BEFORE THE CONSUMER GRIEVANCES REDRESSAL FORUM
(*Under the Electricity Act, 2003*)
PUDUCHERRY
***

PRESENT:

THIRU T. GOPALAKRISHNAN, B.E.,
CHAIRMAN

THIRU R. KRISHNAMURTHY, B.Com., LLB., PGDFL.,
JERC NOMINATED MEMBER

WEDNESDAY, THE 5TH DAY OF OCTOBER 2022

CONSUMER CASE No.151/2022

M/s Circar Carbide Industries Private Limited,
Represented by: K. Gopinath,
Managing Partner,
V.S. Nagar,
Madukkarai,
Puducherry-5. .... Complainant

Vs.

1) The Executive Engineer, Cables & TTC,
Electricity Department,
Puducherry

2) The Senior Accounts Officer-HT,
Electricity Department,
Puducherry. .... Respondents

This case in C.C. No.151/2022 came up before this Forum for final hearing on 12/09/2022. After hearing both sides and having stood over till this date for consideration this Forum has delivered the following:

The case of the Complainant is as follows:

1. A Complaint was received from Thiru K. Gopinath, Managing Partner, Circar Carbide Industries Private Limited on 04/08/2022. In the complaint, the Complainant had stated that he is running an industrial unit in the name and style of Circar Carbide Industries Ltd., at R.S. No.80/2, Industrial Estate, Adavipolam,

Yanam. The unit was provided with HT electric power supply for a contracted demand of 600KVA, vide service connection No.542/HT which was extended during 2015. Due to economic situation prevailed, they are not able to clear the electricity dues and the power supply was disconnected during October 2019. They are not in a position to restart the unit due to outbreak of pandemic COVID-19. They have managed to get the HT power supply to the industrial unit by November 2021 with permission to clear the old dues in monthly instalments. The Complainant further stated that they have managed to clear 90% of dues to the Electricity Department. The reconnection of HT supply was extended with the condition that all the formalities as required in case of new service are complied with as per Provision under Clause 9.13 of JERC Supply Code Regulations 2018 and obtained reconnection by 08/12/2021.

2. The Complainant further stated that as per provision under Clause 9.7 of JERC Supply Code Regulations 2018 *"if the service of the consumer remains continuously disconnected for 180 days, not being a temporary disconnection upon request of the consumer, the agreement shall be deemed to be terminated on expiry of 15 days or after the expiry of the initial period of agreement, whichever is later without prejudice to the rights of the Licensee or of the consumer under the act for recovery of any amount due under the Agreement"*. The initial period of the HT service agreement entered with Electricity Department ends on 04/11/2017. Whereas the HT power supply was temporarily disconnected due to non payment of current consumption charges on 11/11/2019 and it remain disconnected continuously for 24 months till 07/12/2021. Whereas, as required under clause 9.7 of JERC Supply Code Regulations, the period of 180 days of continuous disconnection since 11/11/2019 ends on 09/05/2020 including the notice period of 15 days. The agreement become inactive for the period from 09/05/2020 and until the HT power was reconnected.

3. As per the provisions of Tariff Order, they are obliged to pay monthly minimum charges only during the currency of agreement even while the HT power supply is under disconnection. The validity of the initial HT agreement deemed to be expired on 09/05/2020 and they are not liable to pay the monthly minimum charges for the period from 09/05/2020 and upto 08/12/2021. Hence, the Complainant requested the Department for waiver of monthly minimum charges levied from 09/05/2020 to 08/12/2021. However, the Department had rejected their request vide letter dated 04/07/2022. Therefore, the Complainant prayed this Forum to issue necessary directions to the Respondents for waiver of monthly minimum charges levied from 09/05/2020 to 08/12/2021 and adjust the same against outstanding dues if any, and in the future energy charges. Hence, the Complaint.

4. The complaint was registered as C.C. No.151/2022 on 11/08/2022 and copy of the complaint was sent to the Executive Engineer, Cables & TTC and others to furnish reply by 29/08/2022. Reply received from the Respondents on 01/09/2022 and a copy of the same was communicated to the Complainant. The case was posted for hearing on 12/09/2022.

5. In the Affidavit dated 26/08/2022, the Executive Engineer(Cables &TTC) / Respondent No.1 had stated that, the HT service connection in the name of M/s Circar Carbide Industries Pvt. Ltd., Yanam where the present occupant falls under the jurisdiction of Yanam O&M, with consumer code 542/HT was energized on 05/11/2015 for a CMD of 600 KVA. 11 KV supply was extended to the above service connection from Adavipolam 33/11/KV SS. Current consumption bills were raised every month and served regularly. Prior to the disconnection on 11/11/2019, the above service connection was disconnected 5 times due to non-payment of current consumption charges and including instalment amount within the stipulated extended period of due date and was reconnected for 5 times after payment of dues. After 11/11/2019 to till date, disconnection was effected 3 times for the same reason

and reconnected 2 times. Now the service connection was under disconnection from 16/06/2022 due to non payment of current consumption charges for April 2022 and the instalment amount due to be paid by the consumer. The date of disconnection and date of reconnection are mentioned below:

S.No.	Date of Disconnection	Date of reconnection	No. of days under disconnection
1.	13/03/2016	15/07/2016	124 days
2.	18/10/2016	18/11/2016	31 days
3.	13/09/2017	19/09/2017	6 days
4.	13/02/2018	20/02/2018	7 days
5.	17/05/2018	04/07/2019	1 year 48 days
6.	11/11/2019	08/12/2021	2 years 27 days
7.	14/02/2022	04/03/2022	18 days
8.	16/06/2022	Till under disconnection	58 days (as on 12/08/2022)
	Total disconnected period 3 years & 319 days (as on 12/08/2022)		

The disconnected period of the above service outnumber the total period of HT service with 11 KV HT supply. From the details of bill date, amount paid by the consumer, receipt No. and date of payment it is stated that the consumer has paid their current consumption bills before the due date for 2 months only and during the extended due date for 11 months. For the remaining period (67 months) the consumer has either paid the monthly current consumption bill beyond the extended due date or not paid till now. This indicates that the consumer is a habitual defaulter in clearing the monthly current consumption bills. On 13/03/2016, the above HT service connection was disconnected due to non payment of current consumption charges. On request by the consumer, 5 instalments were allowed by the Department and the service connection was reconnected on 15/07/2016 on payment of first instalment. The Consumer managed to clear the instalments belatedly. Through his letter dated 07/05/2019, after 180+15 days from the date of disconnection (17/05/2018) the consumer prayed to permit to pay the arrears in five equal instalments (by paying the first instalment of Rs.5,00,000/- and balance amount in four equal instalment) and requested to arrange to reconnect the service connection, on payment of the first instalment. Based on the request, the consumer was permitted to pay the arrears in five instalments by the Department. Service connection was reconnected on

04/07/2019 on payment of first instalment by the consumer. But due to non-payment of current consumption charges for the month of September 2019, the service connection was disconnected on 11/11/2019.

6. The consumer through his letter dated 07/07/2021, prayed to permit him to clear the arrears in 5 equal instalment to revive the business. Based on the request, after careful examination of consumer's defaults in payment of approved instalments at previous occasions, four instalment was permitted to the consumer by the Department vide letter dated 03/11/2021. The consumer paid first instalment only on 02/12/2021 and obtained reconnection on 08/12/2021. But due to non payment of the current month current consumption charges and the instalment amount, the service connection was disconnected on 16/06/2022 and it is still under disconnection. Based on the request of the consumer dated 07/07/2021 and as the request for reconnection was made after 6 months of disconnection, clause 9.13 of JERC Regulations 2018 which states:

"In case the consumer requests for reconnection after 6 months after disconnection, the connection shall be reconnected only after all the formalities as required in the case of a new service connection are complied with by the consumer including payment of pending dues, service line charges, security deposit etc., as applicable for the category of consumer".

The request for reconnection of service connection was processed only as per the request of the consumer. Having prayed to permit to clear the dues in five instalments by the consumer, four instalments was permitted by the Department in the context of the clause 7.39 of JERC Regulations 2018 which is reproduced below:

"The Licensee may frame a scheme for providing facility of payment of bills in instalments for consumers who are for the time being under financial distress, to continue the supply of electricity. Late payment surcharge shall however, be levied on the amount paid after due date."

Considering the prayer of the consumer vide letter dated 07/07/2021, four instalments has been permitted by the Department in goodwill, so that the consumer may get an opportunity to come out of the financial distress and to revive his industrial activity / business. Hence pending dues in full was not collected before reconnection. One instalment for Rs.20,00,000/- was collected and the HT service was reconnected on 08/12/2021 with instruction to clear the balance dues in 3 instalments along with current month current consumption charges. Same procedure was followed while reconnecting the above service on 04/07/2019.

7. In the meanwhile, the consumer through letter dated 15/06/2022 requested the Department to waive, the minimum charges levied during the active period of agreement for which the Senior Accounts Officer-I has properly replied the consumer vide letter dated 04/07/2022. The Complainant contends that as per Clause 9.7 of JERC Regulations 2018, HT agreement executed between the consumer and the Department becomes inactive from 09/05/2020 until the HT power supply was reconnected.

Clause 9.7 of the Regulations are reproduced below:

"if the service of the consumer remains continuously disconnected for 180 days, not being a temporary disconnection upon request of the consumer, the agreement shall be deemed to be terminated on expiry of 15 days or after the expiry of the initial period of agreement, whichever is later without prejudice to the rights of the Licensee or of the consumer under the act for recovery of any amount due under the Agreement"

The agreement will be deemed to be terminated as per the above clause when the proposal for cancellation is processed by the Licensee or on the request of the consumer to terminate it. Here on both the occasions, the Complainant vide letters dated 07/05/2019 and 07/07/2021 with a prayer to permit them to clear the arrears in instalments. Further, clause 16.0 of the HT agreement executed by the consumer and the Licensee states that the agreement shall remain in force for an initial period of two years from the date of its execution and shall be deemed to have been extended till it is terminated by either party as provided by JERC Regulations 2010.

8. When the Licensee initiated the process of cancellation of service connection and subsequent termination of agreement vide letter dated 02/11/2020, the Complainant made request for reconnection vide letter dated 29/12/2020. Similar letters have also been received by the Department on 20/01/2020, 30/06/2020 and 07/07/2021. Hence, the Licensee put the cancellation process on hold to envisage the process of reconnection, as requested by the Complainant. In this instant, neither the consumer requested to terminate it nor the Licensee terminated it. The reconnection of the above service connection on 04/07/2019 and 08/12/2021 after six months of disconnection have been effected based on the request of the complainant only to permit him to pay the arrears in instalments. The above agreement cannot be 'Active' for some period and 'Inactive' for some period as per whims and fancies of the Complainant. Since the agreement is still alive, the contention of the Complainant that the HT agreement executed between the consumer and the Department becomes inactive from 09/05/2020 and until the HT power supply was reconnected as per clause 9.7 of JERC Regulations 2018 is not maintainable. Hence the Complainant has to pay the minimum charges levied for the period from 09/05/2020 to 08/12/2021 as per Tariff Order in force.

9. In the Affidavit dated Nil and received on the date of hearing i.e.12/09/2022, the Senior Accounts Officer-I / Respondent No.2 had stated that the firm was energized on 05/11/2015 with the extension of HT power supply for a CMD of 600 KVA. Their initial Agreement period was 2 years and the same ends on 04/11/2017. The Executive Engineer-II has forwarded two sets of Power supply agreement copies for new connection of HT Service with a CMD of 600 KVA for the above said firm. Further, Security Deposit of Rs.14,22,000/- and Meter Security Deposit of Rs.15,000/- paid by the firm. The Security Deposit was worked out based on the revised Tariff as per revised procedure and guidelines 2010. The Security Deposit deposited on 30/10/2015 and realised on 02/11/2015.

10. The Respondent No.2 further stated that the firm was default in payment of arrear dues and current consumption charges for the months of November 2015 and December 2015 amounting to Rs.3,65,419/-. The Licensee has sent notice and demanded the firm to pay the arrears. Wherein the firm has remitted only the arrear dues of November 2015 amounting to Rs.1,73,911/- on 08/01/2016 and December 2015 amounting to Rs.1,91,508 on 15/02/2016. Ultimately, in view of the codal provisions, the HT service connection was disconnected on 13/03/2016 due to non-payment of current consumption charges of January 2016 amounting to Rs.1,97,531/-. The firm was default in payment of arrears as on June 2016 amounting to Rs.8,83,210/-. The Licensee has sent the notice and demanded to pay the arrears. Wherein the firm requested vide letter dated 11/07/2016 to pay the current consumption charges of Rs.8,83,210/- in three instalments. But as per the Supply Code 2010, there is no provision for payment of current consumption charges in instalments. However as per the marginal notings of the then Superintending Engineer-I the consumer's request was accepted first instalment of Rs.3,50,000/- along with the consumer's letter and Rs.5,33,210/- in two instalments each amounting to Rs.2,66,605/- would be paid along with succeeding current consumption charges bill on or before the due date. Hence, the HT connection was reconnected on 15/07/2016 after payment of first instalment Rs.3,50,000/-. The firm has become default in paying current consumption charges for August 2016 and September 2016 amounting to Rs.3,78,006/-. The Licensee issued notice to pay the arrears of the above said months. Due to default on the part of the consumer, the service connection was disconnected on 18/10/2016. The firm has submitted a letter to the Superintending Engineer-I dated 11/11/2016 to pay the current consumption charges for August 2016 and September 2016 amounting to Rs.3,78,006/- in three instalments. But as per the Supply Code 2010, there is no provision for payment in instalments. As per the marginal notings of the then Superintending Engineer-I in

the said letter the payment of current consumption charges in instalments was accepted first instalment of Rs.1,50,000/- and balance Rs.2,28,006/- in two instalments would be paid in succeeding bill before the due date. The service connection was reconnected on 18/11/2016 after payment of first instalment Rs.1,50,000/-. The firm again become default on July 2017 amounting to Rs.2,25,489/-. The Licensee sent demand notice to pay the dues upto July 2017. Due to payment default the connection was disconnected on 13/09/2017. The firm submitted a letter dated 19/09/2017 to allow to pay the arrears upto July 2017. The payment of Rs.2,25,489/- was accepted and the connection was reconnected on 19/09/2017. The firm had become default on December 2017. The Licensee sent notice to pay the dues. The above firm has become irregular in paying current consumption charges bill. In this connection, a report has been received from the Assistant Engineer, Yanam stating that the HT service connection was disconnected on 13/12/2018 due to non payment of current consumption charges of December 2017. The firm has again requested to allow to pay in part payments. As per the Supply Code 2010 there is no provision for part payments. The first part payment was accepted for Rs.1,97,762/- and the balance would be paid in the succeeding bills before due date. Hence HT service connection was reconnected on 20/02/2018. The firm had become default on March 2018. The Licensee sent demand notice to the firm to pay the dues. Due to default by the Consumer, the service connection was disconnected on 17/05/2018. The firm was default in payment of arrears on May 2019 amounting to Rs.27,32,230/-. The Licensee sent a notice to pay the arrears. Wherein the firm has requested vide letter dated 07/05/2019 to allow to pay the arrears in 5 instalments. The firm was informed vide letter dated 03/07/2019 to pay Rs.5,00,000/- as first instalment and balance Rs.22,32,230/- in 4 instalments along with upcoming current consumption bills. The Service connection was reconnected on 04/07/2019. The firm has not paid the outstanding dues and hence the service connection was disconnected on 11/11/2019.

11. As the service connection was under disconnection for more than 180 days, the Executive Engineer, Cables & TTC has been requested vide letter dated 02/11/2020 to furnish the disconnection report along with the final meter reading to process cancellation and subsequent termination of agreement. The detailed disconnection report received from the Assistant Engineer, Yanam dated 13/09/2021, stated that the particulars relating to final reading and the date of disconnection of the firm M/s Circar Carbide Industries, Yanam has been furnished. The field inspection report has been made on 23/09/2021 and the report is mentioned below:

i. The HT Service connection to M/s Circar Carbide industries Pvt. Ltd., was disconnected from 11/11/2019 vide report dated 11/11/2019

ii. The supply to the industry is terminated and HT jumpers are in removed condition. Both the AB switches of control DP structure and metering DP structure are kept opened condition.

iii. The plant machinery like furnace, 600KVA furnace transformer and lighting transformer are in idle condition.

As per clause 9.7 of Supply code Regulations 2018, the supply shall be disconnected permanently "*if the service of the consumer remains continuously disconnected for 180 days, not being a temporary disconnection upon request of the consumer, the agreement shall be deemed to be terminated on expiry of 15 days or after the expiry of the initial period of agreement, whichever is later without prejudice to the rights of the Licensee or of the consumer under the act for recovery of any amount due under the Agreement*"

12. The existing security deposit of the firm is in the form of Demand Draft amounting to Rs.14,37,000/-. The total dues upto September 2022 amounting to Rs.78,30,734/-.

As per clause 9.13 of Supply Code Regulations 2018, "*In case the consumer requests for reconnection after 6 months after disconnection, the connection shall be reconnected only after all the formalities as required in the case of a new service connection are complied with by the consumer including payment of pending dues, service line charges, security deposit etc., as applicable for the category of consumer*".

Accordingly, in the present case, the firm request for reconnection after 6 months of disconnection. Date of disconnection:11/11/2019. The firm has submitted a letter dated 07/07/2021 to allow him to pay the outstanding dues of Rs.78,30,734/- in instalments and further requested to reconnect the service connection on payment of first instalment. As per Supply code 2018 there is no provision for payment in instalments by the disconnected consumer. As per the order of the Superintending Engineer-I vide letter dated 03/11/2021 permission accorded to the consumer to make payment dues in 4 instalments I instalments Rs.20,00,000/- and balance in three instalments in the succeeding bill. AS approved and informed, the firm has paid the first instalment of Rs.20,00,000/- and the connection was reconnected on 08/12/2021. The firm has not paid the other three instalments to the tune of Rs.58,30,734/- as well as current consumption charges of December 2021. Hence, the service connection was disconnected on 14/02/2022. The firm again requested for payment of dues vide letter dated 17/02/2022. And the request of the firm has been accepted and informed to pay total dues of Rs.78,91,585/- in four instalments. The service connection was re-connected on 04/03/2022 after payment of first instalment of Rs.15,78,317/-. The firm has approached the Licensee vide letter dated 29/04/2022 and requested for reconciliation of BPSC and to permit to pay Bill for March 2022 without BPSC of Rs.5,58,421/- . Wherein the Consumer has paid Rs.15,78,317/- on 04/03/2022. Therefore, BPSC charged by calculating the difference days from the due date of payment date. As per March 2022 bill the consumer has total dues of Rs.82,12,539/- (SOP=Rs.57,12,785 + BPSC Rs.24,99,754/-). The Consumer is liable to pay the BPSC amount upto the date of payment by instalment as per clause 10.3.10 of Tariff Order for 2022-23. Hence, reply furnished to the consumer vide letter dated 16/05/2022 to pay the bill for March 2022 and BPSC of Rs.5,58,421/-. The clause 10.3.10 of the Tariff Order for 2021-22 stipulates as:

"Late payment surcharge of 2 % per month or part thereof shall be levied on all arrears of bills. In case the delay is less than a month, the surcharge will be levied at 2 % per month on proportionate basis considering a month consists of 30 days".

The total dues has been arrived to Rs.93,76,896/- as per December 2021 bill. The consumer has paid a sum of Rs.20,00,000/- on 08/12/2021 and Rs.23,93,398/- on 10/01/2022 as instalments of September 2021 dues. Therefore, a sum of Rs.19,14,333/- has been claimed as late payment surcharge for the payment of Rs.43,93,398/- in current consumption charges bills for January 2022. No other belated payment surcharge has been claimed for the balance arrears dues of Rs.49,83,498/- as per January 2022 bill.

13. The firm has approached the Licensee vide letter dated 15/06/2022 for waiver of monthly minimum charges during the period of disconnection beyond the period of 6 months. Reply has been furnished to the firm vide letter dated 04/07/2022, that the request of the firm is not acceded to as per the JERC Supply Code 2018. Hence, the firm is requested to pay the arrears dues as per instalment schedule along with monthly current consumption charges before due date. The HT Service connection was disconnected on 16/06/2022 due to non payment of current consumption charges for April 2022 and 2^{nd} and 3^{rd} instalments balance totally to the tune of Rs.78,91,585/-. The corresponding 11 KV industrial feeder has been kept under hand tripped condition. The disconnection report furnished by the Assistant Engineer, O&M Yanam is as follows:

a) M/s Circar Carbide Industries, Pvt. Ltd., Yanam is disconnected at 16.12 hours on 16/06/2022.

b) The details of readings noted at the time of disconnection are as follows:

i. KWH	- 806.12	ii. KVAH	– 864.57
iii.KVARH	- 317.10	iv. MD in KVA	- 0.540

The Assistant Engineer, Yanam also furnished the detailed statement of claim dues and habitually making the payments in default manner of the above firm starting from the inception i.e., from November 2015 to July 2022.

The Complainant has an outstanding arrears dues of current consumption charges upto June 2022 and for July 2022 amounting to Rs.72,12,528/-. Hence, the firm is requested to pay the arrears dues and current consumption charges for July 2022. On perusal of the JERC Supply code Regulations 2018, there is no provision for waiver of monthly minimum charges during the period of disconnection beyond the period of 6 months as requested by the Complainant. The serious issue of non-remittance of arrears brings revenue loss to the Department and it brings severe financial impact for pre-purchase of power from the generating stations and to distribute the same to the consumer without interruption. Hence waiver of minimum charges during the period of disconnection beyond the period of 6 months is not acceded as per the JERC Supply Code Regulations 2018.

14. Hearing was held on 12/09/2022. Both the Complainant and the Respondents were present. During the hearing, this Forum questioned the Complainant under which capacity he has filed this complaint. The Complainant had submitted that he is the present Managing Director and purchased the above company from the year 2015 itself. But he has not filed any relevant documents to prove the same. The Respondents contended that the change of management was not intimated to the Department by the Complainant till date. But the Complainant had given so many requisitions to the Department to give instalments to pay the current consumption charges. The Respondents not knowing the fact of change of Management or any official intimation of the same and failed to check the credentials of the signing authority allowed him instalments. But as assured, the Complainant had not paid the instalments to the Department. The agreement produced by the Department before this Forum, was executed between erstwhile owner of the company and the Licensee. There is no mention about the date of execution of the agreement. Further the agreement was not signed by the Licensee in all pages, which shows the irresponsible attitude of the Licensee. Therefore, the agreement is not a full fledged

document and cannot be executable through process of law, in case of exigencies. Further, no new agreement has been executed between the Complainant and the Licensee till date. During the hearing, the Respondents have stated that the Complainant has an arrear amount of more than Rs.72,00,000/- and the same was admitted by the Complainant. In many cases the Respondents have stated before this Forum that they cannot carry out the works regularly due to non availability of materials and due to shortage of funds. Now, in the present case the Complainant has to pay more than Rs.72,00,000/-. But the Respondents have not taken any steps to initiate legal proceedings under various provisions of law. Further, the Complainant and Respondents were directed to file additional affidavit with relevant documents before 16/09/2022.

15. As directed, the Complainant has filed a copy of Memorandum of Association, Articles of Association along with his Aadhar Card on 16/09/2022. The Respondents have not filed additional Affidavit till date.

<u>Observation:</u> i. It is observed that from the copy of available agreement without valid date of execution of agreement between the erstwhile owner and the Licensee, is void in the eyes of judicial scrutiny (As the copy of original agreement executed with the Department was not produced for scrutiny and the Respondent No.2 had failed to produce). It is true that the Complainant has been appointed as additional Director on 28/06/2018 onwards. No new agreement has been entered between the Complainant and the Licensee till date. Hence, the Complainant is not having any Locus standi to file this Complaint. On perusal of the documents, it reveals that the Complainant is a habitual defaulter. The Respondents cannot escape from their responsibility by simply saying that the change of management has not been informed by the Complainant. Both the Complainant / Respondents are equally responsible to reveal and update the facts.

ii. The Respondents had not initiated serious steps to recover the current consumption dues and had given a long rope to the Complainant, who had not kept his commitment as per instalment orders to pay the dues in monthly instalment and he had habitually failed to clear the dues in time. This has led to the accumulation of arrears upto June 2022 and current consumption upto July 2022 to Rs.72,12,528/- causing severe strain to the Government Exchequer.

iii. The Respondent No.2 did not attend the hearing stating health condition and he was represented by his sub-ordinates who was not authorised by the Head of Department to attend the hearing. The filed Affidavit as not in order an dwas not filed as per the permitted date line which had caused this Order to be issued beyond 45 days. This should be avoided in future by the Respondents. He was directed to file additional Affidavit along with the copy of original HT agreement for verification of the legal sanctity of the same. The Affidavit was not in line with the Department stand, of issuing instalment as per the Electricity Supply Code Regulations 2018 and it is not known whether the approval of the Head of Department was taken before hand to file such Affidavit against the action of Head of Department.

iv. The Complainant had not also filed additional Affidavit as directed with copy of the Instalment request letter made to the Department on every occasions before getting reconnection. However, after having committed to undertake to remit the dues to the Department, he could not go back and question the Department of not taking action as per Clause 9.7 of the termination of HT agreement entered with the Department. In the scenario of failure of termination of HT agreement by May 2020, then the Complainant should have addressed the Department immediately thereafter for effecting cancellation of agreement which in turn would have resulted permanent disconnection / cancellation of the HT service. In case of reconnection after 6 months, then the Regulation would have been processed as per Regulation 9.13 of the Electricity Supply Code 2018. But on each occasion, he had given letter to clear the dues in instalments and the Department stated due to which the permanent disconnection of the Agreement followed by permanent disconnection of HT agreement was not carried out. Further, the request of reconnection would have been processed as in the case of new connection including payment of pending dues and other formalities.

ORDER

i. In view of the above observation, the Complaint is not allowed.

ii. The Complainant, if aggrieved, by non-redressal of his / her grievance by the Forum or non-implementation of CGRF Order by the Licensee, may make an Appeal in prescribed Annexure-IV to the Electricity Ombudsman, Joint Electricity Regulatory Commission for the state of Goa and Union Territories, 3rd Floor, Plot No. 55-56, Pathkind Lab Building, Service Road, Udyog Vihar, Phase IV, Sector -18 Gurugram, Haryana-122015; Phone 0124-4684708; email ombudsman.jercuts@gov.in within 30 days from the date of this Order under intimation to this Forum and the Respondents.

Dated at Puducherry on this the 5th day of October, 2022

Sd/-	**Sd/-**
(R. KRISHNAMURTHY) **JERC NOMINATED MEMBER**	**(T. GOPALAKRISHNAN)** **CHAIRMAN**