

## THE ELECTRICITY OMBUDSMAN, UTTARAKHAND

Shri Puran Singh Aswal  
S/o Late Shri Mastilal Aswal  
Gaushala Road, 14 Bigha,  
Rishikesh, Distt. Dehradun, Uttarakhand.

Vs

The Executive Engineer,  
Electricity Distribution Division,  
Uttarakhand Power Corporation Ltd.  
Shail Vihar, Rishikesh,  
Distt. Dehradun, Uttarakhand.

Representation No. 09/2017

### **Order**

Aggrieved by the order dated 16.02.2017 of Consumer Grievance Redressal Forum, Garhwal zone (hereinafter referred to as Forum) in complaint no 167/2016 Shri Puran Singh Aswal has filed this appeal before the Ombudsman. The case in brief is that the petitioner is aggrieved by the bill of period 28.07.2016-28.09.2016 of Rs. 1634 and a further bill of 28.09.2016-28.11.2016 in which the same outstanding has again been shown which according to petitioner are incorrect and the bills need to be corrected as he has paid all bills given to him and there is no justification for any arrears.

2. The Forum heard the petitioner and the opposite party UPCL and decided that since the meter no. 891516 in respect of connection no. RK15118003457 was shown as IDF from March 2014 and the meter was replaced as per sealing certificate of 22.11.2014 by the new meter no. 40119878, the petitioner is liable to pay for units consumed but not paid in the IDF bill. The Forum therefore held that the only fault of the respondent was in not charging as per appropriate tariff and therefore decided that bill be revised as per appropriate tariff and no LPS, Forum held that the complaint of the petitioner has been resolved.
3. Petitioner has however, continued to feel aggrieved despite this order of the Forum. Petitioner has, in his appeal, said that the bill amount for the period 28.07.2016-28.09.2016 of Rs. 1634 is not recoverable from him as he has been paying as per meter reading and he is willing to pay as per meter reading but he is being targeted

and exploited by the department. Hence he has requested that the order of the Forum be set aside and correct bill as per meter reading be given to him.

4. The respondent UPCL in their written statement have conceded that petitioner was given IDF bills for the meter that was defective. However even after replacement of the meter on 22.11.2014, for “technical reasons”, the consumer’s bill continued to reflect IDF up to May 2016. It is for this reason that a revised bill was issued to the consumer on 28.07.2016 for a total 1721 units and Rs. 5,789.00. After giving full adjustment for sums deposited by the consumer between 22.11.2014 and 25.05.2016, balance payable comes to Rs. 2,000.00. As per directions of the Forum revised bill has been issued to the petitioner after deducting surcharge. Net payable amount as decided by Forum is genuine liability of petitioner.
5. Arguments have been heard and record available on file have been perused. It is clear that the petitioner has been paying his dues in a timely manner and there has been no default on his part. He is obviously discomfited by bills not reflecting meter readings and for periods for which he has already been given bills which he has paid. From the material on record it is clear that the meter no. 40119878 installed on 22.11.2014 is working and is showing readings but the respondent UPCL have due to their mistake not fed details of the meter in their system because of which IDF bills continued to be generated from 22.11.2014 to May 2016. When this mistake came to light, respondent issued one bill for Rs. 5,789.00 for total 1721 units for the period 22.11.2014 to 25.05.2016. After giving credit for amount paid by the petitioner for average consumption, the balance amount left was Rs. 2,000.00. Forum have correctly directed that bill for the period 22.11.2014 to 25.05.2016 be revised on appropriate tariff. As a result of this the net balance payable up to February 2017 came to Rs. 2,474.00. Bill for the same was given to the petitioner.
6. The petitioner has contested the arrear of Rs. 1634.00 shown in the bill from 28.07.2016 to 28.09.2016 and has maintained that these arrears and that shown in the subsequent bills are wrong as he has been paying all the bills as received from the respondent from time to time and therefore no arrears are outstanding against him. He has therefore requested that these arrears be deleted from his account. A perusal of the record shows that IDF bills @ 110 units per bill were being issued from March 2014 to 25.05.2016 against which the petitioner had been making payments. But on revision of the IDF bills for the period 22.11.2014 to 25.05.2016 subsequent to

replacement of old defective meter on actual consumption recorded by the meter already installed on 22.11.2014, the amount of revised bill till 28.07.2016 on appropriate tariff was Rs. 5,197.25 and after adjustment of the payments made by the petitioner against the IDF bills amounting to Rs. 3,441.00, net amount payable by him up to 28.07.2016 are Rs. 1,756.25. This amount is without any surcharge. The petitioner's contention that this bill is incorrect is not correct. Further billing on metered consumption continued and since he did not pay anything after the payments accounted for as aforesaid the net dues outstanding against him comes Rs. 2474.00 as on February 2017

7. In view of the aforesaid clarification, the Forum has rightly decided the case and the dues ending February 2017 shown as Rs. 2,474.00 in Forum's order also tallies with the consumer ledger which are the genuine dues and are payable by the petitioner. Forum order is upheld. Petition is dismissed.
8. It is seen that IDF billing in the old defective meter continued from 03/2014 to 22.11.2014 for a total period of 8 months. Subsequently while meter was replaced on 22.11.2014, billing continued on IDF basis right up to 05/2016. UERC (The Electricity Supply Code) Regulations 2007 provide

***“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.”***

9. Respondent have caused avoidable revenue loss to themselves while violating relevant Regulations and also caused undue harassment to a small consumer who has been regularly paying his bill as demanded. Appropriate exemplary action against responsible officers and staff and necessary correction in the systems to ensure timely advise of meter change to the billing system and compliance of Regulations regarding replacement of and billing in case of IDF meters may be taken by Senior Management of Respondent. Action taken be reported to Ombudsman within 30 days of this order.

Dated: 13.06.2017

(Vibha Puri Das)  
Ombudsman