

ELECTRICITY OMBUDSMAN, RAJASTHAN JAIPUR

Case No. : EOR – 436/2018

In the matter of representation filed before the Electricity Ombudsman, Rajasthan, Jaipur by

M/s Indus Towers Ltd.,
G-Business Park, 3rd Floor
D-34, Subhash Marg, C-Scheme
Jaipur - 302001

Appellant

v/s

Ajmer Vidyut Vitran Nigam Ltd.,
Vidyut Bhawan, Makarwali Road,
Panchsheel Nagar,
Ajmer – 305 004

Respondent

Represented by

Appellant: Shri Neeraj Kumar, Head-Energy

Respondent: XEN (DD-II) AVVNL, Bhilwara
Shri Ribhu Dutt, Advocate

Heard on 11.7.18 in presence of

Appellant: Shri M .S. Naruka, Representative

Respondent: XEN (DD-II) AVVNL, Bhilwara
Shri Ribhu Dutt, Advocate

Coram

G. R. Choudhary
Electricity Ombudsman,
Rajasthan

Award

Date: 12.7.18

1. Registration of the case

The Appellant filed the representation on 22.5.18 before the Electricity Ombudsman, Rajasthan which was registered on the same day at Case No. EOR – 436/2018.

2. Brief of the case

The Appellant is having an electricity connection in Non Domestic category (A/c No. 0404-0020) for sanctioned connected load of 18 kW, at Peepli under AEN (Rural-I), AVVNL Bhilwara in Bhilwara district of the Respondent. The minimal facts leading to this representation are narrated hereunder:

- 1) The Appellant is having grievance regarding debit of Rs 22294/- in the electricity bill of Oct' 17 on account of revision of average taken for billing by the audit for the meter stop period i.e. B/M Jul' 14.
- 2) The Appellant approached the Circle Level Grievances Redressal Forum of the Respondent at Bhilwara (Forum in short) for redressal of his grievance. The Forum accorded it's decision on 22.3.18.
- 3) Being not satisfied by the decision of the Forum, the Appellant filed the representation before the Electricity Ombudsman for redressal of his grievance.

3. Representation

In the representation along with documents submitted, the Appellant stated as under:

- I. The Appellant stated that in the bill of Oct'17 Rs 22294/- were debited showing as 'other dues'.
- II. On approaching the office of the Respondent, an audit sheet was made available. In the audit sheet the meter was shown defective for the billing month Jul' 14 and accordingly the electricity bill of Jul'14 was revised on the basis of consumption recorded in corresponding month (i.e. Jul'13) of previous year for which the Appellant did not agree because the bill of average consumption for the said month was already deposited by the Appellant.
- III. The Appellant stated the meter reader did not take the meter reading correctly for the B/M May' 13, so in the month of Jul' 13 the electricity bill was issued for accumulated reading of 13140 units. The electricity bill for the month of May' 13 was issued for 890 units only, which was not possible looking to the previous trend of the Appellant's consumption. The Appellant also informed to the Respondent at that time that this consumption should not be considered for average purpose in future if required.
- IV. The Appellant stated that to assess the energy consumption for the bill of Jul' 14, the electricity consumption of corresponding month (i.e. Jul' 13) of previous year taken by the Respondent is not correct. Instead of this the average consumption of May' 13 and Jul' 13 should be considered by the Respondent for issuing Jul' 14 bill.
- V. The Forum in its meeting held on 22.3.18 did not grant any relief and ignored all facts and TCOS rules. Even the Respondent did not provide the copy of the minutes of meeting after regular pursuance.
- VI. The relief sought from The Ombudsman:
 - a) To direct the Respondent to quash the charging done.
 - b) To direct the Respondent to refund the excess amount charged with 18% interest.
 - c) Any other relief in the interest of justice.

4. Processing of the case

- 1) The notices were served on dated 22.5.18. A copy of the representation received from the Appellant was forwarded in terms of the Regulation 7(1) of the RERC (Settlement of Disputes by Electricity Ombudsman) Regulations, 2010 (Electricity Ombudsman Regulations in short), to the Respondent and the Forum for sending reply / comments/ factual report, so as to reach to the Electricity Ombudsman by 15.6.18 along with necessary supporting documents and the proof of serving a copy of the same to the Appellant.
- 2) The Appellant was also asked to furnish his comments, if any, on the Respondent's reply, to the Electricity Ombudsman by 27.6.18 along with a proof of serving a copy of the same to the Respondent.

5. Replies and arguments

- 1) The Respondent furnished the reply to the representation on 18.6.18 along with a proof of serving a copy of the same to the Appellant.
- 2) No reply/ comment on the Appellant's representation were received from the Forum.
- 3) The case was heard on 11.7.18 in presence of authorised representatives of both the parties, listed above.
- 4) The Respondent's reply and the arguments furnished during the hearing have been summarised as under:
 - i. The Respondent stated that the Appellant did not declare all facts in the correct manner in his grievance. The correct facts of the case are that, the Appellant was charged for 13140 units in the month of July'13 as per consumption reading.
 - ii. Thereafter, the meter burnt and the same was changed; the average reading for the month of Jul'14 was taken on the basis of average billing of previous months and the bill for 10,000 units was issued and charged from the Appellant herein and the same was deposited by the Appellant.
 - iii. The Respondent stated that it is pertinent to mention that no objection in regard to the said bill has ever been raised either at the time of payment for the said bill or even now before this Appellate Forum. Therefore the said issue is final and barred by limitation.
 - iv. The Respondent stated that the audit found a difference of 3140 units and the same was directed to be levied. When the matter was brought before the Circle Level Grievance Redressal Settlement Committee, the Committee waived the charges for 3140 units as levied by the audit. Therefore it is evidently clear from the facts stated here in above that the relief was already granted to the Appellant by the Committee, by waiving the charges levied due to revision of the original bill due to audit charges, but the same was not acceptable to the Appellant.
 - v. The Respondent stated that the Appellant did not specify in representation, as to against which billing he wants relief and as to what charges levied wants to be quashed.
 - vi. The Respondent humbly prayed that this reply may be taken on record and the case may be dismissed qua answering the Respondent with penal costs throughout.

5) During the hearing both the parties reiterated their respective written arguments as above. The Appellant stated that the Forum did not provide a copy of the decision till today even after many pursuances. In absence of the copy of the decision he could not comment on it. It is very serious lapse on the part of the Respondent and it was also noted that the decision copy of the Forum was even not enclosed with the reply. The copy of the decision of the Forum was produced during hearing. The Respondent apologized for that and stated that due to negligence not intentionally the copy could not be provided to the Appellant and assured that in future they will strictly follow the rules. The Respondent further stated that the Forum in its meeting held on 22.3.18 decided to waive the charges raised by the audit to redress the grievance of the Appellant for which the Appellant did not give their consent at that time. The Appellant stated that the decision taken by the Forum was not known to them as such they were not in position to give their consent during the meeting. The Respondent stated that they are ready to implement the decision of the Forum and credit the amount debited at the instance of the audit report for which the Appellant also agreed.

6. Settlement by Conciliation

Both the parties were explained about the factual position of the case within the framework of the Act/ Rules and the Regulations made there under and were advised in view of the Regulation 7(2) of the Electricity Ombudsman Regulations, to reach some settlement of the representation but no settlement could be reached. They furnished a written statement in this regard. The Electricity Ombudsman, therefore, analysed the case and accorded the decision as hereunder.

7. Analysis of the case

Based on the written statements / documents provided by both the parties, arguments made during the hearing, the case has been analysed as under: In the instant case dispute/grievance arose when the Respondent debited the amount Rs.22294/- (raised by the Audit party) in the bill for the billing month of Oct'17. The Appellant received the bill for the billing month of Jul'14 on average basis i.e. for 10000 units and deposited the same without any protest and there was no dispute till the amount Rs. 22294/- debited in his account on the basis of Audit report. The Audit revised the energy bill for the month of Jul'14 without analysing the facts, when average bill was issued by the Respondent and deposited by the Appellant. The Forum in it's decision decided to credit the amount so debited at the instance of the Audit with LPS but the decision was not implemented as Appellant has not agreed. During hearing the Appellant stated that they did not give their consent before the Forum meeting as decision was not known to them. The Respondent stated that they will implement the decision and waive the charges for 3140 units as levied by the Audit for which the Appellant has also agreed in the hearing. In view of stated position as above further analysis in the instant case is not required.

8. Award on Representation

After due consideration of the analysis of the case as above, the Electricity Ombudsman hereby pass the award under **Regulation 8** of the Electricity Ombudsman Regulations, as under:

- 1) The Respondent is directed to credit the debited amount Rs 22294/- along with LPS if any on this amount.
- 2) The excess amount recovered from the Appellant if any shall be refunded with interest at RBI rate, as per the **Regulation 37** of the Supply Code Regulations, payable from the date of recovery till the date of refund.
- 3) The amount as above shall be credited in next electricity bill to be issued by the Respondent, after the receipt of acceptance of this award by the Appellant.
- 4) No order as to cost.

9. Compliance of Award

- i. The Appellant may furnish to the Respondent within a period of **fifteen days** from the date of receipt of this award, a letter of acceptance that the award is accepted in full and final settlement of his claim. A copy of such acceptance be also forwarded to the Electricity Ombudsman.
- ii. The Respondent shall comply with this award as above, on receipt of the acceptance letter from the Appellant otherwise it shall be deemed to be a contravention of the RERC (Settlement of Disputes by Electricity Ombudsman) Regulations, 2010 and in that case the Appellant would be at liberty to take appropriate action against the Respondent including filing a representation before the Rajasthan Electricity regulatory Commission under the Section 142 of the Electricity Act, 2003, for such non-compliance.
- iii. The Respondent shall intimate the compliance of the award to the Electricity Ombudsman, Rajasthan.
- iv. If the Appellant does not intimate the acceptance, the award shall not be required to be implemented by the Respondent.

(G.R.Choudhary)
Electricity Ombudsman,
Rajasthan