

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

PRESENT:

THIRU T. GOPALAKRISHNAN, B.E.,
CHAIRMAN

THIRU A.S. JITENDRA RAO, B. Tech., M.B.A.,
LICENSEE MEMBER

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

WEDNESDAY, THE 21ST DAY OF DECEMBER 2022

CONSUMER CASE No.175/2022

E. Vedagiri,
S/o R. Elumalai,
16A/38 Anna Salai,
Puducherry.

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Complainant

Vs.

- 1) The Executive Engineer, Urban O&M,
Electricity Department,
Puducherry
- 2) The Assistant Executive Engineer – Town-I,
Electricity Department,
Puducherry.
- 3) The Junior Accounts Officer-Rev.I,
Electricity Department,
Puducherry.
- 4) The Junior Engineer-Town-Central,
Electricity Department,
Puducherry.

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Respondents

This case in C.C. No.175/2022 came up before this Forum for final hearing on 02/12/2022. 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 E. Vedagiri S/o R. Elumalai on 10/11/2022. In the complaint, the Complainant had stated that his father R. Elumalai had obtain a service connection of load 10 HP for running oil mill and closed the business long back. As the power supply was not needed, he requested to cancel the power supply. However, the power supply was not cancelled. His father died on 10/12/2013, and he gave a letter to the Assistant Executive Engineer on 28/04/2014 requesting to cancel the power supply and to waive the dues during the period of disconnection. The matter was orally followed up several times with the officials, but no action was taken. The Complainant has prayed this Forum to issue necessary directions to the Respondents to arrange for disconnection and to waive the dues raised during the period of disconnection of power or atleast from the date 28/04/2014. Hence, the Complaint.

2. The complaint was registered as C.C. No.175/2022 on 14/11/2022 and copy of the complaint was sent to the Executive Engineer, Urban O&M and others to furnish reply by 25/11/2022. A copy of the same was communicated to the Complainant. The case was posted for hearing on 02/12/2022.

3. In the Affidavit dated 24/11/2022, the Assistant Executive Engineer, Town-I/ Respondent No.2 for himself and on behalf of Respondent No.1 and 4 had stated that, the address of the Complainant falls under the jurisdiction of Town, North O&M, where the complainant is the present occupant, the existing service connection bearing policy code 04-16-04-0484C/C standing in the name of R. Elumalai. The Complainant has reported that the power supply was disconnected but the policy was not cancelled. The consumer of the premises has not given any kind of letter to disconnect the power supply as on date in this Office. The above said service connection was disconnected due to non-payment of current consumption charges. Further, the Complainant may be advised to apply for cancellation of service along with relevant valid registered ownership proof document and to pay upto date current

consumption charges. (Arrears upto October 2022 is Rs.17,875/-). The meter is in good working condition and the dues payable are for the genuine consumption only.

4. In the Affidavit dated 24/11/2022, the Junior Accounts Officer-Rev-I/ Respondent No.3 had stated that, the electricity policy bearing policy code No.04-16-04-0484C/C1 exist in the name of R. Elumalai and the Complainant has sought for waiver of current consumption charges and dues claimed during the period of disconnection. The Complainant has remitted all the current consumption charges upto the month of December 2019 and no payment has been made thereafter, the arrears outstanding upto the month of October 2022 is Rs.17,875/- and the final meter reading is 36747 as received from the field. Sine, no letter for cancellation has been received from the Assistant Executive Engineer-I, the cancelation of the above policy could not be carried out by this Office.

5. Based on the reply given by the Respondents, the Complainant had filed a Rejoinder, wherein he had stated that initially the service connection was given in 1982/83 and the agreement is for a period of 5 years after that. The Complainant further stated that as per rules where a power supply is disconnected for non-payment of dues and the amount is not paid within three months, the Department is supposed to terminate the agreement and cancel the service. But no action was initiated by the Department.

6. Hearing was held on 02/12/2022. Both the Complainant and the Respondents were present, except Respondent No.1. During the hearing, the Complainant was asked to file additional Affidavit indicating the capacity for filing the Complaint as the service connection was in the name of S. Elumalai. The Complainant was also asked why he has paid amount till 2019, when he had given a letter for cancellation of service. The Complainant had informed that every time he approached the Department he was orally advised to clear the arrears so that they could cancel the

service connection and in good faith, he made payment upto December 2019. But the Department had not taken any action for cancellation of service. The reading recorded in the service is 36747 in February 2011. The Complainant also produced the bill of February 2011 to support his case and submitted a statement indicating the monthly payment he made.

7. The Respondent No.3 and 4 are not able to furnish the exact date of disconnection, though, in the Affidavit filed by Respondent No.3 says that the service has been disconnected for non payment of current consumption charges. Since the Forum is not satisfied with the statement made by the Respondent No.2, that the consumer has not asked for disconnection of service, the Respondent No.2 was asked to file additional Affidavit indicating the provisions available in the Supply Code 2010 for disconnection and cancellation of service.

8. The Respondent No.2 has filed additional Affidavit on 12/12/2022, but nothing has been mentioned about the provisions available in the Supply Code. The Respondent No.2 further stated that the meter was changed on 13/02/2020 with static meter and he had stated that the service is in live and the disconnection was done only in October 2021 for non payment of current consumption charges. The Complainant was also asked to file a copy of the lease deed entered by his father and the Complainant had filed the same for records.

Observation: i. The case pertains to the disconnection and cancellation of service. The period is before 2018 and hence needs to be dealt in accordance with the provisions of Supply Code 2010 for permanent disconnection and cancellation of service and the same are reproduced below:

6.6 Permanent Disconnection: The supply shall be disconnected permanently in following cases a) With the termination of the agreement;

- b) If the cause for which the supply was temporarily disconnected is not removed within the notice period specified in the agreement for termination of agreement of initial period of agreement whichever is later;*
- c) On request of the consumer;*
- d) On non-payment of bills as provided in regulation 9.1.*

6.9: Termination of Agreement.:

(1) The agreement shall remain in force even after completion of the initial period of agreement until it is terminated. Domestic and single phase non-domestic category of consumers may terminate the agreement after giving one month's notice. Consumers other than domestic and single phase non-domestic LT category can terminate the agreement on giving three month's notice. In case of HT and EHT category six month's notice is required.

Provided that the agreement shall normally be terminated after expiry of the initial period of agreement. However, if the agreement is to be terminated for any reasons whatsoever, before expiry of the initial period of agreement, the consumer shall be liable to pay charges as per tariff order for the balance period of the said one-year in case of LT and two years in case of HT and EHT or notice period specified in the agreement whichever is later.

The Licensee shall arrange for special meter reading, at a mutually acceptable date, to facilitate preparation of the final bill of the consumer.

The Agreement shall be terminated on the last day of the billing month and the licensee shall raise the final bill accordingly.

(2) If power supply to a consumer remains disconnected for a period more than notice period for non-payment of charges or dues or non-compliance of any direction issued under these regulations, the Licensee shall issue a show cause notice, to be replied within 7 days, to the consumer for termination of the agreement. In case no effective steps are taken by the consumer for removing the cause of disconnection and for restoration of power supply, the agreement of the Licensee with the consumer for power supply shall be terminated on expiry of the period of 7 days, provided the initial period of the agreement is over. If initial period is not over, the provision given under Regulation 6.9(1) above shall apply. During the period of temporary disconnection the consumer shall be liable to pay the demand charges or minimum charges as applicable. The Licensee shall record and keep the total outstanding amount due to the Consumer on termination of the agreement and shall have the right to recover the same under RR Act, Court of Law, if necessary.

(3) On termination of the agreement, the Licensee shall be entitled to remove the service line and other equipment of the Licensee for supply of power from the premises of the consumer. After permanent disconnection, if the consumer wishes to revive the connection, then it would be treated as an application for new connection and would be entertained only after all outstanding due have been cleared.

ii. The service was provided in 1982/83 and as per the terms prevailing at that time of the LT agreement for the period of 5 years and the agreement is expired in 1988 itself. Representation of the Complainant made in April 2014 shows that the service was under disconnection for non-payment of current consumption charges. The fact was also confirmed in the Affidavit of the Respondent No.2. This shows that the requirement of Para 6.6 are complied with and the Respondents should have taken action for permanent disconnection, but no action was taken. As per the provision of 6.9(1) the LT agreement for other than domestic single phase can be terminated by giving 3 months notice. As per the provision of 6.9(2) where power supply to consumers remains disconnected for more than the notice period with no payment of current consumption charges, the Licensee should issue show cause notice to the consumer for termination of the agreement. In case of no effective steps are taken by the consumer for removing the cause of disconnection, the Licensee shall terminate the agreement after expiry of 7 days. As per the provision 6.9(3), after permanent disconnection if the consumer wishes to revive the service connection then it will be treated as application for new service connection.

iii. In spite of so many provisions available in the Supply Code, the statement of Respondent No.3 which states that the consumer has not applied for disconnection shows ignorance of provisions of Supply Code and they are trying to make new interpretation instead of following provisions of Regulations of JERC, which is not acceptable.

iv. The last reading was 36747 was taken in February 2011 and the meter is not used. As per the Affidavit of the Respondent No.3, the last reading received from field

is 36747 which establishes fact that no power has been consumed since February 2011. In the Affidavit dated 12/12/2022 of the Respondent No.3 it is mentioned that the meter has been replaced in 13/02/2020. Replacement of meter in unused and disconnected service is really surprising. One end the Department is making the consumer to purchase meters in the open market due to non-availability of the same and on the other hand the Department had provided smart meters in the disconnected / unused services thereby wasting precious resources of the Department. Since the Respondent No.3 and 4 could not produce the date of disconnection, the Forum decides to take the date of disconnection as the date of representation from the consumer i.e., 28/04/2014 as date of disconnection. As per the provision 6.9(3) by adding 3 months notice period, supply should be treated as cancelled from 01/08/2014.

ORDER

- i. In view of the above observation, the Respondents are directed to cancel the service with effect from 01/08/2014 by calculating the arrears on that date along with cancellation charges. Excess amount paid by the Complainant over and above should be refunded to the Complainant within a period of 60 days from the date of this Order. Necessary working sheet on the amount due to the consumer after the period of cancellation along with cancellation charges to be paid and excess amount paid by the Complainant shall be returned to the Complainant within 15 days from the date of this Order with a copy to this Forum.
- ii. The Respondent No.1 is directed to conduct a survey in the area under his jurisdiction to find out whether any meters are replaced by smart meters in the disconnected service and to remove the same after observing proper procedure. The Respondent No.1 should file detailed Affidavit on action taken on this point within 30 days of this Order.
- ii. Thus the complaint is allowed.

iii. 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.

iv. Non-compliance with the directions of Forum by the Licensee shall attract remedial action under Sections 142 and 146, of the Electricity Act 2003.

Dated at Puducherry on this the 21st day of December, 2022

Sd/-

(R. KRISHNAMURTHY)
JERC NOMINATED MEMBER

Sd/-

(A.S. JITENDRA RAO)
LICENSEE MEMBER

Sd/-

(T. GOPALAKRISHNAN)
CHAIRMAN