

THE ELECTRICITY OMBUDSMAN, UTTARAKHAND

Shri Kashmir Singh,
686, Indira Nagar,
Dehradun, Uttarakhand

Vs

The Executive Engineer,
Electricity Distribution Division (South)
Uttarakhand Power Corporation Ltd.
18, EC Road, Dehradun, Uttarakhand

Representation No. 23/2014

Order

The petitioner Shri Kashmir Singh approached the office of Ombudsman with a petition dated 27.11.2014 against the order dated 11.11.2014 of the Consumer Grievance Redressal Forum, Garhwal zone (hereinafter referred to as Forum) in his complaint against the Uttarakhand Power Corporation Ltd. (hereinafter referred to as respondent) for a demand of Rs. 1,42,940.00 in June 2014. The case was delayed due to the petitioner's own failure in submitting the rejoinder in time.

2. The petitioner has informed that he has a 2 KW connection at his residence and was regularly paying bills received by him. In June 2014 he received a bill for Rs. 1,42,940.00. On enquiring with the respondent he was informed that his meter was changed on 25.10.2007 and he had been sent IDF bills from 2007. The petitioner states that he was not given any sealing certificate at the time of the new meter being installed. On 27.09.2014 the petitioner approached the Forum. The Forum vide their order dated 11.11.2014 ordered that surcharge be removed and the rest be paid by the petitioner. The petitioner unsatisfied by the order of the Forum has alleged that the order of the Forum was incorrect and illegal. The petitioner has approached the Ombudsman stating that under the Electricity Act, 2003 section 56 (2) the respondent can only claim payment for the last 2 years. He has also pointed out that under the Uttarakhand Electricity Regulatory Commission (Electricity Supply Code)

Regulations, 2007 clause 3.2 (1) IDF bills can only be given for 3 months. The petitioner has prayed that the amount demanded by the respondent be waived.

3. The Forum during hearing ordered the petitioner on 09.10.2014 to pay 25% of the amount demanded by the respondent. This amount was paid by the petitioner. The Forum stated that the respondent vide their letter dated 30.09.2014 informed that the meter was changed on 25.10.2007, however the necessary action for getting the matter recorded, with the billing section was not done. Hence the petitioner was getting IDF bills for 200 units per month based on the earlier consumption. The petitioner was regularly paying his bills. However according to the new meter the actual consumption of the petitioner was about 1000 units per month. The meter reader informed the respondent that the new meter was working but due to the information not having been fed in the billing section, IDF bills were being sent. On receiving this information the respondent asked the Test Division to give a copy of the sealing certificate so that it could be entered into the billing section. The sealing certificate was given to them on 20.05.2014 and was fed into the billing system immediately. Subsequently the petitioner's bill was corrected. The net amount payable came to Rs. 1,42,940.00 up to 06/2014. As the petitioner did not pay this, the amount increased to Rs. 1,65,049.00 ending 08/2014.

The Forum was satisfied with the explanation of the respondent, however they opined that the respondent had been negligent in the matter and ordered that responsibility should be fixed for this long delay. Further it was ordered that surcharge on the amount should be waived off as the arrear bill arose due to the negligence of the respondent. The Forum ordered the respondent to serve the bill up to date minus the surcharge and ordered that the petitioner should make the payment within 15 days. In case he did not pay within 15 days the surcharge would be levied again.

4. Respondent in their statement have claimed that the petitioner was getting ADF/IDF bills from 2007 and has put the blame on the petitioner that the petitioner should have enquired from the respondent why he was getting such low bills when his consumption was much more. In fact the respondent has tried to claim that the petitioner deliberately kept silent on this. The respondent states that neither section 56 (2) nor regulation 3.2 (1) are relevant in this case. The respondent has admitted that though the meter was changed on 25.10.2007 due to a mistake the same was not fed in

the billing system due to which ADF/IDF bills for assessed 200 units per month were being sent. The respondent has further claimed that according to the meter installed at the premises of the petitioner the average consumption of the petitioner was about 1000 units per month whereas he was being charged for assessed 200 units per month.

5. The respondent asked the Test Division for the copy of the sealing certificate and on obtaining it on 20.05.2014 fed the same to the billing system. The bill on the basis of the reading was for Rs. 2,34,808.00. The respondent has also stated that the system corrected the bill only from 29.10.2008. Hence the petitioner was given the additional benefit of being charged @ 200 units per month (2400 units for this period). After adjusting the payments made by the petitioner, the amount came to Rs. 1,42,940.00. The bill for this amount was sent to the petitioner in 06/2014 but he did not pay the amount. As the petitioner did not pay the amount the bill amount increased to Rs. 1,65,049.00 in August 2014 and is continuously increasing thereafter. The respondent maintains that the Forum was wrong in its order that surcharge should be waived and has claimed that the petitioner should have to pay that amount also.
6. Brief facts of the case are that there is an electricity connection of 2 KW at the residence of the petitioner. As per the duplicate sealing certificate dated 20.05.2014 submitted by the respondent, the meter at the premises of the petitioner was changed on 25.10.2007 as the earlier meter was declared IDF. Though the meter was changed in 2007, as per the respondent's own admission the details of the new meter were not fed into the billing system due to which though the meter was functioning correctly, ADF/IDF bills were sent to the petitioner. On obtaining a copy of the duplicate sealing certificate of the installed meter, the respondents realized their mistake and sent a bill on the basis of the reading on the meter. As per the reading on the meter the petitioner had been consuming over 1000 units per month since 10/2007 but had been charged only for 200 units per month. Due to this the bill for the accumulated unbilled units minus the payments already made by the petitioner came to over Rs. 1,42,000.00. Not satisfied with the explanation of the respondent the petitioner approached the Forum. The Forum was satisfied with the explanation of the respondent about the mistake made by them in not billing the petitioner as per the reading on the meter and hence ruled in favour of the respondent.

7. From a perusal of all the documents submitted and examination of the bills of the petitioner after June 2014 wherein it is seen that his normal consumption is 1000-1200 units per month, it would appear that the accumulated units for which demand was raised by the respondent in June 2014 was correct. The petitioner has drawn attention to section 56 (2) of the Electricity Act, 2003 and clause 3.2 (1) of the Electricity Supply Code Regulations, 2007.

Section 56 of the Electricity Act, 2003 provides as under “*Disconnection of supply in default of payment.*”

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 supply, transmission or distribution or wheeling of electricity to him, the licensee or the generating company may, ... recover such charge or other sum ...

(2) Notwithstanding anything contained in any other law for the time being in force, no sum due from any consumer, under this section shall be recoverable after the period of two years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrear of charges for electricity supplied and the licensee shall not cut off the supply of the electricity:”

This section makes it clear that if the dues are continuously recoverable then this section limiting the period to 2 years would not apply. In the present case the dues were continuously recoverable from the date of installation of meters and hence the limitation of 2 years does not apply.

Clause 3.2 (1) of Uttarakhand Electricity Regulatory Commission (The Electricity Supply Code) Regulations, 2007

“3.2 Billing during the period defective/stuck/stopped/burnt meter remained at site

(1) The consumer shall be billed on the basis of the average consumption of the past three billing cycles immediately preceding the date of the meter being found or being reported defective. These Charges shall be leviable for

a maximum period of three months only during which time the licensee is expected to have replaced the defective meter.”

In the present case the meter was not defective. It was only due to the negligence of the respondent IDF/ADF bills were sent for over 7 years. Hence this clause cannot apply in this case.

8. The fact is that the petitioner has consumed the units he has been billed for. He therefore has to pay for the same. The respondent is ordered to draw up the bill from 10/2007 to 06/2014 of the total consumption recorded during this period by the new meter, on the basis of average monthly consumption at the appropriate tariff. The 25% already paid by the petitioner on the orders of the Forum against the original demand of 06/2014 to be deducted from the final bill. It is advised that the petitioner may make the entire payment at one go as he has requested for enhancement of load which can only be done after full payments have been made by him. However if he so desires the payments for the period 10/2007 to 06/2014 can be made in installments over a period of 5 years. Surcharge on this amount will not be charged till payments are completed as the delay is due to the negligence of the respondent and not any action of the petitioner. However in case the petitioner defaults in paying the amount due in monthly installments, if that is the method he adopts for payment, the surcharge due on the unpaid amount would have to be paid by the petitioner. All payments after 06/2014 till date should be separately shown. The petitioner is advised to make full payment of this amount immediately. If he fails to do so surcharge would become applicable. Order of the Forum is set aside.

Dated: 12.06.2015

(Renuka Muttoo)
Ombudsman