envisages:

"1. Where the supply is given without a meter or where the meter fixed found defective or ceased to function and no theft of energy or violation suspected, the quantity of electricity supplied during the period when meter was not installed or the meter installed was defective shall assessed as mentioned here under.

2. The quantity of electricity applied 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 HT & LT provided that the conditions in regard to the

use of electricity during the said four months were not different from the those which prevailed during the period in question.

Where it is not possible to select a set of four months, the quantity of electricity supplied will be assessed in the case of the Low Tension service connections by the Engineer in charge of the distribution ... on the basis of connected load and the hours of usage of electricity by the consumer.

In case the consumer does not agree with the assessment made by the Engineer, the matter may be referred to the next higher level officer of the licensee In case the consumer is not still satisfied, the consumer is at liberty to approach the respective CGRF of the licensee.”

5.11 Further, the Appellant stated that he got reconnection on 26-09-15 without making any dispute to save his prawn culture. The Appellant further argued that when there was final reading how it could be claimed burnt meter .Even if it is burnt meter the Respondent failed to ascertain at whose fault the meter was burnt and not taken steps on whether it is consumers side fault or Board side fault. Therefore it is not burnt meter but normal meter so they cannot claim under defective meter procedure as per supply code 11. Further the Appellant argued that two slip had been raised for the dispute claim however the respondent sought instruction to drop from the concern officials but the respondent did not furnish the test report status of the faulty meter of 26-09-2015 to take further action to the concern officials, therefore the meter in service was healthy. In view of this to set aside the audit slip no 109 dt 11-09-2018.

5.12 The Appellant has prayed to appreciate & accept the grounds of appeal, facts of the issue reliance on its own judgment in AP No 89/2022 and in the circumstances that the meter is not replaced an defective but as burnt and various regulations and judgments that billing revision for the previous year's/months should not be done in case of meter burnt.

5.13 The Appellant has prayed to accept appeal on the above among other grounds & with reference to the regulations of the Hon'ble Tamilnadu Electricity Regulatory Commission and orders of the Hon'ble TNEO in similar other cases and to direct the TANGEDCO authorities to withdraw the shortfall claimed for the period

from 01/2015 to 03/2016 on the premise of suspecting meter defectiveness and thus render justice.

The TNEO is humbly requested to direct the authorities concerned not to include the said shortfall amount in the CC Bill pending disposal of this appeal preferred as I have already paid the mandated 25% of the amount based on the order of CGRF/Villupuram and got every chance to succeed in this appeal.

6.0 Counter submitted by the Respondent:

6.1 திண்டிவனம் கோட்டம், இளமின் பொறியாளர்/இப/நடுக்குப்பம் பிரிவினர்குட்பட்ட தொழிற்சாலை மின் இணைப்பு எண்.481-008-570-க்கு (பழைய மின் இணைப்பு எண்: 462--009-616) வாரிய தணிக்கை குழுவினரால் (04/2016 முதல் 03/2017 வரையுள்ள காலங்களுக்கு தணிக்கை செய்யப்பட்டு தணிக்கை சீட்டு எண் 109 நாள் 11.09.2018-ன் வாயிலாக 01/2015 முதல் 03/2016 வரை சராசரி மின் பயன்பாடு கணக்கீடு செய்து குறைவுத் தொகையாக ரூ.10,05,606/-ஐ வசூல் செய்யுமாறு தெரிவிக்கப்பட்டதாக எதிர்மனுதாரர் தெரிவித்துள்ளார்.

6.2 மின் இணைப்பு எண் 481-008-570 ஆனது முதன்முதலில் மின் இணைப்பு வழங்கப்பட்டபோது 51 கிலோவாட் மின்பளுவுடன் NON CT யிலிருந்து CT ஆக வழங்கப்பட்டதாகவும், Non CT-லிருந்து CT ஆக மாற்ற நுகர்வோரால் கட்டணம் 2017 ஆம் ஆண்டு செலுத்தப்பட்ட பிறகுதான் CT ஆக மாற்றப்பட்டதாகவும், தணிக்கை பிரிவினரால் தணிக்கை செய்யப்பட்ட காலங்களில் இம்மின் இணைப்பு NON CT மின் இணைப்பாக இருந்தது தெரிய வருகிறதாகவும் எதிர்மனுதாரர் தெரிவித்துள்ளார்.

6.3 உதவி கணக்கு அலுவலர் திண்டிவனம் அவர்கள் 08.06.2016 அன்று இம்மின் இணைப்பை ஆய்வு செய்யும் போது மீட்டர் எரிந்த நிலையில் உள்ளதாகவும் மீட்டரில் மின்அளவீடு தெளிவாக தெரிந்ததால் மின் அளவீட்டை பதிவு செய்துள்ளதாகவும், மீட்டரில் ஒரு பகுதி எரிந்த நிலையை அனைவராலும் சாதாரண கண்களாலேயே காண முடியும் என்பதால் இதனை தொழில்நுட்ப வல்லுநர் தான் உறுதி செய்ய வேண்டும் என்ற அவசியமில்லை எனவும், மேலும் கணக்கு அலுவலரால் மீட்டர் எரிந்துள்ளதை உறுதி செய்ய இயலாது என்ற கூற்றை தவறானது எனவும், அப்போதும் அம்மின்

இணைப்பானது Non CT மின் இணைப்பாக தான் இருந்ததாகவும், அதனால் தான் அவரால் சோதனை அளவீடு (Check reading) பதிவு செய்ய முடிந்தது எனவும் எதிர்மனுதாரர் தெரிவித்துள்ளார்.

6.4 தணிக்கை காலம் 04/2015 முதல் 03/2016 வரை தணிக்கை சீட்டு 74 நாள் 18.09.2017-ன் வாயிலாக அதே காலங்களுக்கு 01/2015 முதல் 03/2016 வரை சராசரி குறைவுத் தொகை ரூ.9,28,128/- நுகர்வோரிடமிருந்து வசூலிக்குமாறு நுகர்வோருக்கு தெரிவிக்கப்பட்டதாகவும், அதனை பெற்றுக் கொண்டு 07.10.2017 நாளிட்ட தனது கடிதத்தில் மின் மீட்டரானது தணிக்கை செய்யப்பட்ட காலத்தில் ஒரே ஒரு முறை meter terminal-ல் ஒரு single phase மட்டும் இருந்தது எனவும், மீட்டரில் ரீடிங் தெரிந்தது எனவும் நுகர்வோர் தெரிவித்துள்ளதாக எதிர்மனுதாரர் தெரிவித்துள்ளார்.

6.5 மேலும் அக்கடிதத்தில் இறால் பண்ணையானது 4 மாதங்களுக்கு மட்டும் மின்சாரம் பயன்படுத்தப்படும், இதில் முதல் இரண்டு மாதங்களுக்கு மிகவும் குறைவாகவும் அதற்கடுத்து 3 மாதம் சிறிது அதிகமாகவும் 4வது மாதம் அதிகமாகவும் இருக்கும் என நுகர்வோர் தெரிவித்துள்ளதன் அடிப்படையில் ஆய்வு செய்யும் போது ஒரு ஆண்டில் 12 மாதங்களில் 9 மாதங்களுக்கு அதிகமான மின் பயன்பாடு உள்ளதும் மூன்று மாதங்களுக்கு மட்டுமே குறைவான பயன்பாடு இருப்பதும் நுகர்வோர் பேரேட்டை ஆய்வு செய்யும் போது தெரிய வருகிறதாக எதிர்மனுதாரர் தெரிவித்துள்ளார்.

6.6 நுகர்வோர் அளித்த கடிதத்தின் அடிப்படையில் இரு தணிக்கை சீட்டுகள் ஒரே காலங்களுக்கு விதிக்கப்பட்டதை தள்ளுபடி செய்ய கோரி 31.12.2019 ல் நுகர்வோர் அளித்த விளக்க கடிதத்தின் அடிப்படையில் இரண்டு தணிக்கை சீட்டுகளையும் தள்ளுபடி செய்ய கோரி 31.12.2019 நாளிட்ட கடிதத்தின் வாயிலாக துணை தலைமை அகத் தணிக்கை அலுவலர்/விழுப்புரம் அவர்களுக்கு அனுப்பப்பட்டதாகவும், மேலும் 17.02.2020 நாளிட்ட கடிதத்தின் வாயிலாக மின் அளவி சோதனை அறிக்கை சமர்ப்பித்தால் மட்டுமே மேல்நடவடிக்கை எடுக்கப்படும் என துணை தலைமை அகத் தணிக்கை அலுவலர்/ விழுப்புரம் அவர்கள் தெரிவித்துள்ளதாகவும், இம்மின் இணைப்பு Non-CT இணைப்பாக இருப்பதால் MRT அறிக்கை பெறப்படவில்லை என எதிர்மனுதாரர் தெரிவித்துள்ளார்.

6.7 மின் இணைப்பு எண்.481-008-570 தொழிற்சாலை மின் இணைப்பானது முதன்முதலில் வழங்கப்பட்ட போது 51 கிலோவாட் மின் பளுவுடன் பெறப்பட்டு இறால் பண்ணை உபயோகத்திற்கு பயன்படுத்தப்பட்டு வருகிறதாகவும், 05/2017-ல் 51 கிலோ வாட்டிலிருந்தும் 112 கிலோவாட் LTCT இணையாக மாற்றப்பட்டதாகவும், மின் இணைப்பின் நுகர்வோர் பேரேட்டை ஆய்வு செய்யும் போது ஒரு வருடத்தில் ஒன்பது மாதங்கள் அதிக மின் பயன்பாடு உள்ளது தெரிய வருகிறதாகவும் எதிர்மனுதாரர் தெரிவித்துள்ளார்.

6.8 07/2015 மாதத்திற்கான மின் கட்டணம் ரூ.1,16,019/- செலுத்தாத காரணத்தினால் 07.08.2015-ல் பின் துண்டிப்பு செய்யப்பட்டுள்ளதாகவும், 23/9/2015-இல் அளித்த கடிதத்தில் நுகர்வோர் மறு இணைப்பு வழங்க கோரியும், மீட்டரில் ஒரு பகுதி எரிந்து வருவது போல் உள்ளதால் ஆய்வு செய்து புதிய மீட்டர் பொருத்துமாறும், மீட்டர் எரிந்ததற்கான கட்டணத்தை செலுத்துவதாகவும் தெரிவித்ததால் மின் கட்டண நிலுவை வசூல் செய்யப்பட்டு மறுமின் இணைப்பு வழங்கப்பட்டதாகவும், மறு இணைப்பு வழங்கும் போது 115751 ரீடிங் என பதிவு செய்யப்பட்டுள்ளதாகவும், 26.09.2015-ல் மீட்டர் மாற்றும் போது பழைய மீட்டரின் இறுதி அளவீடு 115751 எனவும், புதிய மீட்டர் ஆரம்ப அளவீடு 0 IR என பதிவு செய்யப்பட்டுள்ளதாகவும், 2015, 2016, 2017 ஆகிய ஆண்டுகளில் அதிக மின் பளு உபயோகப்படுத்தியதால் மீட்டர் எரிந்துள்ளதாகவும், நுகர்வோர் தனது மின் இணைப்பில் உள்ள மீட்டர் எரிந்ததை ஒப்புக்கொண்டு அதற்குண்டான கட்டணமும் நுகர்வோரால் செலுத்தப்பட்டுள்ளதாகவும் எதிர்மனுதாரர் தெரிவித்துள்ளார்.

6.9 நுகர்வோர் தன்னுடைய மின் இணைப்பில் ஒரு பகுதி எரிந்து உள்ளதையும் அதற்குண்டான கட்டணத்தையும் செலுத்த சம்மதம் தெரிவித்து மீட்டர் எரிந்ததற்கான கட்டணம் வசூல் செய்யப்பட்டுள்ளதாகவும், நுகர்வோர் பேரேட்டை ஆய்வு செய்கையில் ஒவ்வொரு வருடமும் அதிக பயன்பாடு உள்ள காலங்களில் மீட்டர் எரிந்து விடுகிறதாகவும், அவருக்கு அளிக்கப்பட்ட மின்பளுவை விட அதிகமான பளு உபயோகிப்பதன் காரணமாக மீட்டர் எரிந்துள்ளது தெரிய வருகிறதாகவும், நுகர்வோர் தெரிவித்தது போல் ஒரு ஆண்டில் அதிக பயன்பாடு உள்ள மாதங்களில் மட்டுமே மீட்டர் எரிந்துள்ளதாகவும், உதாரணமாக ஒவ்வொரு ஆண்டும் மே மாதம் முதல் நவம்பர் வரை

உள்ள காலங்களில் மீட்டர் எரிந்து விடுகிறது எனவும், தொடர்ந்து நான்கு வருடங்களாக மின் அளவி எரிந்து நுகர்வோரும் அதற்கு சம்மதித்து மீட்டர் எரிந்ததற்கான கட்டணத்தை செலுத்தியுள்ளதாகவும் தெரிவித்து கீழ்வருமாறு அட்டவணையை எதிர்மனுதாரர் தெரிவித்துள்ளார்.

மாதம்	மின் அளவி கட்டணம் வசூல் செய்யப்பட்ட நாள்	பழைய மின் அளவி எண் மற்றும் வகை	பழைய மின் அளவி எண் மற்றும் வகை
05/2010	10.05.2010	Make : L&T SI No. 05259970	Make : L&G SI No. TN061615
05/2014	05.06.2014	Make : L&T SI No. TN061615	Make : Secure SI No. 224151
09/2015	23.09.2015	Make : Secure SI No. 224151	Make : Secure SI No. TE224462
06/2016	08.06.2016	Make : Secure SI No. TE224462	Make : Secure SI No. TE224117
Meter change normal : 09.05.2017		Make : Secure SI No. TE224117	Make : HPL SI No. 491270
10/2017	20.10.2017	Make : HPL SI No. 491270	Make : HPL SI No. 476147

6.10 தணிக்கையில் சராசரி குறைவுத் தொகை கணக்கிடப்பட்ட 01/2015 முதல் 03/2016 வரை நுகர்வோர் மிகவும் குறைந்த அளவே மின் பயன்பாடு பதிவாகி உள்ளது தெரிய வருகிறதாகவும், 09/2015-ல் மின் மீட்டரில் ஒரு பகுதி எரிந்து விட்டபடியால் அதற்கான பயன்பாடு மின் மீட்டரில் பதிவாகாமல் அதற்கு முந்தைய மாதங்களில் யூனிட்கள் குறைவாகவே பதிவாகி உள்ளதாகவும், எனவே நுகர்வோர் பேரேடு ஆய்வு செய்யும் போது ஒவ்வொரு மாதமும் சராசரியாக 28580 யூனிட்கள் உபயோகப்படுத்தியது தெரிய வருவதாக எதிர்மனுதாரர் தெரிவித்துள்ளார்.

6.11 நுகர்வோர் அளித்துள்ள புகார் மனுவில் நவம்பர் முதல் ஜனவரி வரை பயன்பாடு இருக்காது எனவும் அந்நேரங்களில் குறைவான அளவே மின் அளவீடு பதிவாகும் என்பதால் மீட்டர் நல்ல நிலையில் உள்ளது எனவும் தெரிவித்துள்ளார். ஆனால் நுகர்வோர் பேரேட்டை ஆய்வு செய்யும் போது அவர் தெரிவித்தது போல் ஒவ்வொரு

வருடமும் நவம்பர் முதல் ஜனவரி வரை உள்ள மின் பயன்பாடு முரண்பாடாக உள்ளதாகவும், ஒரு வருடத்தில் 9 மாதங்கள் மிக அதிகமான பயன்பாடு உள்ளது உறுதியாக தெரிய வருவதாகவும், தணிக்கை தொகை கணக்கிடப்பட்ட அந்த வருடம் மட்டுமே பயன்பாடு குறைவாக உள்ளதே தவிர தணிக்கைக்கு முந்தைய ஆண்டும் (11/2014- 21540 யூனிட்கள்), தணிக்கைக்கு பிந்தைய ஆண்டும் (11/2016 - 22530, 01/2017-49283 யூனிட்கள்) உபயோகம் அதிகமாகவே உள்ளதாக எதிர்மனுதாரர் தெரிவித்துள்ளார்.

6.12 நுகர்வோர் குறைதீர்க்கும் மன்றம் தணிக்கை செய்யப்பட்ட காலங்களில் அதாவது 26.09.2015-ல் மின் அளவி எரிந்து விட்ட நிலையில் புதிய மீட்டர் பொருத்தப்பட்டு Normal என பதிவு செய்யப்பட்ட காலங்களான 11/2015 முதல் 03/2016 வரை அதே மீட்டரே தொடர்ந்து நல்ல நிலையில் இயங்கிய காலங்களுக்கு சராசரி குறைவுத் தொகை தணிக்கை பிரிவினரால் கணக்கீடு செய்யப்பட்டதை தவிர்த்திருக்கலாம் என்பதன் அடிப்படையில் தணிக்கை தொகை ரூ.4.87,077/-ஐ நுகர்வோரிடமிருந்து வசூல் செய்ய மன்றம் தீர்ப்பளித்ததாக எதிர்மனுதாரர் தெரிவித்துள்ளார்.

6.13 TNERC Supply code 11(2)-ன்படி முந்தைய ஓராண்டு காலத்தில் பயன்படுத்திய பயனீட்டு அளவில் 4 மாத சராசரி கணக்கிடும் போது 09/2014 -35620 யூனிட் மற்றும் 11/2014-21540 யூனிட் (35620+21540=57160/2= 28580 யூனிட்கள் சராசரி யூனிட்டாக தணிக்கையில் தெரிவிக்கப்பட்டது சரியானதே என 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 their arguments and submitted documents, the following are the issues to be decided on the claim of the Appellant to set aside the audit slip No.109 dt.11.09.2018 for non adoption of appropriate average in LT S/c A/c No.481-005-570.

i) What provisions are stipulated by TNERC for resolving billing errors?

ii) Whether the Appellant's claim of the disputed meter is a CT or Non CT meter?

iii) Whether the Appellant's assertion on the audit objection on average billing is irrelevant due to the final reading of the service meter valid?

iv) Whether the Appellant's request to set aside the audit slips can be considered?

8.0 Finding on the First issue:

8.1 With regard to errors in billing, I would like to discuss Regulation 12 of Tamilnadu Electricity Supply Code which is reproduced as follows.

"12. Errors in billing

(1) In the event of any clerical errors or mistakes in the amount levied, demanded or charged by the Licensee, the Licensee will have the right to demand an additional amount in case of undercharging and the consumer will have the right to get refund of the excess amount in the case of overcharging.

(2) Where it is found that the consumer has been over-charged, the excess amount paid in such cases will be adjusted against future current consumption charges. If, even after such adjustment against future current consumption charges for two assessment periods, there is still a balance to be refunded, the refund will be made by cheque.

(3) Wherever the Licensees receive complaints from consumers that there is error in billing, etc. the Licensee shall resolve such disputes regarding quantum of commercial transaction involved within the due date for payment, provided the complaint is lodged three days prior to the due date for payment. Such of those complaints received during the last three days period shall be resolved before the next billing along with refunds / adjustments if any. However, the consumer shall not, on the plea of incorrectness of the charges, withhold any portion of the charges."

8.2 On a plain reading of the above, 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 and the consumer will have the right to get refund of the excess amount in the case of overcharging.

9.0 Finding on Second issue:

9.1 The Appellant has specifically stated that the said service connection is being utilized for prawn culture. The consumption depends only on the usage of Oxygen concentrator & other units that too during certain monthly periods only but

not continuously for the entire 365 days/year. The consumption of energy depends only on the atmospheric temperature to maintain constant temperature inside the premises that too only during the culture period for the prawns to grow to certain level. Therefore the consumption would not be same all the days throughout the year. It is really unfortunate that average consumption of energy was worked out for the period 01/2015 to 03/2016 based on assumption & presumption on suspecting defectiveness of energy meter. It is pertinent to state that the service connection was a LTCT service connection with a sanctioned load 112 KW under Tariff IIIB and the recorded demand was 40-50 KW every month. On 23.09.2015 the service connection was inspected by AE and recorded as Meter Condition Normal. Then on 26.09.2015 the meter was replaced with final reading 115751 with a caption 'METER BURNT WITH FINAL READING'. Though the meter was recording normally which could be well evident from the consumer consumption recorded and payments made, the meter was replaced for official reason but recorded as meter burnt. The consumption pattern remains normal and no abnormality observed. Again the energy meter was replaced on 13.06.2016 recorded with a caption "METER BURNT WITH FINAL READING".

9.2 The Appellant has further stated that before 08.06.2016 an entry was made by AAO as if the meter was burnt. The same AAO has recorded a FR 54656. This reading clearly proves that the meter was healthy that the previous month reading was 43200. It is not known how a accounts official declared a meter as burnt that too a LTCT meter when the technocrat section officer recorded normal and in fact it was normal. The learned CGRF ought to have noted that Technocrat is the ultimate authority to decide the healthiness of the meter and not the accounts official on deciding the status of the LTCT Meter.

9.3 The respondent has stated that BOAB audit branch has raised average short fall in SC No.481-008-570 (old SC No.462-009-616) for the meter defective period from 01/2015 to 03/2016 for an amount of Rs.10,05,606/- vide A.S.No.109, dated 11.09.2018.

9.4 Further, it was stated that the said service connection was initially effected as Non-CT with 51KW and has been converted as CT service with 112 KW only during 05/2017 after collection of necessary payment from the consumer. Further the service connection was Non-CT during the meter defective period.

9.5 Based on the given documents, it has been verified that the meters in question, during the disputed period, were non-CT whole current meters manufactured by Secure. These meters bear the serial number 224151 and Sl.no TE 2244662. This information contradicts the claim made by the appellant that the meter was LT CT. Further, the sanctioned load in the service connection has been enhanced from 51 KW to 112 KW and converted to LT CT only during 05/2017. Further as per consumer ledger, the assessment for the said service connection were done bi-monthly prior to 05/2017. Only after 05/2017, monthly assessment are being carried out since that said non-CT SC has been converted as LT CT. The assessment for such Non-CT SCs are being carried out by assessors and cross checked by IA, RS, AAO and ATO. Therefore, the arguments of the appellant that said SC was CT during the defective period is found incorrect.

10.0 Finding on the Third issue:

10.1 The appellant argued that in the absence of scientific data, reliance on the consumer ledger should be considered for this case on its merits and pointed out that on 23-09-2015, the service was inspected by an Assistant Engineer (AE) and recorded as having a normal meter condition in the consumer ledger.

10.2 From the consumer ledger, it is noticed that AE carried out an inspection and recorded the reading based on the meter's display at that time on 23-09-2015. Additionally, it is evident from the consumer ledger that the Appellant made the payment for the meter cost on 23-09-2015, as confirmed by receipt number VMV462RS1S914. The meter was subsequently replaced on 26-09-2015.

10.3 The appellant argued that the audit objection on average billing does not arise as per the final reading of the Meter and reported that the service connection

was disconnected on 07.08.2015 for non-payment and then reconnected on 23.09.2015 and on 26.09.2015 the meter was replaced with final reading 115751 with a caption "METER BURNT WITH FINAL READING". Though the meter was recording normally which could be well evident from the consumer consumption recorded and payments made, the meter was replaced for official reason but recorded as meter burnt. The consumption pattern remains normal and no abnormality observed. Again the energy meter was replaced on 13.06.2016 recorded with a caption "METER BURNT WITH FINAL READING". The Appellant has also argued that before 08.06.2016 an entry was made by AAO as if the meter was burnt. The same AAO has recorded a FR 54656. This reading clearly proves that the meter was healthy that the previous month reading was 43200. Previous month (5/2016) reading is 43200, on the date of AAO inspection i.e. on 08.06.2016 the reading was 54656 and on date of meter change 10.06.2016 the reading was 55932 recorded by specialized MRT wing who is the ultimate authority to confirm FR.

10.4 The Appellant has stated that, to the shock & surprise of the petitioner, original bill done for the months of 01/2015 to 03/2016 were revised and an audit slip along with communication has been received to pay a hefty charges of Rs.10,05,606/- presuming to have been the average consumption for the said period knowing very well that the meter has also recorded properly the consumption before & after meter change and the consumption/reading is recorded by the TANGEDCO section officer after inspection during assessment.

10.5 The Appellant has submitted that the prawn culture depends on the climatic condition prevailing and the electricity will not be used continuously for the entire year except for certain period of months. This would prevail every year, in the earlier years & subsequent year too which could be well evident from the TANGEDCO records that power has not been utilized in a fixed manner for all the specific periods throughout the year.

10.6 The Appellant argued that no where meter entry was made as defective and the meter was indeed replaced as burnt with final reading. The question of audit

objection on average billing does not arise as the meter is with final reading. It is pertinent to state here that the billing remains the same as if recorded in the previous years too. The above average billing/audit objection was done with an ill intention to extract more revenue from the consumers without consuming energy. It is needless to point out here that the meter was recording properly and never ever stopped during the said period. Consumption recorded properly but varied because of usage /less usage / non-usage which prevailed during every year. The recording of "Meter Burnt with final reading" is the truth and factual circumstances. The Audit wing has erroneously made a claim through its slip No.109 without any lots of truth or substantial evidence. The officials failed to understand that the meter is neither defective nor burnt but was replaced in a suspicion manner.

10.7 The appellant stated that CGRF ought to have gone through the consumer ledger wherein the consumption pattern would be lean during the period from November to January every year because of non usage which is an additive evidence to prove that the meter was in good condition and recording properly and the consumption recorded during the similar period in the other years too which was a clinching evidence to prove that electricity consumption will not be continuously there during the entire 365 days/year. Further, CGRF ought to have directed the authorities concerned to download the data from the static/ electronic defective meter removed, If not downloaded earlier as TANGEDCO has specifically instructed to download the meter data after replacement, for confirming the FR to avoid revenue leakage.

10.8 Further the Appellant stated that when there was final reading how it could be claimed burnt meter. Even if it is burnt meter the Respondent failed to ascertain at whose fault the meter was burnt and not taken steps on whether it is consumers side fault or Board side fault. Therefore, it is not burnt meter but normal meter so they cannot claim under defective meter procedure as per supply code 11. Further the Appellant argued that two slip had been raised for the dispute claim however the respondent sought instruction to drop from the concern officials but the respondent did not furnish the test report status of the faulty meter of 26-09-2015

to take further action to the concern officials. Therefore the meter in service was healthy and hence requested to set aside the audit slip.

10.9 Respondent in his arguments has stated that said service connection was initially effected as Non-CT with 51KW and has been converted as CT service with 112 KW only during 05/2017 after collection of necessary payment from the consumer. Further the service connection was Non-CT during the meter defective period. As per the consumer ledger high consumption were noticed for nine months in a year. Further, the SC was disconnected on 07.08.2015 for non payment of 07/2015 CC. The SC was reconnected on 26.09.2015 with FR 115751 after collecting CC arrears and meter board charges since the consumer has given representation on 23.09.2015 to reconnect the service connection and to inspect the meter since a terminal seemed to be burnt and further accepted to pay the meter board charges. Further, the energy meter in the service connection has burnt and replaced during 2015, 2016 & 2017 on account of excess load drawn by the consumer. Such meter burnt occurrences happened during May to November every year when the consumer exceeded the sanctioned load. The consumer has paid meter board charges in all the above meter burnt occasions.

The respondent has furnished the following details in this regard;

Month	Date of meter cost collection	Old meter make and SL No.	New meter make and SL No.
05/2010	10.05.2010	Make : L&T SI No. 05259970	Make : L&G SI No. TN061615
05/2014	05.06.2014	Make : L&G SI No. TN061615	Make : Secure SI No. 224151
09/2015	23.09.2015	Make : Secure SI No. 224151	Make : Secure SI No. TE224462
06/2016	08.06.2016	Make : Secure SI No. TE224462	Make : Secure SI No. TE224117
Meter change normal : 09.05.2017		Make : Secure SI No. TE224117	Make : HPL SI No. 491270
10/2017	20.10.2017	Make : HPL SI No. 491270	Make : HPL SI No. 476147

10.10 The Respondent has further stated that the average consumption of the consumer as per consumer ledger is around 28580 units and whereas during the period from 01/2015 to 03/2016, the consumption recorded were on lower side. Due to meter burnt during 09/2015, lessor consumption was recorded for the month and also during the previous period prior to 09/2015. Further on scrutiny of consumer ledger huge consumption were recorded from November to January which contradicts the statement of the consumer. The consumption was lessor only during the audited year and whereas before and after the audit period, the consumption was 21540 units for 11/2014, 22530 units for 11/2016 and 49283 units for 01/2017. Further, the CGRF have excluded the average shortfall for the period from 11/2015 to 03/2016 since the assessment status were recorded as 'Normal' as the same meter was in service after meter change on 26.09.2015 on account of meter burnt. Further, the average short fall has been calculated based on 09/2014 and 11/2014 assessment which works out to 28580 units $(35620 + 21540 = 57160/2)$ as per TNE supply code regulation 11(2).

10.11 The appellant argues that the readings recorded by the Assistant Engineer on 23-09-2015 and the subsequent check reading conducted by the AAO on 08-06-2016 were normal reading. The Appellant further contended that the respondent, the licensee, has not provided substantial evidence or downloaded data to support their claims of partial recording of readings. Additionally, the appellant presents the consumer ledger as evidence. Based on this evidence, the appellant maintains that there was no occurrence of a meter burnt event and asserts that the meter in question was functioning normally.

10.12 However, it is worth noting that according to the consumer ledger, the appellant did make payments for the cost of a burnt meter on two occasions, specifically on 23-09-2015 and 08-06-2016. It is important to mention that the appellant did not challenge the respondent's claim for that period, as stated in the TNE Supply code, which is reproduced below.

The procedure for replacement of defective/damaged/burnt meter has been given in regulation 7(10) of the Supply Code and the same is reproduced below:-

“7(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 consumers 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.”

10.13 Upon careful examination of the above mentioned regulation, it is observed that the responsibility for covering the cost of replacing a burnt meter lies with the licensee, unless it can be proven that the burning resulted from the consumer's fault. Thus, the regulation specifies that the consumer may be charged for the meter cost only if it can be established that the meter burnt was caused due to consumer side fault.

10.14 Furthermore, the appellant argues that the withdrawal of the audit short levy would have been justified if it had been verified with downloaded data. However, it is noted that the appellant has not furnished any document for having requested the CMRI downloaded details or challenged the claim regarding the cost of the burnt meter. The current prayer made by the appellant in 2023, regarding incidents occurred during 9/2015 and 6/2016, appears to be an afterthought and lacks merit.

10.15 The major causes for meter burning may be due to over voltage, over current drawl or short circuit in the consumer premises. If the meter burnt was due to over voltage from the licensee, it might have affected other consumers also near the vicinity. But such a point was not at all established. However the other two reasons ie over current drawl (load) or short circuit in consumer premises, the

licensee is no way responsible. It is seen from the evidence derived from the consumer ledger card, this consumer, the appellant herein had exceeded the sanctioned demand of 51 kw many number of times as given below;

Date	Sanctioned demand in KW	Maximum demand
14-07-2014	51	65.62 kw
16-11-2014	51	54.18 kw
13-05-2015	51	52.72 kw
15-07-2015	51	52.72 kw
16-01-2017	51	67.54 kw
16-03-2017	51	67.54 kw
29-07-2017	89	91.92 kw
28-08-2017	89	119.4 kw
28-09-2017	89	105.6kw

Further it is to be noted that almost four times viz. 05.06.2014, 23.09.2015, 08.06.2016 and 20.10.2017 in which, the energy meter in the service connection was replaced due to meter burnt.

10.16 The appellant on the other hand asserts that FR (Final Readings) were entered on 23-09-2015 and 08-06-2016, indicating that the meter was functioning normally during those periods. It is important to note that the appellant agrees that there were recorded readings of 115751 on 23-09-2015 and 54656 on 08-06-2016, which they argue were the final readings. However, the respondent disputes these readings, claiming that they indicate partial recording rather than complete and accurate readings. In this regard, it is to be noted that the meter specifications implemented by the licensee are designed to accurately capture the energy consumption from each phase supply connected to the meter terminals. These specifications also take into account energy measurement even during phase neutral terminal revisions. However, in the case of a complete meter burnout, it is unlikely to recover the meter itself or access its downloaded details. On the other hand, if there is partial burning in one or two terminal in a static meter, it is possible

for it to still record partial readings in one or more of the current recording components (R, Y, B).

10.17 In the absence of required downloaded details and the appellant's failure to obtain them during the incident, it becomes difficult to ascertain the veracity of the contradictory claims solely relying on the available evidence. The crucial issue to address is whether the reading of 115751 recorded by the Assistant Engineer (AE) in the consumer ledger on 23-09-2015 truly represents a final normal reading, as contended by the appellant. Alternatively, it needs to be determined if there was partial recording due to a component of the meter being burnt, as argued by the respondent. The respondent's assertion is strongly supported by the document submitted by the appellant on 23-09-2015, which clearly establishes the existence of a burnt component in the meter. The relevant para of the said letter is extracted below:

"ஐயா, நான் மேற்கண்ட முகவரியில் S.C.no.616-ல் இறால் பண்ணை நடத்தி வந்தேன். 7/2015-ல் நட்டம் ஏற்பட்டுவிட்டதால் இறால்பண்ணை நடத்த முடியவில்லை. மேலும் தற்பொழுது இறால் பண்ணை ஆரம்பிக்கலாம் என மின் மீட்டரை பார்த்ததில் எனது மீட்டரில் ஒரு பகுதி எரிய வருவது போல் தெரியவருகிறது. எனவே எனது மின் மீட்டரை ஆய்வு செய்து தருமாறு தாழ்மையுடன் கேட்டுக்கொள்கிறேன். மேலும் இறுதி மாத மின்கட்டணம்வரை செலுத்திவிட்டேன், மேலும் மீட்டருக்கு உண்டான பணத்தையும் கட்ட சம்மதிக்கின்றேன்,"

10.18 The appellant argues that based on the consumer ledger, it is a known fact that the consumption pattern during the months of November to January was lean. As a result, the appellant concludes that there was no occurrence of a meter burnt event and asserts that the meter was functioning normally.

10.19 The above fact was verified with consumer ledger which was reproduced below:

Before Audit scrutiny
During 11/2014 consumption =21540 units

After Audit scrutiny
During 11/2016 consumption = 22530 units
During 1/2017 consumption = 49283 units

10.20 From the above finding, the appellant claim of consumption was lean during November to January does not found merit. Further to study the pattern of the consumption of the appellant that there was partial recording of the consumption with less value during 2015 compared with over a period which was the cause for claiming the audit short levy claim period i.e. during 2015 is discussed below

Year	Consumption in units
2012	49,460
2013	68,910
2014	1,19,366
2015	48,281
2016	81,423

10.21 Based on the above findings, it can be concluded that the appellant's claim that there would be no audit objection on average billing due to a final reading of the service meter is not valid. It has been established that there was partial recording during the audit claim, as indicated by audit slip no. 109. Therefore, the reading noticed by the Assistant Engineer (AE) on 23-09-2015 was a partial recording display reading, not a final reading. The appellant too acknowledged the presence of a burnt in a part of the meter during the disputed period.

10.22 Further the other argument of the Appellant that if the meter burnt and suspected it would have become defective on 26.06.2015 and 10.06.2016 paving way for this audit objection, However the appellant undermined by the evident information content in the consumer ledger. The ledger clearly shows that there was no consumption recorded for the billing period on 20.1.2015, indicating an incorrect recording. Additionally, it is worth noting that the appellant did not raise any concerns or issues when no consumption was recorded. Therefore, based on these findings, it can be concluded that the appellant's arguments regarding the final reading, and the meter was normal during audit objection period has no merit.

11.0 Finding on the Fourth issue :

11.1 From the finding of first issue based on regulation 12 of TNE supply code, it is noticed that the licensee will have the right to demand an additional amount in

case of under charging. Here the issue to be decided is whether the claim of the respondent under Audit slip no 109 for a value of Rs.10,05,606/- for the period of 1/15 & 3/16 is in order or not.

11.2 From the chronological findings from para 9, 10 and 11 above, it is concluded that

- i) the licensee is entitled to claim errors in billing,
- ii) the meter under the disputed period was not LT CT meter,
- iii) the Meter recorded at the time of replacement on 23-09-2015 was partial recording.

11.3 Furthermore, the CGRF (Consumer Grievance Redressal Forum) issued an order stating that the audit claim period could be restricted by excluding the period from 11/2015 to 3/2016 where in the new meter was in service, which was included in the Audit Slip No.109 for the period from 01/2015 to 3/2016. Hence, I concur with the orders of the CGRF of Villupuram Electricity Distribution Circle. Consequently, the respondent is directed to collect the remaining amount due from the appellant duly excluding the amount already paid but including and any other applicable statutory dues such as BPSC.

12.0 Conclusion:

12.1 From the above findings, the appellant's claim to set aside the entire Audit Slip No.109 dt.11-09-2018 does not found merit. However, I concur with the orders of CGRF with revised claim amount of Rs.7,76,508/- against the original claim of Rs.10,05,606/-. Hence, the respondent is directed to collect the pending due after deducting already paid amount along with other statutory dues

12.2 With the above findings A.P.No.32 of 2023 is finally disposed of by the Electricity Ombudsman. No Costs.

(N.Kannan)
Electricity Ombudsman

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

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