

THE ELECTRICITY OMBUDSMAN, UTTARAKHAND

Shri Pankaj Singhal
S/o Shri Satyanarayan
Bazpur, Distt. Udham Singh Nagar,
Uttarakhand

Vs

Executive Engineer,
Electricity Distribution Division
Uttarakhand Power Corporation Ltd.
Bazpur, Distt. Udham Singh Nagar,
Uttarakhand

Representation No. 45/2019

Order

Date: - 27.12.2019

Being aggrieved with Consumer Grievance Redressal Forum, Kumaon zone (hereinafter referred to as Forum) order dated 03.08.2019 in his complaint no.58/2019 before the said Forum against Uttarakhand Power Corporation Ltd. (UPCL) through its Executive Engineer, Electricity Distribution Division, Bazpur, (hereinafter referred to as respondent) the petitioner Shri Pankaj Singhal has preferred this appeal on behalf of his father Shri Satya Narayan who is a consumer of UPCL under domestic category for connection no. 362M109007399, for withdrawal of LPS after 08/2017 to 09/2019 and correction of his bills.

2. The petitioner has stated that the Forum has decided his complaint no. 58/2019 on 03.08.2019 in which he has not been given justice. He has submitted that
 - i) The Forum have agreed that LPS amounting to Rs. 9,852.00 was wrongly charged in a 19 month accumulated bill issued on 13.08.2017 and if the Forum was of that opinion and have held that bill issued on 13.08.2019 was wrong then the LPS levied after 13.08.2017 be withdrawn.
 - ii) The opposite party informed the Forum that entry of the meter changed on 15.03.2016 was made in the system after 18 months in the month of August

2017. The sealing certificate does not carry his signatures so this sealing without signature of the petitioner is arbitrary and as such the sealing certificate and reading 21064 shown in the month of August 2017 be cancelled.

- iii) He has questioned that if the meter was replaced on 15.03.2016 at 0 (zero) reading then why it was advised to the system after 18 months and why his signatures were not obtained on the sealing certificate. The department has shown a consumption of 21064 units in 19 months giving an average monthly consumption of 1108 units but the bill from 10.04.2019 to 07.06.2019 is for 422 metered unit i.e. monthly consumption 211 units . It also suggests that the initial reading in the meter at the time of its installation was not 0 (zero) but something else more than 0 (zero). It may therefore be possible that the said meter was installed about one or two months preceding the month of August 2017 having some past reading. He has referred that an excessive bill was also issued by the department about 3 months back and after persuasion with the department and on verification, reading in the meter was found less than what was shown in the bill and that bill was corrected. This indicates the modus operandi prevailing in the department. The petitioner has submitted that he was being mentally and financially tortured under the repeated threat of disconnection of supply. He has therefore requested that the bill for the month of August 2017 issued for 21064 units be got corrected and the interest (LPS) levied on this bill be got waived off.
3. The petitioner has also submitted a revised petition dated 25.09.2019 which is nothing but a reiteration of his original petition dated 20.08.2019.
4. In their order dated 03.08.2019 the Forum have observed that issue of IDF bills for 18 months after replacement of meter on 15.03.2016 is gross carelessness of the opposite party and accumulated bill for the period 15.03.2016 to 13.08.2017 was issued in which LPS Rs. 9,852.63 have been added. The Forum have held that since an accumulated bill on actual metered consumption was issued on 13.08.2017 imposition of LPS on this bill does not appear to be justified. Having observed as above the

Forum have directed that the LPS added in the bill of 13.08.2017 amounting to Rs. 9,852.63 be withdrawn and have thus allowed the complaint partially.

5. The respondent has submitted his written statement vide his letter no. 1600 dated 31.10.2019. He has submitted that in compliance to Forum's order dated 03.08.2019 in the complaint of the petitioner LPS amounting to Rs. 9,852.63 charged in the bill for the month of 08/2017 has since been withdrawn on 25.09.2019. A copy of the ledger has been adduced to substantiate his submission. Regarding sealing certificate while enclosing a copy of the said sealing certificate dated 15.03.2016 he has submitted that the sealing certificate and the sealing book was submitted before the Forum which carries signature of JE (Meter) (photocopy of the sealing certificate does not carry signature of the consumer). He has admitted that there has been a delay in advising the meter change to the system due to excessive work load on concerned JE and for which he has regretted. While denying petitioner's averment under para 4 of the petition, the respondent has submitted that the meter is working correctly and the bill has been issued for the metered consumption. At present a sum of Rs. 50,775.00 are outstanding against the petitioner, a copy of consumer history has also been submitted with the written statement which shows balance against the petitioner Rs. 52,862.00 in the bill for the month of 10/2019 issued on 05.10.2019.
6. The petitioner has submitted a rejoinder on 26.11.2019. He has admitted that LPS amounting to Rs. 9,852.63 has duly been deleted from the bill on 25.09.2019 but he has requested that surcharge after 08/2017 till 09/2019 be also withdrawn. The rest contents of the rejoinder are reiteration of his averments in the petition.
7. Hearing in the case was held on 20.12.2019. Both parties appeared and argued their case. The arguments were concluded and 27.12.2019 was fixed for orders. Records on file have been perused, arguments from both parties have been heard. It is found that as per respondent the existing meter was replaced on 15.03.2016 by a new meter vide sealing certificate no. 25/1368 at 0 (zero) initial reading of the new meter and no display of the old existing meter, a remark has been mentioned that the meter was replaced being IDF. This sealing certificate does not carry consumer's signature. The petitioner has challenged this sealing certificate on the grounds that the meter was not replaced in his presence which is evident from the sealing certificate itself which do not carry his signatures. He has further objected that after replacement of meter on

15.03.2016 this was advised in the billing system in the month of August 2017 i.e. after a delay of 19 months and on these grounds he has suspected that the meter was not installed at 0 reading but on some higher reading and it was perhaps not installed on 15.03.2016 as claimed by the respondent but perhaps one or two months before August 2017 and therefore the consumption of 21064 units shown in the accumulated bill from 03/2016 to 08/2017 claimed to be the actual metered consumption is not so in fact and it is fabricated perhaps because as per this accumulated bill average monthly consumption is 1108 units while bill for the month of June 2019 is for 422 metered units i.e. 211 unit per month and therefore he has requested that the bill from 03/2016 to 08/2017 be got revised on the basis of average consumption shown in the bill of 06/2019.

8. Before arriving on a conclusion to decide the case, it would be appropriate to see the relevant regulation for installation or replacement of meter and filling of sealing certificate for installation or any change of meter. Sub regulation 3.1.1 (5) of UERC (The Electricity Supply Code) Regulations, 2007 provides necessary directions on the issue and the same is reproduced hereunder.

“(5) Initial installation and replacement of the meter shall be done by the Licensee in the presence of the consumer or his authorised representative after giving one week’s notice. At the time of Initial installation and replacement the Licensee shall record the particulars of meter in the Sealing certificate which shall be jointly signed by the Licensee and the consumer. A copy of the sheet shall be issued to the consumer under proper receipt.”

It is clear that the respondent have grossly violated the provisions of aforesaid regulations in replacement of the meter which is itself evident from the sealing certificate adduced by them and secondly 18/19 months delay in advising the meter change to the billing system and issuing IDF bills till 06/2017 even after replacement of the meter in the month of 03/2016 and not only that but the IDF billing was continuing from 03/2014 before replacement of meter and as such IDF billing continued for 42 months i.e. 21 billing cycles at a stretch in gross violation of sub regulation 3.2 (1) of UERC Regulation and tariff provisions which are reproduced below and provides for billing on IDF for 2 billing cycles in case of bimonthly billing.

“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.***

Tariff provision

“4. Billing in Defective Meter (ADF/IDF), Meter not Read/Not Accessible (NA/NR) and Defective Reading (RDF) Cases

In NA/NR cases, the energy consumption shall be assessed and billed as per average consumption of last one year average consumption (as per the Electricity Supply Code) which shall be subject to adjustment when actual reading is taken. Such provisional billing shall not continue for more than two billing cycles at a stretch. Thereafter, the licensee shall not be entitled to raise any bill on provisional basis. In case of Appear defective (ADF) Identified defective meter (IDF) and Reading defect (RDF) cases, the consumers 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 (as per the Electricity Supply Code). These charges shall be leviable for a maximum period of three months or two billing cycle in case of bi-monthly billing only during which time the licensee is required to replace the defective meter. Thereafter, the licensee shall not be entitled to raise any bill without correct meters.

The checking and replacement of defective meter cases namely IDF and ADF and defective reading cases namely RDF shall be done by the licensee in accordance with the provisions of the Electricity Supply Code as applicable.”

This is a proof of lackadaisical working of the respondent. Further against claimed consumption of 21064 units (21213 units as per billing history) in the accumulated bill from 03/2016 to 08/2017 the metered consumption as per billing history from 08/2017 to 10/2019 is only 3586 units (24660 reading on 05.10.2019 – 21074 reading on 13.08.2017) in 26 months against 21074 units from 03/2016 to 08/2017 in 19 months as claimed by the respondent in the bill issued on 13.08.2017 for Rs. 1,02,298.00.

9. In view of the above facts of the case accumulated bill from 03/2016 to 08/2017 for 21074 units amounting to Rs. 1,02,298.00 cannot be upheld and is therefore ordered to be withdrawn. Alternatively the respondent are directed to issue a revised bill for the period 03/2016 to 08/2017 on the basis of average consumption recorded after 08/2017 to 10/2019 which is 3586 units in 26 months as per billing history and thus average monthly consumption of 138 unit per month on appropriate tariff without levy of any LPS and after adjustment of the payments made by the petitioner against the disputed bill. The revised bill as directed above be issued in the next first billing cycle. The petition is allowed. Forum order stands modified as above.

Dated: 27.12.2019

Subhash Kumar
(Ombudsman)