

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

THURSDAY, THE 5TH DAY OF JANUARY 2023

CONSUMER CASE No.180/2022

Narayanan Krishnan,
Managing Partner,
Sumukha Hitech Products Industries,
B-20-22 and B-34-36,
Industrial Estate, Sedharapet,
Puducherry – 605111.

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Vs.

Complainant

- 1) The Executive Engineer, Rural (North)O&M,
Electricity Department,
Puducherry
- 2) The Assistant Engineer –Sedharapet, O&M,
Electricity Department,
Puducherry.
- 3) The Junior Accounts Officer-Rev-II,
Electricity Department,
Puducherry.
- 4) The Junior Engineer-Sedharapet,
Electricity Department,
Puducherry.

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Respondents

This case in C.C. No.180/2022 came up before this Forum for final hearing on 28/12/2022. 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 Narayanan Krishna, Managing Partner, Sumukha Hitech Products Industry, Sedharapet on 16/11/2022. In the complaint, the Complainant had stated that he had approached PIPDIC for allotment of 6 Nos. of B type plots in the Sedharapet Industrial Estate. These plots were previously owned by M/s Balaji Group of Industries. PIPDIC have re-allotted the same plots to them vide 99 years of fresh lease agreement and Sale agreement. Copy of Lease agreement and sale agreement are submitted. On purchase of the plot, they have approached the Department for transfer of service connection in their name in June 2019 and it was informed that an outstanding arrears of Rs.5,57,484/- in the said service connection. The erstwhile Balaji Group of Industries in the above location was not functioning since 2012 and all the machineries were removed and premises vacated. Based on their request, physical inspection was conducted and reported that the meter is in faulty condition, corrupted and not functioning properly. On follow-ups with the Junior Accounts Officer (Rev-II) it had requested a detailed field report. The Complainant also submitted a copy of G.O.Ms No.29/89 dated 08/09/1989, in which it was stated that any arrears in erstwhile connection are not liable to be transferred to the new allottee. Further, the Department have not provided name transfer till date. The Complainant therefore prayed this Forum to issue necessary directions to the Respondents to provide revised bill and name transfer. Hence the Complaint.

2. The complaint was registered as C.C. No.180/2022 on 16/11/2022 and copy of the complaint was sent to the Executive Engineer, Rural-North O&M and others to furnish reply by 28/11/2022. Respondent No.2 sought for additional time till 02/12/2022 to furnish detailed reply. Reply received from the Respondents on 05/12/2022. A copy of the same was communicated to the Complainant. The case was posted for hearing on 21/12/2022. However, the Complainant sought time on personal grounds to appear. Hence, the case was posted for hearing on 28/12/2022 at 4 PM.

3. In the Affidavit dated 02/12/2022, the Assistant Engineer, Sedharapet/ Respondent No.2 for himself and on behalf of Respondent No.1 and 4 had stated that, the LT industrial service held in the name of M/s Hiwide Enterprises bearing Policy code No.36-66-02-0136/C for a connected load of 98.5HP had been inspected by Junior Engineer, Sedharapet on 22/07/2019 and found that the shed was in closed and no machineries were found and the reading was recorded as 34173.7KWH and the Junior Accounts Officer, Rev-II had been requested to revise the bill after adjusting the minimum charges paid for the DL/ No use period on 22/07/2019. The LTM wing had been requested to check the performance of the meter on 26/07/2019 to revise the current consumption bill and the Assistant Engineer / LTM had inspected the service connection on 31/07/2019 and released the meter from the service to check the performance at Department Lab since non-availability of load at the industry. Since the meter had been disconnected from service and the industrial shed was in damaged condition and no activities were going on, the power supply of service connection had been temporarily disconnected for safety on 31/07/2019.

4. In the Affidavit dated 02/12/2022, the Junior Accounts Officer Rev-II / Respondent No.3 had stated that the proposal for revision of current consumption bill had been previously mooted out during February 2020, based on the representation of the Complainant for bill revision vide letter dated 12/06/2019; Lab test report dated 26/11/2019 and Field report for revision of current consumption bill previously submitted by Junior Engineer, Sedharapet dated 05/12/2019. The said file has been in movement since then seeking for and replying to clarifications. The Junior Engineer, Sedharapet has furnished revised field report vide letter dated 28/11/2022. It has been reported that as the meter in respect of the said service was defective, the reading recorded after the reading for the month of December 2016 i.e., 31768 may not be considered for billing and accordingly the current consumption bill may be revised. Based on the revised field report and taking into account the final reading as 31768 in

the month of December 2016, current consumption bill has been revised and got approved on 02/12/2022 in respect of the said service for the period from January 2017 to October 2022 claiming minimum charges without BPSC. As per the revised bill statement, an amount of Rs.69,351/- is due to be paid in respect of the said service upto the billing month of October 2022. The provisions JERC Supply Code Regulations 2018; 5.20-5.22 is reproduced below:

5.20 Purchase of existing property: Where the applicant has purchased an existing property whose electricity connection has been disconnected, it shall be the applicant's duty to verify that the previous owner has paid all dues to the Licensee and obtained a 'no-dues certificate' from him. In case where no-dues certificate has not been obtained by the previous owner before change in ownership of property, the new owner may approach the Licensee for such a certificate. The Licensee shall acknowledge receipt of such request and shall either intimate in writing the dues outstanding on the premises, if any, or issue a no-dues certificate within 1 month from the date of receipt of such application.

5.21: In case the Licensee does not intimate the outstanding dues or issue a no-dues certificate within this time, new connection to the premises shall not be denied on grounds of outstanding dues of the previous consumer. In such an event, the Licensee shall have to recover the dues if any, from previous consumer as per provision of law"

5.22: Sub-division of property: Where a property has been legitimately sub-divided, outstanding dues for consumption of energy on such undivided property, if any shall be divided on pro-rata basis based on area of such un-divided property. A new connection to any portion of such sub-divided premises shall be given only after the share of outstanding dues attributed to such legitimately sub-divided premises is duly paid by the applicant.

5. In terms of Regulations 5.20-5.22, the Complainant is liable to obtain 'No dues certificate for the current consumption dues, before taking possession of the property where the said electrical service is located, which was not complied with. The Complainant having taken possession of the property, where the said service is located, is therefore liable to pay the revised outstanding current consumption dues as claimed by the Department.

6. Hearing was held on 28/12/2022. The Complainant was represented by one Thiru Ganesh on authorisation and Respondents were present. Respondent No.3 had furnished working sheet from January 2017 to November 2022. On perusal of the statement it is found that an amount of Rs.69,351.28 has to be settled by the new occupant. On enquiry with the Respondent No.2 it has been stated that the service connection was under disconnection on safety norms from 31/07/2019 with final reading of 31768. The Respondent No.3 had also enclosed meter test report from the concerned authorities which states that

“No machineries were erected in industrial premises. Performance of the meter could not be checked due to non-availability of the load. Display parameters were checked and it was noticed that Y-phase voltage was very low(53V). Hence, the meter was disconnected from the service and brought to LTM Section for downloading and verification of other details. On downloading the said meter, it was noticed that both High current event and High voltage events occurred several times and RTC (Real time Clock)of the meter had become corrupted”

Based on the recommendation of the Respondent No.2, the Respondent No.3 revised the statement.

Observation: The Respondent No.2 and No.3 had not followed 9.7 and 9.13 the Supply Code Regulations 2018 which is reproduced below:

9.7: Provided that 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 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.

9.13: In case the consumer requests for reconnection after 6 months of disconnection, the connection shall be reconnected only after all the formalities as required in the case of a new 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 Respondent No3 was directed to furnish revised working sheet from the date of temporary disconnection and rework the arrears to be paid by the new occupant by cancelling the service connection on 01/02/2020. Further the relief sought by the

Complainant under G.O.Ms 29/89 dated 08/09/1989 is not made clear by the Respondents or the maintainability of the same after the functions of the Department is regulated as per JERC Electricity Supply Code 2018. Further, extension of time sought by the Respondent and Complainant at various stages affects delivery of Orders in time.

ORDER

- i. The Respondent No.3 is directed to furnish revised working sheet as directed above within 7 days from the date of this Order.
- ii. The Complainant is directed to settle the arrears within 15 days on receipt of the revised working sheet. The Complainant is also directed to apply for new service connection.
- iii. The Respondents are directed to process new service application in the name of the present occupant as per prevailing Electricity Supply Code 2018 within one month from the date of settlement of arrears.
- iv. Thus, the complaint is allowed.
- v. 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 January, 2023

Sd/-

Sd/-

Sd/-

(R. KRISHNAMURTHY)
JERC NOMINATED MEMBER

(A.S. JITENDRA RAO)
LICENSEE MEMBER

(T. GOPALAKRISHNAN)
CHAIRMAN