



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. 55 of 2023**

Tmt. S.Lalitha, Advocate,  
3F, Blossom Dream Park, 12<sup>th</sup> Street,  
Sankarapuram,Sithalapakkam,  
Chennai - 131.

. . . . Appellant  
(Tmt. S.Lalitha  
Rep. by Thiru S.Jothiraj, Advocate)

Vs.

The Executive Engineer/O&M/Tambaram,  
Chennai Electricity Distribution Circle/South-II,  
TANGEDCO,  
110/11 KV Tambaram SS Complex,  
Puthuthangal, Mullai Nagar,  
Tambaram West, Chennai – 600 045.

. . . . Respondents  
(Thiru N. Asokan, EE/O&M/Tambaram  
Thiru G.Jai Singh, Advocate)

**Petition Received on: 03-08-2023**

**Date of hearing: 21-09-2023**

**Date of order: 29-09-2023**

The Appeal Petition received on 03.08.2023 filed by Tmt. S.Lalitha, 3F, Blossom Dream Park, 12<sup>th</sup> Street, Sankarapuram,Sithalapakkam, Chennai - 131 was registered as Appeal Petition No. 55 of 2023. The above appeal petition came up for hearing before the Electricity Ombudsman on 21.09.2023. 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 correct the excess billing and agreed to pay the actual bill in SC No. 315-347-616.

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

2.1 The Appellant has made a complaint to AE/O&M/Sithalapakkam for excess billing in respect of SC No. 315-347-616 for the period for January 2023 & March 2023.

2.2 As there is no reply from the AE/O&M/Sithalapakkam, the Appellant filed a petition before CGRF of Chennai Electricity Distribution Circle/South-II on 02.05.2023. The CGRF of Chennai Electricity Distribution Circle/South-II issued an order dated 18.07.2023. Aggrieved over the CGRF 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/South-II issued its order on 18.07.2023. The relevant portion of the order is extracted below:-

**“Order:**

*The petitioner is a tenant residing at No.8/434, Plot No. 165/A 2<sup>nd</sup>Main Road, Sankarapuram, Sithalapakkam, Chennai-131, in service connection number 315347616, is being used as advocate office, is in commercial tariff.*

*The petitioner complained regarding excess billing from after 30.04.2022, and also stated that she was not using the service connection, as she was hospitalized during March 2022 to Dec 2022, the service was less utilized for the past one year she also stated the office was closed most of the time.*

*The petitioner mentioned the meter was normal till 30.04.2022, afterwards the reading was high, the same has been intimated to the section AE, the petitioner has also given an representation to change the meter as the reading was high, she is unable to pay the dues.*

*The respondent had stated, the meter was downloaded and sent to MRT for meter download report. As per MRT report, Assessment entry was not done properly for the assessment months of 05/2021 to 01/2023.*

*The MRT metering wing had declared as "Based on the meter downloaded date the meter found to have magnetic tamper occurred on 14/04/2023 hence declared as defective. The average billing shall be adopted as per TNERC guidelines for the defective period. On comparing the downloaded data with consumer ledger, it was found that the assessment readings entered in consumer ledger From 30/09/2021 to 28/03/2023 were very lesser than that of actual recorded by meter. On comparing the meter downloaded data with the consumer ledger, assessments reading were not taken properly it seems to be table reading only".*

*The MRT wing had declared the meter is defective from 14.04.2023, and stated the reading were not assessed physically, but uploaded table reading. A vast difference is noticed between consumer ledger card and the downloaded data. Hence it was observed that there was mistake on reading entry in the consumer ledger card from the very beginning of the service connection effected till 14.04.2023.*

*The petitioner has been paying less which is not the actual consumption for which the licensee should not lose the revenue due from the petitioner on the consumed units for the service.*

*Hence the Respondent is directed to collect the amount dues from the petitioner as per the Regulation 12 of the TNE Supply Code Regulations on Errors in billing and Regulation 11 of the TNE supply code for assessment of billing for meter defective period from 14.04.2023.*

*Compliance report shall be furnished to this forum within 10 days from the date of receipt of this order."*

#### **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 in person on 21.09.2023.

4.2 The Appellant Tmt. S.Lalitha and his authorized Counsel Thiru S.Jothiraj, Advocate have attended the hearing and put forth their arguments.

4.3 The Respondents Thiru N. Asokan, EE/O&M/Tambaram of Chennai EDC/South-II and Thiru D. Jaisingh, Advocate attended the hearing and Thiru N. Asokan, EE/O&M/Tambaram 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 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 she is a tenant taken the office 434, Plot No.165A, Sankarapuram 2<sup>nd</sup> Main Road, Sithalapakkam, Chennai 600126, for the purpose of Advocate office, very small room, and she was also not well for the past one year taken treatment in Global Hospital. The above mentioned office was closed from March 3<sup>rd</sup>, 2022 to till Dec-2022, after Dec-2022, used to go to office only for cleaning purpose used to stay there 2 to 3 hours once or twice in a week and her is not more than 150 sq.ft.

5.2 The Appellant has stated that her office owner not in station. Office meter was working normal till Dec.2022. She has remitted Rs.1562/- for Dec.2022. It's a last payment. Next bill was very high Rs.7624/- dated 30-1-2023 which she had given many complaint letters to AE of Sithalapakkam, EB office. Then given complaint to CGRF also EB office taken fuse carrier on 25-4-2023, Tuesday, when she was attending one case in High Court. Without my presence it was happened, instead of solving the issues they have taken fuse carrier, disconnected, lots of mental worries pains sufferings under gone last 4 months.

5.3 The Appellant has stated that she had requested to correct the excess bills and undertake to remit normal bill amount, recent bills upto date. Every time she was told in EB office of Sithalapakkam various amount as EB bill, like 31,436/- 24,000/- like that those amount they have written at the back side of her complaint letter and lastly she was told that she has to remit Rs.2,00,728/-.

5.4 The Appellant has stated that she was very much shocked and having chest pain because of this mental sufferings. Her office closed many months, not able to print, type for cases, getting adjournments civil courts. Consumer (state) forums my profession, office closed because of this attitude and not considering my facts.

5.5 The Appellant has stated that assessment entry not done properly. She requested to solve this issue and consider the above facts and give connection to her office and support poor ladies who is working without any support, working on their own to meet to live their day to day commitments. Without EB connection the

appellant has stated that she incurred heavy loss financially, mental agony and unable to do any works.

**6.0 Counter submitted by the Respondent:**

6.1 The Respondent has submitted that Tmt. S. Lalitha, (tenant) residing at Plot No.3F, Blossom Dream Park, 12<sup>th</sup> street, Sankarapuram, Sithalapakkam, Chennai-131 has made a complaint to Assistant Engineer/ O&M/ Sithalapakkam for excess billing in respect of service connection no.315-347-616 for the period of January 2023 & March 2023.

6.2 The Respondent has submitted that Assistant Engineer/O&M/ Sithalapakkam section has met the petitioner and detailed explanation has been given in person at office, but the petitioner is not satisfied. Then, on 26.5.2023 the report was submitted to the Chairman/CGRF, CEDC/South-II.

6.3 The Respondent has submitted that the meter was downloaded and sent to MRT for meter download report. As per MRT report, Assessment entry was not done properly for the assessment months of 05/2021 to 01/2023. The MRT meter wing has declared that "Based on the meter downloaded data report the meter is found to have magnetic tamper occurred on 14/04/2023 and hence the meter declared as defective. The average billing shall be adopted as per TNERC guidelines for the defective period. On comparing the downloaded data with consumer ledger, it was found that the assessment readings entered in consumer ledger from 30/09/2021 to 28/03/2023 were very lesser than that of actual recorded by meter."

6.4 The Respondent has submitted that a vast difference is noticed between consumer ledger and the downloaded data. It was observed that there was mistake on reading entry in the consumer ledger from the beginning of the service connection effected. The Assessment details entered as per ledger and as per MRT report are given below.

Month	As per Ledger (Amt. in Rs.)				As per Report(Amt. in Rs.)		
	Reading	Units	Amount	Amount	Reading	Units	Amount

				Paid			
May-21	700	700	6088	6088	0		
Jul-21	1400	700	6211	6211	34.7	34.7	884
Sep-21	1500	100	812	812	2954.7	2920	25381
Nov-21	PMC		812	812	8045.5	5090.8	43723
Jan-22	1800	300	2298	2298	12161.5	4116	35490
Mar-22	1950	150	1555	1555	16720.5	4559	39235
May-22	2080	130	1386	1386	20559	3838.5	33149
Jul-22	2100	20	392	392	21002	443	4444
Sep-22	2210	110	1366	1366	22072	1070	12233
Nov-22	2320	110	1562	1562	22445	373	4909
Jan-23	3000	680	7624		23245	800	9383
Mar-23	4500	1500	16759		23739	494	6177
May-23					25524.1	1785.1	19705
Total:			46865	22482	Total		234693

As per ledger	Rs.46865
As per meter report	Rs.234693
Amount paid	Rs.22482
Difference	Rs.212211

6.5 The Respondent has submitted that the petitioner has been paying less which is not the actual consumption, for which the licensee should not loss the revenue due from the petitioner on the consumed units for the service.

6.6 The Respondent has submitted that in the address of the appellant there were two nos commercial service connection existing. One number 315-347-615 utilized for a vegetable shop and the other one 315-347-616 was utilized for a Hotel along with kitchen and Advocate consulting room and tea shop.

6.7 The Respondent has prayed to pass an order rejecting the request for compensation on the ground that it is not pursued by the complainant with reasonable diligence & to pass just and further orders.

**7.0 Written arguments filed by the appellant during the hearing:**

7.1 The Appellant has submitted that the above said office Meter No. 09315347616, she had remitted all the bills in time up to December 2022. Last bill

October 2022 remitted Rs.1366/- and December 2022 remitted Rs.1562/-. (Document No.8 Last EB bill payment). Next following bills was very high, meter was not working normal January bill Rs. 7,624/-, immediately she had given several complaint letters to Sithalapakkam EB office A.E., Medavakkam AEE, and Tambaram EE and to Consumer Grievance Redressal Forum.

7.2 The Appellant has submitted that in the mean time she was told in Sithalapakkam EB office that she had to remit Rs.31,436/- as EB bill on 03-05-2023 and another time was told in Sithalapakkam EB office that she has to remit Rs. 24,000/- letter dated 24-07-2023.

7.3 The Appellant has submitted that she was seriously not well taken treatment in Global hospital, Perumbakkam not going out, completely in bed, she was told to be isolated from persons, and from May 2022 to December 2022 office was locked, after December 2022 going to office only for cleaning purpose stay for few hrs twice in a week. Her health improved after December but she was very weak, not gaining strength and back to normal. When the said office was locked the following bills were raised.

S.No.	Bill Date	Amount (Rs.)
1.	30.05.2022	32,743/-
2.	25.07.2022	4,038/-
3.	23.09.2022	9,347/-
4.	27.11.2022	4,339/-
5.	30.01.2023	8,803/-
6.	28.03.2023	6,227/-

7.4 The Appellant has submitted that for the said office she had given advance on 11-05-2021 and balance advance on 12-10-2021. She had shifted to the said office in the month of June 2021. The first EB bill dated 25.05.2021 for Rs. 6,088/-. From the beginning the meter is not working very fast. As per the counter affidavit of the Respondent in para 6 Page No. 3, 2 line "It was observed that there was mistake on reading entry in the consumer ledger from the beginning of the service connection effected." Meter declared as defective.

7.5 The Appellant has submitted that she was very much shocked and surprised that she has to remit Rs. 2,00,728/- as EB bill. For the bill of January Rs. 7,624/- she had given many complaint letters to various EB offices. She submitted that the Sithalapakkam EB office had taken the fuse carrier office on 25-04-2023, while her complaint letter is in pending with the same said EB office and complaint petition is in progress with Consumer Grievance Redressal Forum, EB connection disconnected, while she was attending one case in Madras High Court on that said date, without my presence and knowledge they have taken the said Fuse Carrier and disconnected. For all the losses and mental agony she is eligible and entitled to get compensation from the respondent office.

7.6 The Appellant has submitted that whenever she went to give complaint letters about the meter is fault, high readings and Assessment is wrong Sithalapakkam EB office not listening my complaint and she was told "I am using AC and hurt me like I am saying lies, bluffing and alleged on me many untrue statements and asking me to remit Rs.2 lakhs always". First of all there is no AC point /connection in the said small office.

7.7 The Appellant has submitted that from the facts given above, it is evident that the mistake is on the part of defective Meter readings, wrong assessment, for the closed office locked period of May 2022 to December 2022, the various bills raised, and also she was told to remit various amount of bill payments by the said EB office to remit as EB Bill.

7.8 The Appellant has prayed to pass an order in favour of the poor senior citizen lady petitioner and pass an order to change the defective meter as the meter reading shows very high readings, based on that the Assessment is wrong and petitioner ready to remit previous pending payments (January 2023 and March 2023) as per latest bill amounts (EB Connection disconnected on 25-04-2023) and for the loss of the petitioner for the past 5 months since the disconnection of EB connection, expenses incurred to get justice for the pains, sufferings, untold mental agony undergone under the circumstances of the case and thus render justice in



TNEO petition No.55 of 2023 and pass such further or other orders as this court may deem fit and proper.

#### **8.0 Findings of the Electricity Ombudsman:**

8.1 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.

8.2 The appellant is a tenant who rented an office space at 434, Plot No. 165A, Sankarapuram 2nd Main Road, Sithalapakkam, Chennai-126, for the purpose of running an advocate's office. The office is a very small room, not more than 150 sq.ft. Therefore, she claims that the bills submitted by the respondent for the usage of utilities are disproportionate to the size of the room.

8.3 From the information provided, it is clear that the appellant alone used the service connection 09-315-347-616 for her official needs. The service connection is not in her name; it is registered under the name of the owner, Thiru T. Manivelarasan, and was obtained for commercial purposes, including the advocate's office, a tea shop, and a hotel, under tariff V.

8.4 This particular detail was not discussed by the respondent during the hearing of the Consumer Grievance Redressal Forum (CGRF). But, it was presented in the counter by the respondent, indicating that these facts were verified during a field inspection. The appellant did not dispute this fact. Therefore, it is apparent that the service connection was not exclusively used by the tenant for her office space, as it was also extended for commercial use in the hotel and tea shop. The Appellant had mentioned that as her Dec 2022 bill was Rs.7624/-, dt. 31.01.2023 she had raised objections over the excess cc claim.

8.5 The issue raised by the Appellant before this Electricity Ombudsman is to correct the excess bills and direct the Respondent to restore the disconnected supply. Hence I have to decide on the following.

- 1) Whether the appellant's claim that she had been charged excessively is correct?
- 2) Whether the prayer of the Appellant to correct the excess bills and to restore supply for the service connection 09-315-347-616 is tenable?

**9.0 Finding on the first issue :**

9.1 The Appellant has stated that the advocate office is a very small room less than 150 sq. ft. area with a service connection under commercial tariff no. 09-315-347-616. The meter in the above service connection was working normal till Dec 2022. The bill for the month of 01/2023 was very high and hence given complaint to AE/Sithalapakkam. Instead of solving the issue, the supply was disconnected on 25.04.2023. It is seen from the appellant's claim that her advocate office is only 150 sq.ft. space but received an electricity bill which is exorbitantly high.

9.2 The respondent has stated that based on the complaint, the premises was inspected and found along with the advocate office there were two other utilities functioning in the same premises, one tea shop and one hotel. There was no separate meter provided for the room occupied by the lawyer. The same service connection serves for the lawyer room as well as the tea shop and hotel. So there seems to be no exclusive recording for her consumption for the lawyer room. Further the respondent mentioned that she had not paid CC charges due from 31-01-2023.

9.3 The appellant has stated that the office was closed from March 2022 to Dec 2022 and after Dec 2022 used to go to office for cleaning purpose only and hence the reading is not correct. The respondent has mentioned that he had downloaded the meter and sent to MRT for analysing the data. The MRT wing has stated that assessment entry was not done properly for the months of 05/2021 to 01/2023. The reading were not assessed physically, but uploaded by the way of table reading. A vast difference is noticed between the consumer ledger card and the downloaded data. Hence it is observed that there was mistake on reading entry in the consumer ledger card from the very beginning of the service connection

effected till 17.04.2023. The MRT wing had declared the meter as defective from 14.04.2023 due to occurrence of magnetic tamper.

9.4 The assessment details entered as per consumer ledger and as per MRT report are given below.

Month	As per Ledger (Amt in Rs.)				As per Report (Amt in Rs.)		
	Reading	Units	amount	Amount Paid	Reading	Units	Amount
May-21	700	700	6088	6088	-	-	-
Jul-21	1400	700	6211	6211	34.7	34.7	884
Sep-21	1500	100	812	812	2954.7	2920	25381
Nov-21	PMC		812	812	8045.5	5090.8	43723
Jan-22	1800	300	2298	2298	12161.5	4116	35490
Mar-22	1950	150	1555	1555	16720.5	4559	39235
May-22	2080	130	1386	1386	20559	3838.5	33149
Jul-22	2100	20	392	392	21002	443	4444
Sep-22	2210	110	1366	1366	22072	1070	12233
Nov-22	2320	110	1562	1562	22445	373	4909
Jan-23	3000	680	7624		23245	800	9383
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Total:			46865	22482	Total		234693

As per ledger	Rs.46865
As per meter report	Rs.234693
Amount paid	Rs.22482
Difference	Rs.212211

9.5 In this context, I would refer to the Evidence act 1872 section 35 which is 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.”*

9.6 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 meter after conducting a test. Hence as per the Evidence Act, I would rely upon the meter downloaded report by MRT which is scientific data. The MRT report reveals that there was mistake on the reading entry in the consumer ledger card from the very beginning of the service connection. The total energy consumed during the period between 05/2021 to 01/2023 was accumulated and claimed for the left out consumption added in the 03/2023 assessment. Also there seems to be no separate recording for the advocate room consumption as the service connection was utilised combinely for other purposes like tea shop and hotel also.

9.7 Hence the appellant's prayer that she was excessively billed cannot be substantiated by merely considering that she has occupied 150 sq.ft. space. From the above findings, I conclude that the billing now claimed by the Respondent against the service connection 09-315-347-616 is in order.

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

10.1 The Appellant has not paid the CC charges from 01/2023. Hence the service was disconnected on 17.04.2023, due to non-payment of CC charges. 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.”*

10.2 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, where 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 provisos categorically declares that any consumer who enjoys the electricity should pay the charges to the Licensee.

10.3 Based on the MRT report it is evident that there was mistake on reading entry in the consumer ledger card from the very beginning of the service connection. In this regard, 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 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.”*

10.4 On a plain reading of the above, it is noted that in the event of any clerical error or mistake 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. Hence the bill raised by the respondent with respect to the service connection no 09-315-347-616 as per meter downloaded scientific data is in order. The same was explained to the appellant by the respondent. However the appellant has not paid the bill.

10.5 The next issue discussed here is, what is the further course of action in the event of default in the payment of current consumption charges by any consumer. 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”*

10.6 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.”*

10.7 The co-joint reading of the above provisions declares that any consumer who is in default of payment of current consumption charges then such service connection is liable to be disconnected after the notice period specified in the consumer meter card. Hence, I have to discuss the present case and what is the reason behind the disconnection of service connection no 09-315-347-616. The Appellant has disputed the 01/2023 assessment and did not paid the CC charges. However the meter was downloaded and data analysed by MRT which declares that there was mistake on reading entry in the consumer ledger card from the very beginning of the service connection.

10.8 The owner of the premises is the agreement holder and is liable to make the payment dues to the licensee as per the assessment. Moreover, the service was not disconnected only for the appellant, but for the entire premises supplied by the service connection 09-315-347-616 from 17-04-2023. Hence the prayer of the appellant to correct the bill and restore service connection without making payment is rejected.

#### **11.0 Observation :**

11.1 Right from the inception of the service connection, the assessments were wrongly entered as per MRT downloaded report. This mistake went unnoticed by the respondent until it was brought to their attention by the appellant during Dec

2022 assessment bill dt. 31-01-2023. Surprisingly, the licensee has not initiated action against the responsible official for this table reading menace. Additionally, during the CGRF hearing, the respondent failed to mention the crucial fact that the service connection was not exclusively utilized by the tenant for her office space alone, but instead, the supply is being extended for other commercial purposes, including the hotel and tea shop. This information only came to light when the respondent provided it in their counter before this Electricity Ombudsman which was not denied by the Appellant, indicating that these details had been verified during a field inspection. Had this information been discussed during the CGRF proceedings, it could have potentially led to a more informed and fair decision in CGRF order.

## **12.0 Conclusion :**

12.1 As per my findings in para 8, 9 & 10 above, I deny the Appellant's assertion that there was an excessive claim of current consumption and their prayer to restore the disconnected service connection is rejected.

12.2 The pending CC charges for the Appellant's service connection may be collected as per regulation 17 of Tamil Nadu Electricity Supply Code along with other charges if any.

12.3 With the above findings the A.P. No. 55 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  
1. Tmt. S.Lalitha, Advocate,  
3F, Blossom Dream Park, 12<sup>th</sup> Street,  
Sankarapuram, Sithalapakkam,  
Chennai - 131.

- By RPAD



2. The Executive Engineer/O&M/Tambaram,  
Chennai Electricity Distribution Circle/South-II,  
TANGEDCO,  
110/11 KV Tambaram SS Complex,  
Puthuthangal, Mullai Nagar,  
Tambaram West, Chennai – 600 045.

3. The Superintending Engineer, - By email  
Chennai Electricity Distribution Circle/South-II,  
TANGEDCO,  
110KV SS Complex,  
K.K.Nagar, Chennai-600 078.

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

5. The Secretary, – By Email  
Tamil Nadu Electricity Regulatory Commission,  
4th Floor, SIDCO Corporate Office Building,  
Thiru-vi-ka Industrial Estate,  
Guindy, Chennai – 600 032.

6. The Assistant Director (Computer) –**For Hosting in the TNERC Website**  
Tamil Nadu Electricity Regulatory Commission,  
4th Floor, SIDCO Corporate Office Building,  
Thiru-vi-ka Industrial Estate, Guindy, Chennai – 600 032.