

## THE ELECTRICITY OMBUDSMAN, UTTARAKHAND

M/s Vaibhav Ispat Private Ltd.  
C-8, UPSIDC Industrial Area  
Bahadarabad, Haridwar, Uttarakhand

Vs

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

Representation No. 01/2020

### **Order**

Dated: 28.01.2020

Being aggrieved with Consumer Grievance Redressal Forum, Haridwar zone (hereinafter referred to as Forum) order dated 06.12.2019 in complaint no. 124/2019 before the said Forum, M/s Vaibhav Ispat Private Ltd. (petitioner) has preferred this appeal through their authorized representative, Shri Divas Joshi against Uttarakhand Power Corporation Ltd. (hereinafter referred to as UPCL) through its Executive Engineer, Electricity Distribution Division, Jwalapur, Haridwar.

2. At the outset the petitioner has submitted that the Forum has dismissed their complaint outright without appreciating and considering the documents placed on records and submissions made during hearing judiciously. The complaint was instituted before the Forum against the arbitrary, illegal, unjustified and unwarranted demand of Rs. 61,669.00 through an entry “continuous supply charges” in the monthly bill dated 03.08.2019 for the month of 07/2019 and have sought relief of quashing and setting aside the same. They are a consumer of UPCL with connection no. 8875 with contracted load 4200 KVA and has been regularly paying the consumption charges as per demand being raised by the respondent through monthly bills and there has been no default on their part since release of connection. The petitioner has submitted the factual matrix leading to filing the present petition as below:

- a) A breakdown occurred in the power line on the said connection on 16.07.2019, the department was contacted and they rectified the fault and normalized the power. The respondent had confirmed that 2 nos. PTs and meter was burnt and replaced vide sealing certificate dated 16.07.2019. Subsequently, they received bill for the month of July 2019 in which a sum of Rs. 61,669.00 was found added against continuous supply charges.
- b) The respondent were requested to rectify the disputed amount vide letter dated 16.08.2019 which was received by the respondent office on 17.08.2019.
- c) As the respondent did not do anything to resolve the grievance, a complaint was filed before the Forum, which was dismissed by them.

### 3. **Grounds of appeal**

The petitioner have submitted the following grounds of appeal:

- a) The impugned amount raised by UPCL is most illegal, obscure, erroneous, arbitrary, unwanted, perverse, irregular and issued in a unjust manner in clear violation of the settled law resulting in manifest injustice and causing serious prejudice to them and as such the same deserves to be quashed and set aside.
- b) UPCL action is in clear violation of principles of natural justice, equity and good conscience in as much as no notice or opportunity of being heard was given before raising the impugned bill.
- c) As per well settled proposition of law a person cannot be penalized or asked to pay undue amount without the same actually having been fallen due.
- d) No tampering in the metering system was done by the petitioner and also no such allegation has been leveled by the respondent.
- e) Referring to sub regulation 4 of regulation 3.1.3 of Uttarakhand Electricity Regulatory Commission (The Electricity Supply Code) Regulations, 2007 he has submitted that it is the responsibility of Licensee to maintain the meter and keep it in working order at all times. Further referring to Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 (hereinafter referred to as CEA Regulations) as also Supply Code, they have stated that CT, PT are itself part of meter and hence these also need to be maintained by the respondent.

- f) They have further stated that in terms of sub regulation 4 (11) of UERC (Release of New HT & EHT Connection, Enhancement and Reduction of Loads) Regulations, 2008 (hereinafter referred to as HT Regulations) the consumer is required to pay a sum of Rs. 10,00,000.00 towards the cost of terminal equipment including circuit breakers, isolators, lighting arrestors at sending end and EHT cable, CT/PT, meter cubicle etc. at both ends.
- g) The Forum did not consider sub regulation 3 of regulation 3.1.5 (burnt meter) as is evident from the decision summary and which has been the basis of the judgment dated 06.12.2019. They have further submitted that apart from above the Forum did not consider their following submissions made before them:
- i. Sub regulation 3 as referred above which formed basis of judgment is for the cases where the meter gets burnt due to falling water. The Forum misconstrued the case and applied the said clause which could not have been attracted as it is not the case of meter burnt due to falling water.
  - ii. The moisture is present in air every time and if moisture is the reason for breakdown the meter should not work at all.
  - iii. In the sealing certificate it was nowhere mentioned that there was falling water or any means was available through which water can fall on the panel. The sealing certificate states to recover the cost of meter and 2 nos. PTs as per rule. The Forum in their decision have mentioned that the sealing certificate carries signature of consumer's representative but they have failed to realize that the said sealing certificate does not contain consumer's acceptance for making payment of the cost.
  - iv. It is the respondent who is very well versed with the operational requirement of their meter and necessary conditions required to be maintained inside the metering panel as far as humidity and temperature is concerned for reliable working of meter. These conditions inside the metering panel are ensured by presence of heater inside the panel and through ingress protection level as per technical specifications of the metering cubicle.

- v. It is pertinent to mention that the metering cubicle has been provided by the respondent, the cost of which was paid by the petitioner at the time of its installation.
  - vi. The petitioner not being a technical person are not supposed to be competent about the operation conditions of the meter neither they have any authority to do so in view of section 135, 136 and 138 of the Electricity Act, 2003.
  - vii. Sub regulation 2 of Supply Code regarding burnt meter provides that “The Licensee shall get the burnt meter removed from site/consumer’s premises and test the same and if it is established based on test results that meter got burnt due to technical reasons eg. voltage fluctuations, transients etc. attributable to system constraints. The licensee shall bear the cost of meter.” They have stated that in the instant case the metering cubicle has not worked as per technical specifications hence the cost for the burnt meter should be borne by respondent. The meter was never tested and still in the absence of the test report the Forum decided the case in favour of the respondent.
4. Having submitted as above they have stated that the petition has been filed before the Hon’ble Ombudsman for necessary relief and redressal and for quashing the disputed amount of Rs. 61,669.00 as there is no alternative remedy available to the petitioner for relief prayed for in the appeal other than the Hon’ble Ombudsman.

5. **Prayer:**

In the premises aforesaid they have made the following prayer:

- a) Call for records of the case for perusal.
  - b) Quash and set aside the Forum order.
  - c) Quash the amount of Rs. 61,669.00 added in the impugned bill being arbitrary and contrary to the provisions of the Regulations.
  - d) Pass any other order or direction as the Hon’ble Ombudsman may deem fit in the interest of justice.
6. The Forum after going through the records placed before them and hearing both parties have observed that as per sealing certificate no. 4/5 dated 16.07.2019 that due

to a breakdown occurred, due to moisture PT of R and Y phase got damaged along with check meter got damaged and replaced and the cost of PT and meter should be charged as per rule. They held that excessive moisture in the premises of the complainant as a reason of burning of PTs and meter and quoting Supply Code sub regulation 3.1.5 (3) arrived at a decision that in view of the provisions of the aforesaid regulation the consumer is liable to pay the cost of the burnt PT and the meter and hence accordingly dismissed the complaint vide their order dated 06.12.2019.

7. The respondent has submitted his written statement vide letter no. 237 dated 15.01.2020, while he has not submitted any comment on point no. 1, 4 (c), 5, 6 and 7 of the petition and has shown his agreement with point no. 3, 4 (a) & (b) and have stated that reply to point no. 3, 7 and 4 of the petition may be treated as reply against point no. 2 of the petition and have thus submitted his reply only against point no. 2 wherein he has stated that the petitioner has a connection no. JW0K000008875 for 4200 KVA contracted load. He has stated that as per report of Test Lab vide letter 132 dated 20.10.2019 read with sealing certificate no. 04/05 it was reported that due to breakdown in 33 KV line PT and meter at the premises of the petitioner were burnt which were replaced by a new meter and 2 nos. new PTs. He has reproduced the remarks mentioned on the sealing certificate as *“due to moisture breakdown occurred, due to that PT of R and Y phase got damaged along with check meter also got burnt. Replaced both damaged PT and check meter burnt. Resealed the TRMC, since PRMC is totally moisturized required to be replaced to avoid breakdowns.”*

Further it is mentioned on the said sealing certificate that PT cost should be charged along with meter cost as per rule. As such cost of meter and 2 PTs amounting to Rs. 61,669.00 is chargeable from the consumer and the same amount has accordingly been added in the bill. Referring to sub regulation 3.1.5 (3) of Supply Code he has submitted that excessive moisture at the premises of the consumer was attributable to burning of meter and PTs and in view of the above referred regulation the petitioner is liable to pay the cost of the burnt meter and the PT. A copy of the sealing certificate no. 04/05 dated 16.07.2019 as well as calculation sheet for Rs. 61,669.00 chargeable to the consumer has also been submitted with the written statement.

8. The petitioner vide his letter dated 17.01.2020 submitted that the respondent has agreed on most of the points of the appeal hence they are not submitting any rejoinder as desired and requested that case may be processed accordingly.
9. The hearing was therefore fixed for 21.01.2020. Both parties appeared for arguments. The petitioner was represented by Shri Divas Joshi, their authorized representative and the respondent was represented by Shri Keval Singh, SDO. Both of them submitted their oral arguments. In addition to that the authorized representative of the petitioner also submitted a written argument wherein he has quoted sub regulation 3.1.1 (2) and sub regulation 3.1.5 (2) of Supply Code also referred CEA definition of meter according to which CT and PTs are also a part of the meter and in view of these sub regulations as well as their submissions in the petition the prayer already mentioned in petition have been repeated.
10. The respondent's representative Shri Keval Singh, SDO categorically stated in his arguments that the burnt meter was not tested in departmental lab as required under sub regulation 3.1.5 (2) and (3) of Supply Code. He also stated that the sealing certificate no. 04/05 dated 16.07.2019 has interalia been signed by him while other officers who signed the said sealing certificate were Executive Engineer (Test), Executive Engineer (Distribution), AE (Test) and JE (Distribution) and it was also signed by the representative of the petitioner.
11. The documents available on file were perused and arguments from both parties were heard. Forum file was also collected as desired by the petitioner and have also been gone through. The relevant regulations as well as meter specifications relating to moisture conditions in PRMC as submitted by Chief Engineer, (Comm.) UPCL Headquarters, Dehradun vide their letter no. 3573 dated 11.11.2019 have also been perused. It has been observed that while the petitioner have contested their case based on the relevant regulations. Respondent's case is tenuous for non-compliance of relevant regulations and other appropriate provisions. It would be appropriate if the relevant regulations as mentioned in the petition and are applicable in the instant case are mentioned in this order and applicability thereof in the instant case is discussed and explained. As such the regulations which are attracted are reproduced below.

i) **Burnt meter (3.1.5)**

*“(1) In case the meter is found burnt upon inspection by the Licensee on consumer’s complaint or otherwise, the Licensee shall restore connection in 6 hours upon receiving the complaint by bypassing the burnt meter after ensuring that necessary corrective action at site is taken to avoid future damage. New meter shall be provided by the Licensee within 3 days. However, if the original meter was provided by the consumer than the new meter shall be arranged by him.*

*(2) The Licensee shall get the burnt meter removed from site/consumer’s premises and test the same. If it is established, based on test results, that meter got burnt due to technical reasons e.g. voltage fluctuation, transients etc. attributable to system constraints, the Licensee shall bear the cost of meter.*

*(3) In case upon inspection of the consumer’s installation and subsequent testing of the meter, it is established that meter got burnt due to causes attributable to the consumer e.g. tampering, defect in consumer’s installation, meter getting wet due to falling of water, connection of unauthorized load by the consumer etc. the consumer shall bear cost of new meter in case the original burnt meter was provided by him. In case the meter was provided by the Licensee, the consumer shall pay the cost of new meter.”*

### **3.1 Metering**

*3.1.1 (4) It shall be the responsibility of Licensee to maintain the meter and keep it in working order at all times.*

#### **3.1.3 Testing of meters**

*“The Licensee shall conduct periodical inspection/testing and calibration of the meters as per Rule 57 of the Electricity Rules, in the following manner:*

*(1) Periodicity of meter tests - The Licensee shall observe following time schedule for regular meter testing:*

<i>Category</i>	<i>Interval of testing</i>
<i>Bulk supply meters (HT)</i>	<i>1 year</i>

*LT meters*

*5 years*

*CT ratio and accuracy of CT/PT, wherever applicable, shall also be tested along with meter.*

***Definition of meter”***

The meter is defined under sub regulation 1.2.(1)(ff) in Supply Code as well as in sub regulation 2 (1) (p) in CEA meter regulations as follows:

*“ff) “Meter” means a device suitable for recording consumption of electrical energy supplied or any other parameter during any specified period and shall include, wherever applicable, other associated equipment such as CT, PT etc. necessary for such recording. It shall also include any seal or sealing arrangement provided by the Licensee for preventing unauthorised use of electricity;”*

*“(p) ‘Meter’ means a device suitable for measuring, indicating and recording consumption of electricity or any other quantity related with electrical system and shall include, wherever applicable, other equipment such as Current Transformer (CT), Voltage Transformer (VT) or Capacitor Voltage Transformer (CVT) necessary for such purpose;”*

**HT Regulation under sub regulation 4.11 Table 1 (B) (2) provides as follows for 33 KV connections.**

*“(2) Terminal equipment including circuit breakers, isolators, lightening arrestors at sending end and EHT cables, CT, PT, Meter cubicle etc. at both ends. Rs. 10.00 lac.”*

- 12. Climatic conditions (as submitted by Chief Engineer (Comm), UPCL vide letter 3573/UPCL/RMC/Misc. dated 11.11.2019**

**3.0 Climatic Conditions**

**The meter should operate satisfactorily and continuously with specified accuracy under hot, dusty and tropical conditions and other climatic conditions specified hereunder: -**

<b><i>I. Specified Operating Range</i></b>	<b><i>-10°C to +55°C</i></b>
<b><i>II. Limit Range of Operation</i></b>	<b><i>-20°C to +60°C</i></b>
<b><i>III. Limit Range for storage and transport</i></b>	
<b><i>IV. Relative Humidity</i></b>	
<b><i>a. Annual Mean</i></b>	<b><i>&lt;75%</i></b>
<b><i>b. For 30 days (Spread over one year)</i></b>	<b><i>&lt;95% non condensing</i></b>
<b><i>c. Occasionally, on other days</i></b>	<b><i>100%</i></b>
<b><i>V. Maximum altitude above M.S.L.</i></b>	<b><i>3000 Meters.</i></b>
<b><i>VI. Average Annual Rain fall</i></b>	<b><i>1200 mm.</i></b>
<b><i>VII. Seismic level (Horizontal acceleration)</i></b>	<b><i>0.30</i></b>

13 In order to decide as to who is responsible for the breakdown in the metering cubicle, resulting into burning of meter and 2 PTs and who is liable to pay the cost of the burnt equipments, provisions under the above mentioned regulations needs to be kept in view while deciding the case. As no evidence has been adduced by the respondent it appears that periodical testing of the metering equipment as required under sub regulation 3.1.3 once in a year was never conducted by the respondent also there is no evidence on record to show that moisture level in the metering cubicle (PRMC) was ever checked by the respondents to ascertain that the moisture level is within the specified limits as per their own specifications which could have also shown that the metering cubicle is of the desired specifications and as such they appear to have failed to keep the metering equipment in correct working order all through as required sub regulation 3.1.1(4) Petitioner's submission that the cost of terminal equipments as required under HT regulation is in conformity with the relevant HT regulations as quoted above. In view of these observations it is established that as the necessary testing/checking as required under relevant regulations have not been carried out by them, the respondents concerned authority/officials are responsible for occurrence of the breakdown in the PMRC resulting into burning of metering equipments including PTs which forms a part of the meter as defined under above aforesaid regulations. As regards the liability to pay the cost of burnt equipments it has to be decided on the basis of testing of the burnt meter in their test lab as required under sub regulation 3.1.5 (2) and (3) irrespective that who provided the meter and who is responsible for such a damage/burning of equipments. Since no such testing as required under sub regulation 3.1.5 (2) and (3) has been carried out by the respondents as categorically

stated by their representative in the arguments held on 21.01.2020 and neither any documentary evidence regarding such testing has been adduced or mentioned in their written statement. Further, the petitioner has also alleged that the burnt meter and PTs were not tested by them which was also not refuted by the respondents. In the absence of such a testing having been conducted by the respondent as also non compliance of other relevant regulations as mentioned above, their claim for charging the cost of the burnt equipments amounting to Rs. 61,669.00 cannot be held legally justified and as such they are not entitled to charge such a cost from the petitioner. In view of the above facts of the case and the relevant regulations quoted in this order, the demand of Rs. 61,669.00 raised by the respondent through a simple entry in the monthly bill for the month of July 2019 is held arbitrary and the same is therefore quashed. The Forum order is set aside and the petition is allowed. The Respondents are directed to withdraw the disputed demand of Rs 61,669.00

Dated: 28.01.2020

(Subhash Kumar)  
Ombudsman