

## THE ELECTRICITY OMBUDSMAN, UTTARAKHAND

Shri Jagdish Singh  
W/o Shri Aan Singh  
Village Lamkot, P.O. Chaikhan  
Almora, Uttarakhand

Vs

The Executive Engineer,  
Electricity Distribution Division,  
Uttarakhand Power Corporation Ltd.  
Almora, Uttarakhand.

Representation No. 18/2016

### **Order**

The petitioner, Shri Jagdish Singh aggrieved by the rejection of his complaint by the Consumer Grievance Redressal Forum, Kumaon zone (hereinafter referred to as Forum) in their order 26.05.2016 in complaint no. 28/2016 has filed this petition before the Ombudsman.

2. The case in brief is that the petitioner has been receiving IDF bills against his connection meter no. LF1234 and connection no. 011500 since November 2010. The defective meter is still lying at his residence while a new meter was installed at his residence on a date which is disputed. However, it is accepted by both parties that IDF bills continued right up to December 2015. Petitioner has maintained that his meter was running and there was no need for replacement of meter. While the department claims that the bills continued to be raised on IDF basis since the change of meter had not been registered online. Petitioner has also claimed that the signature on behalf of consumer on the sealing certificate at the time of installation of new meter is neither of his representative nor his and the date of installation given by the SDO as 24.10.2014 is fictitious and has been given on the basis that meters were installed at other locations on that day. Petitioner disputes the date of installation of meter. Since he has paid all his bills and bills as well as receipts are available with him he is not liable to pay any further. Respondents have stated that electronic meter no.

ACE53575/Sl. No. 30742847 L&T make has been tested on 26.08.2013 and hence it would have been installed at the residence of the petitioner sometime after this date. They have also maintained that bill for consumer for the period October 2014 to December 2015 for 2459 units and Rs. 6,711.00 is in order and Forum is justified in upholding the validity of this bill, for which no sealing certificate signed by the petitioner is available either to the petitioner or the respondent. Even after the replacement of the meter, petitioner continued to receive IDF bills but his allegation that his payment against IDF bills was not being adjusted, in the new bills, has not been addressed by the department.

3. Forum in their order dated 26.05.2016 have given the finding that the main dispute in this case pertains to the date on which the new meter was installed on the petitioner's premises. While the petitioner claims that the meter was installed in December 2011 and in support of this claim he has submitted letters from the present meter reader as well as a former electricity department employee but the Forum has observed that no evidence has been placed on record that the petitioner complained about his IDF bills from 2010 to 2015. On the other hand respondent UPCL have given the sealing certificate as well as the copy of body seal register and they have also submitted that the new meter no. ACE 53575/SL No. 30742847 L&T was checked in the Test Lab on 26.08.2013. Hence as per the evidence filed by the respondent, meter could not have been installed in 2011 as claimed by the petitioner. Accordingly Forum have come to the conclusion that it seems reasonable to accept that the meter was installed on 24.10.2014 as claimed by respondent. Forum have therefore dismissed the complaint.
4. Respondent in their written statement before the Ombudsman have explained that as per directions from the UPCL Head Quarters list of consumers with IDF billing for more than 20 cycles was checked in which the name of petitioner also appeared. The staff of distribution division went to the premises of the petitioner to check the meter and reported that the existing meter was ok and the defective meter had already been replaced in the past and present reading in the new meter is 2432. (The billing history submitted by the respondent shows reading 2432 on 20.12.2015 which suggests that the staff had checked the meter at site on 20.12.2015). The WS further states that while the old mechanical meter was replaced by the contractor on 24.10.2014 but because of non submission of sealing certificates to the laboratory the new meter

could not be updated online. Hence the IDF billing continued despite replacement of meter. The online updation of the replaced meter was completed in December 2015. Hence the respondent have maintained that the bill for Rs. 6,711.00 for the period October 2014 to December 2015 for consumed energy of 2459 units is appropriate and cannot be canceled as it represents energy consumed by petitioner's premises. Respondent have further challenged petitioner's claim of personal enmity of the SDO having guided the readings or action of the department. This action is entirely consistent with policy and directions of the corporation and the petition deserves to be rejected.

5. A perusal of the records available on file and hearing of the arguments adduced by respondent while petitioner was absent reveals that the petitioner has a connection of 1 KW for which the IDF bill (presumably on the basis of average of previous 3 billing cycles) is of 40 units per bill i.e. 20 units per month. It is also clear that the above meter could not have been replaced in 2011 as claimed by petitioner since it was checked in the Test Lab only on 26.08.2013. The meter could have been installed at some point after this date. Petitioner has also disputed the date of installation claimed by respondent i.e. 24.10.2014 and has alleged that the sealing certificate was not given to him, does not carry his or his representative's signature and the old replaced meter is still lying at his residence and has not been taken away by the department. While the bills continued to be issued on IDF basis even after replacement of the meter. Further it does not appear logical that a checked meter issued to the contractor for replacement should continue to lie with him for 14 months before installation. The date of installation of 24.10.2014 does not have any basis other than the sealing certificate which is disputed by the petitioner. Further the sealing certificates were also not submitted to the Test Lab to enable online updation of bill and were submitted only in December 2015. As per the respondent statement the contractor held tested meter for 14 months prior to installation and also held sealing certificate of the replaced meter for a period of 14 months before submission to the department. In case the dates are correct it reveals signal failure of supervision on the contractor by the respondent, apart from complete disregard for provisions of Regulations.
6. Respondent have issued IDF bills to the petitioner @ 40 units per bill i.e. 20 units per month. The consumption pattern of the petitioner is therefore 20 units per month. In case the meter is considered replaced on 24.10.2014 the consumption per month will

come to 176 units per month i.e. 352 units per bill, which also seems an unlikely increase for a connection of 1 KW.

7. It is clear that respondent have completely disregarded Regulations regarding replacement of IDF meters within 3 billing cycles and have been guided only by corporate directives to check those connections which have IDF billing for more than 20 billing cycles. Respondent have also failed to exercise any supervision over the contractor charged with replacement of meters. Consequently the contractor is supposedly holding tested meters for a period of 14 months prior to installation and not submitting sealing certificates to Test Lab to enable online updation of billing for a period of 14 months. Therefore it seems logical to presume that meter issued to the contractor by the Test Lab would have been installed within a month of issue. Even if 7 meters were issued to the contractor this is the most generous time frame that can be allowed to him.
8. While the date of installation of meter could certainly not be December 2011 as claimed by the petitioner because the meter was checked in the Test Lab on 26.08.2013, at the same time it cannot be considered reasonable for the contractor to install a meter 14 months after receiving it from the Test Lab on 26.08.2013, and the date of installation of meter claimed to be 24.10.2014 on the basis of sealing certificate of the said date can also not be considered correct. Firstly because 14 months time has been taken by the contractor for installation of the meter after receiving it from Lab, and secondly because sealing certificate was not submitted to the Test Lab for another 14 months after the claimed date of its installation and that too after receipt of directions from the corporate office. Such being the case it is necessary to decide the reasonable date of installation of meter. It is considered that one month's time is sufficient for the contractor to install a meter after receiving it from the Lab. In the instant case since the meter was tested in the Lab on 26.08.2013 it is reasonable to consider that the meter was installed by 01.10.2013.
9. It is therefore directed that the date of replacement of meter be taken as 01.10.2013 and the recorded consumption of 2459 units be taken as the metered consumption from 01.10.2013 to 20.12.2015. Bills for the said period for 2459 units be framed on appropriate tariff without LPS and after allowing adjustment of the amount deposited

by the petitioner against the IDF bills for the said period. Forum order is set aside. Petition is partly allowed.

10. As pointed out above respondent UPCL are directed to take necessary disciplinary action against the erring staff for violation of relevant Regulations regarding replacement of IDF meters as well as for not exercising proper supervision on the contractor engaged for replacement of meters.

Dated: 21.11.2016

(Vibha Puri Das)  
Ombudsman