

Before the Hon'ble Ombudsman
U.E.R.C., 24 Vasant Vihar, Phase-II,
Dehradun-248006
Phone -(0135) 2762120

Case: Representation No. 7/2005 dated 29.4.2005

Complainant.

M/S Kissan Industries,
Jaspur,
Disst. Udham Singh Nagar.

Vs.

Respondents.

1. Chairman Consumers' Grievances Redressal Forum,
Kumaon Zone,
P.O. Kathgodam (Distt. Nainital)
2. Uttaranchal Power Corpn.Ltd.,
through its C.M.D.
3. Executive Engineer,
Electricity Distribution Division,
Kashipur.

In the matter of:

Representation against the dismissal of the complaint for claiming off-season benefit for running the Complainants rice-mill made before the Learned Consumers' Grievances Redressal Forum, Kumaon Zone, 132 Kv Sub-Station Compound, P.O. Kathgodam, Distt. Nainital vide the Forum's Decision dated 4.4.2005. The Learned Forum held that the provisions in the Rate Schedule in force RTS-7 covering off-season benefit had been violated, and accordingly the complaint was dismissed.

Quorum

Sri J.C.Pant	...	Ombudsman.
Date of Award	...	13.7.2005

AWARD

The above representation was received in this office on 29.4.2005 and accordingly has been registered as Representation No. 7/2005 dated 29.4.2005. A copy of the representation was sent to the Licensee on 4.5.2005 for submission of a point-wise reply by 11. 5.2005 and the same date was fixed for the first hearing.

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The Complainant failed to come on the date, however the Learned Counsel for the Licensee Sri Surendra Mohn Jain was present. The reply of the Licensee was awaited. Accordingly 25.5.2005 was fixed for the next hearing.

On 25.5.2005 the Complainant was again not present. The Learned Counsel for the Licensee Sri S.M.Jain was present. The point-wise reply of the Licensee was still awaited. A notice was issued on 26.5.2005 to the parties intimating 15.6.2005 as the next date for the hearing. The Licensee was directed therein to file the point-wise reply in the mean time with a copy to the Complainant.

On 15.6.2005 the Complainant was absent. Learned Counsel for Licensee Sri S.M.Jain was present. He submitted the written reply of the Licensee. The next date 29.6.2005 was fixed for arguments. The notice to that effect was accordingly issued and a copy of the same alongwith a copy of the Licensee's reply was collected by the Complainant's representative on the same day.

On 29.6.2005 neither the Complainant was present nor had he submitted his counter reply. However the Complainant had faxed that he could not attend as he was unwell, and had requested for another date. Accordingly 6.7.2005 was fixed for submission of the Complainant's reply, and a notice to that effect was issued on the same day.

On 6.7.2005 the Complainant was again absent. A fax was however received from the Munim of this firm stating that the Complainant was unwell and had gone to Delhi due to that reason, therefore another date in the month of August be given in the matter. The Learned Counsel for the Licensee presented his arguments. Accordingly 13.7.2005 was fixed for the award in the case. Notices were accordingly issued to the parties.

Facts and Circumstances of the case.

1. That the Complainant has a connection No. H-104/00160 for 63 B.H.P. for Industrial use under the RTS-7 Rate Schedule.

2. The Rate Schedule RTS-7 stipulated that:-

6. Billable Demand

- a) The billable demand as mentioned in 5(B) of Rate of Charge above for the month shall be the actual maximum demand or 75% of the Contracted load which ever is higher.
- b) "However, in respect of seasonal Industries during off season, the billable demand in the off season period shall be actual demand not more than 30% of the Contracted load. In case actual demand exceeds 30% of the Contracted demand in any month of the Off Season period then the billable demand for the particular month shall be as per 6(a) mentioned above shall be considered for billing."

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9. Terms and conditions for Seasonal Industries:

- g) During off season period, the maximum allowable demand will be 30% of the Contracted load and the consumers whose demand exceeds 30% of the Contracted load in any month of the off season will be denied the benefit of seasonal Industries during that season.
3. The Licensee has averred that the Complainant exceeded the allowable demand of 30% of the contracted load by utilizing an actual demand of 36.20 B.H.P. in the Off Season month of 6/2004.
 4. The meter reading of the demand as 36.20 B.H.P. is thus an irrefutable evidence which establishes the fact that the demand has exceeded 30% of the contracted demand and is thus a violation of the conditions set for availing the Off Season benefit.
 5. Moreover the Complainant has not shown due diligence in the pursuit of his case as is evident from his absence throughout the dates set for the proceedings intimated well in advance and has also materially failed to give any additional grounds in support of his case.
 6. Since no fresh material ground has been furnished which can lead to considerations of reviewing the Learned Forum's decision the representation lacks any merit and is liable to be dismissed.

AWARD

Having diligently and carefully considered all the facts and circumstances of the Complainant's representation against the decision of the learned Consumers' Grievances Redressal Forum, Kumaon Zone, P.O. Kathgodam and after giving due hearings to both parties, and having thus examined all the facts, I come to the conclusion that the decision of the Learned Forum in dismissing the complaint for grant of Off Season benefits to the Complainant is in order as the Complainant had exceeded 30% of the contracted demand, which was thus in violation of the clear terms of the RTS-7 Rate Schedule for availing the benefit of the Off-Season rates. The representation is devoid of merit and is thus dismissed.

Dated 13.7.2005

Sd. J.C Pant
OMBUDSMAN
Seal of Ombudsman