

# CONSUMER GRIEVANCE REDRESSAL FORUM

ELECTRICAL CIRCLE, BARGARH

First Floor, Raymond Building, Bandutikra Chowk, Bargarh-768028

Phone: (06646) 230135, E-mail: grf.bargarh@tpwesternodisha.com



## Present:

Sri B.K.Singh ... President  
Sri Pulakesh Dasbhaya ... Member (Finance)  
Sri Debendra Ranjan Sahu ... Co-Opted Member

1	Case No.	<b>BGH/04/2026</b>				
2	Complainant	Name & Address:		Consumer No:		
		M/s. Rajiv Lochan Rice Mill		5150-0000-0028		
		At/PO-Behera,Barpali		Contact No.:		
		Dist-Bargarh		8917430601		
3	Respondent	Name		Division		
		Executive Engineer (Elect.), BWED,Bargarh TPWODL.		BWED, TPWODL, Bargarh.		
4	Date of Application		07.01.2026			
5	In the matter of-	1. Agreement / Termination		2. Billing Disputes		✓
		3. Classification / Reclassification of Consumers		4. Contract Demand / Connected Load		
		5. Disconnection / Reconnection of Supply		6. Installation of Equipment & apparatus of Consumer		
		7. Interruptions		8. Metering		
		9. New Connection		10. Quality of Supply & GSOP		
		11. Security Deposit / Interest		12. Shifting of Service Connection & equipments		
		13. Transfer of Consumer Ownership		14. Voltage Fluctuations		
		15. Others (Specify) -				
6	Section(s) of Electricity Act, 2003 involved		42(5)			
7	OERC Regulation(s):				Cluses	
	1	OERC Distribution (Licensee's Standard of Performance) Regulations,2004				
	2	OERC Conduct of Business) Regulations,2004				
	3	Odisha Grid Code (OGC) Regulation,2006				
	4	OERC (Terms and Conditions for Determination of Tariff) Regulations,2004				
	5	Others-OERC Distribution (Conditions of Supply) code, 2019			155 & 157	
8	Date(s) of Hearing		21.01.2026, 30.01.2026, 24.02.2026 and 06.03.2026			
9	Date of Order		10.04.26			
10	Order in favour of		Complainant	Respondent	Others	✓
11	Details of Compensation awarded, if any.		Nil			
12	Appeared for the Complainant:		Appeared for the Respondent:			
	M/s. Rajiv Lochan Rice Mill Represented by Rohit Singhal		1.Executive Engineer(Elect.), BWED,Bargarh,TPWODL 2. Executive Engineer, MRT,BWED, Bargarh,TPWODL			

**PRESIDENT**

Grievance Redressal Forum  
TPWODL, Bargarh-768028

## ORDER



### Brief Facts of the Case

The present case has been registered in this forum vide Case No. 4 of 2026. Brief facts pertaining to the case are that the Complainant is a HT- LARGE INDUSTRY consumer having consumer No. 5150-0000-0028 with contract demand of 227.00 KVA under the area of Bargarh West Electrical Division. That the Complainant has raised objection regarding several unplanned load shedding and frequent power tripping in the month of September which has damaged his plant and machinery causing financial loss to him.

### Gist of Arguments made by the Parties

The present case has been heard on dated 21-01-2026, 30-01-2026, 24-02-2026 and 06-03-2026. Both the parties were absent on 21-01-2026 whereas complainant was present on 30-01-2026 and 24-02-2026 and absent on 06-03-2026 and respondent was present on 06-03-2026 only. The contentions made by the parties are as follows:

#### **1. Submission of the Complainant:**

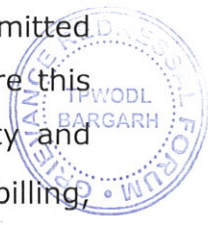
1. That, there has been several unplanned load shading and frequent power tripping in the month of September, which has been brought to the notice of the SDO time and again. This power interruptions have affected the production severely and, in some instance, has also damaged plant and machinery. Due to such substandard and low quality of power supply, I have incurred huge financial losses.

As per I request you to kindly reimburse following loss which has incurred as follows:

- i. Fixed Charges per day - Rs. 2,100 x 30 days = Rs. 63,000/-
  - ii. Salary and wages per day - Rs. 8,000 x 30 days = Rs. 2,40,000/-
  - iii. Bank Interest per day - Rs. 5,000 x 30 days = Rs. 1,50,000/-
- Total = Rs. 4,53,000/-

(Rupees Four Lakh Fifty-Three Thousand only)

2. That, further due to the interrupted power supply, we are not able to achieve load factor % which leads to higher per unit charges. I request you to kindly adjust the amount in my monthly bill and oblige.

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3. In his further submission dated 24-02-2026, the complainant submitted that, the present case bearing No. BGH/04/2026 is pending before this Hon'ble Forum for adjudication of disputes concerning the legality and correctness of Maximum Demand (MD) assessment and billing, reimbursement of financial losses suffered due to unplanned power outages attributable to the distribution licensee, and necessary adjustments in billing with respect to applicable Time of Day (TOD) hours and tariff categorization.
  4. That, for proper and effective adjudication of the above issues, particularly the dispute relating to Maximum Demand (MD), the Applicant has repeatedly requested the Opposite Party to provide essential technical data including:
    - a. Complete Load survey data (block-wise demand data)
    - b. Instantaneous parameters
    - c. Billing parameters
    - d. Maximum Demand (MD) recorded in KW and in KVA separately, along with date and time of MD occurrence.
    - e. Any other data captured by the meter relevant to billing and consumption.
    - f. Internal assessment sheet or calculation basis relied upon.
  5. That, the Applicant has addressed multiple written communications and email requests to the Opposite Party seeking the above records. Despite the said written requests and repeated follow-ups, the Opposite Party has failed and neglected to furnish the aforesaid technical data.
  6. That, withholding of meter dump data and load survey records amounts to suppression of material evidence and is contrary to the principles of natural justice.
  7. In his final submission dated 16-03-2026, the complainant submitted that, the present grievance raises issues that go beyond mere arithmetic computation of Maximum Demand. It concerns the fair application of tariff provisions, the proportionality of penal consequences, and the obligation of the distribution licensee to implement tariff conditions in a manner consistent with regulatory intent and statutory equity.

## **2. Reply Submission of the Respondent:**

- i. That, the contentions raised in present case are vague & merely based on personal surmises of complainant, hence the complaint is devoid of any merit & is liable to be dismissed in summery.

- ii. That, in regard to involved fact, it is humbly stated here that, the petitioner since May'2013 has been allowed to avail power supply bearing Con. No. 5150-0000-0028 for a Contract Demand of 227KVA under Large Industrial category to run a Rice Mill namely, M/S Rajiv Lochan Rice Mill (P)Ltd., At- Behera, Barpali, Bargarh. It is pertinent to bring here that; there is no such power interruption or billing defect in reference to the power supply of complainant as alleged in the complaint. While there was no power/ load restriction to the consumer during the alleged period of 2025-26. And for any planed shut down of power supply for the operation, maintenance & various system improvement work purposes, as per the prevailing guideline & policy decision adopted by TPWODL, there are prior information in form of electronic message as well as announcement is followed in the locality going to be affected by the shutdown. Moreover, it is pertinent to state that, while the complainant is availing contract demand 227KVA, the complainant has been facilitated to draw power supply from 33KV Bijepur Feeder, and it is needless to state that occasion of power interruption at 33KV level is much less.
- iii. That, as regard to claim of loss of complainant, it is to note here that, the complainant earlier vide his letter No-,nill, dt.06.12.2024 addressed to the Sub-Divisional Officer (Elect.), Barpali, TPWODL, Bargarh had raised a claim for reimbursement of loss occasioned from power shut-down. In reference to said claim, the SDO(Elect.), Barpali vide his office letter No.304, dtd.07.12.2024 then had categorically intimated to the complainant that, there is no such defect in the supply system causing any power interruption in the 33KV feeder. During 2024-25, there was system augmentation work of 33KV Bijepur Feeder has been undertaken by TPWODL under the OERC approved CAPEX Project Work. For implementation of the time bound augmentation work, planned shut-down being essential, time to time prior information about the date & time of shut-down also been circulated through electronic message, email & mike announcement for the knowledge of valued consumers of the affected area Further, through telephonic call the SDO (Elect) had personally informed to the complainant about the required planed shut-down for the ongoing work at 33KV Bijepur Feeder, so necessary step could be taken at his end to minimize the inconvenience.
- iv. While TPWODL is bound to implement the Government approved work, also empowered under the provisions of OERC Distribution (Conditions of

Supply) Regulation-2019 to allow temporary shutdown of supply to any area for the purpose of safe maintenance of supply system & the electricity consumers on other hand are required to co-operate for such planned shut-down to undertake the work at supply system on the general interest. As such, there is no liability of TPWODL for any inconvenience/ loss occasioned from the lawful planned shut-down for then ongoing work over 33KV Bijepur Feeder.

- v. That the allegation of frequent power interruption during September-2025, as alleged in the complaint is altogether false, baseless & stand against the power supply record available with the opp-parties. In form of summary, the number of power interruption in relation to complainant's unit during the month of September-2025 is as follows:

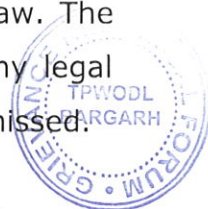
Name of Feeder 33KV Bijepur Feeder (Barpali GSS) Month: September-2025			
Types Of Shutdown	Frequency	Duration	Remark
Planned Shutdown	1	312min	Routine Maintenance of Feeder
Emergency Shutdown/ Transient Tri in	25	1039min	Lightening, Thunderstorm, Temporary Fault & Restoration of Supply
Total	26	1351 min	Reliability index is @ 97%

- vi. It is to note here that, the summary shown from the analysis of feeder tripping data, clearly establishes that, the reliability index of the feeder is @ 97%, and there is no such frequent planned shutdown. Hence, the alleged complaint raised by petitioner that "due to interruption >60% load factors could not be attended" is baseless. From above data it safely could be inferred that the tripping at feeder is very less, but the power interruption complaint alleged by complainant could only be on account of internal causes of complainant's industry like, meter CT/PT burst, cable burnt & other similar causes. Also, the complainant has not done & provided the periodical Annual Inspection Report of the substation, plant and machineries through the Electrical Inspector (T&D) & such lacuna on

part of complainant may further result to repeated occurrence of fault in the supply system. Further, on analysis of the billing data, it is found that during year-2025, there is no discrepancies in relation to the billing of recorded Maximum Demand (KVA) & energy bill (KWH), hence monthly bill of complainant is suffering from any impropriety or imparity as alleged by the complainant is baseless.

- vii. That, in reference to alleged fact of non-supply of applied data to complainant on part of opp-parties is completely false & stands against available record with the opp-parties. The complainant in a view to obtain load survey — meter dump data for the period from January to December-2025 had deposited the required fee of Rs.6000/- with the opp-party No-I on dtd.29.01 2026 & the Key Consumer Group of opp-parties in response to said application vide email dt.02.02.2026, had shared the data with the complainant. Further, by attending to the difficulties faced by consumer/ complainant with the shared data, the said Group successively vide email dt.04.02.2026 & 17.02.2026 had shared more easy forms of excel data with the complainant for his information. Hence, the complainant with payment of required fees has obtained the meter dump data on the applied heads i.e. (a) Load Survey Data (b) Instantaneous Parameters (c) Billing Parameters (d) MD Occurrence with Time & Date (e) Billing Data for the entire period, January to December-2025. As such the complainant while well aware about the correctness of bill, billing parameters, and there was no power interruption due to fault of opp-parties, with false, frivolous & surmises has filed the complaint in the case. It is also to state here that for the month of September-25, there was no complaint related to power supply reported even to KCG Group, exclusively engaged to look after the HT consumers. As such, the complaint is liable to be dismissed without any further consideration.
- viii. The copies of email dtd.02.02.2026, 04.02.2026 & 17.02.2026 is annexed here as Annexure-3 for reference. The soft copy of meter load survey data, instant parameters, billing MD KW & MD KVAs along with billing other billing parameters already shared to the office email of Ld. Forum with copy to complainant for reference. The copy of Meter Power Off data is annexed as Annexure-4 for reference and the copy of billing data of complainant is annexed as Annexure-5 for reference.
- ix. That for all aforesaid, there is no loss to complainant due to the fault of opposite parties as alleged in the complaint. As such, the complainant is

not entitled to any reimbursement or compensation under the law. The claim of complainant in the matter being not supported with any legal rhyme or reason, is accordingly devoid of merit & liable to be dismissed.

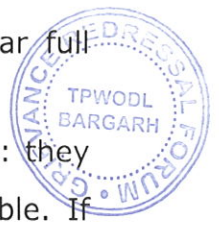


### 3. Final Submission of the Complainant:


- a. That, the present grievance raises issues that go beyond mere arithmetic computation of Maximum Demand. It concerns the fair application of tariff provisions, the proportionality of penal consequences, and the obligation of the distribution licensee to implement tariff conditions in a manner consistent with regulatory intent and statutory equity.
- b. That the complainant respectfully submits that the dispute must be examined in three interrelated dimensions:
  - Non-application of the 720-hour proportionality rule.
  - Levy of overload penalty based on isolated reactive-driven spikes, and
  - The financial prejudice caused due to daytime (solar-hour) outages which compelled utilization during higher-tariff peak periods.
- c. That, the demand charges are fundamentally capacity charges. They are levied not for energy consumed, but for the availability of contracted capacity. The OERC Retail Supply Tariff Order for FY 2024— 25, under the General Conditions applicable to HT consumers, explicitly provides that where supply availability in a billing month falls below 720 hours, demand charges shall be reduced proportionately. This provision is not ornamental. It embodies the core principle that full demand charges are justified only when full availability is provided.
- d. That, the Opposite Party has sought to justify its failure by referring to contractual terms. However, contractual obligations cannot be selectively enforced. The Supply Agreement obligates the Respondent to provide continuous power subject only to statutory restrictions. No notification under Section 22B or any statutory direction has been produced for the relevant period. In absence of lawful restriction, the Respondent cannot escape liability by merely invoking contractual clauses.
- e. That in the present case, the record reflects multiple power interruptions during the relevant months. Following is a chart reflecting month wise power cuts along with duration:

MONTH	TRIPPING FOR THE MONTH	NO OF EVENTS FOR THE MONTH	HOUR	MINUTE
JAN	23	47	64	22
FEB	12	43	39	166/ODL
MAR	11	66	11	0
APR	31	36	68	27
MAY	NA	NA	NA	NA
JUN	26	45	28	42
JUL	54	80	61	49
AUG	30	37	120	18
SEP	31	24	25	5
OCT	35	27	34	57
NOV	13	27	21	14
DEC	NA	NA	NA	NA
<b>TOTAL</b>	<b>266</b>	<b>432</b>	<b>471</b>	<b>300</b>

- f. That, the data demonstrates 266 interruption events within a span of 10 months, averaging nearly one interruption per day. Such frequency cannot reasonably be characterised as limited scheduled maintenance or contractual obligation or force majeure. It reflects systemic supply instability affecting availability.
- g. That the Opposite Party has failed to furnish complete 15-minute load survey data for the following periods: 01-02-2025 to 13-02-2025, 01-05-2025 to 28-05-2025 and 04-08-2025 to 08-08-2025.
- h. That, the despite specific request dated 07.02.2026, the data supplied by the Opposite Party does not cover the above periods. The omission is material. Without all the data the complainant fails to derive the actual no of power failures and duration.
- i. That the Opposite Party has neither furnished a certified feeder-wise supply-hour statement nor demonstrated compliance with the 720hour benchmark. In the absence of such proof, the levy of full demand charges is inconsistent with the tariff itself.
- j. That the OERC Retail Supply Tariff Order (FY 2024–25), under the General Conditions governing Demand Charges for HT/EHT consumers, provides that where supply availability in a billing month is less than 720 hours, Demand Charges shall be reduced proportionately.
- k. That the under Section 42 of the Electricity Act, 2003, and Regulations 106 and 108 of the OERC Conditions of Supply Code, 2019, the distribution licensee is under a statutory obligation to maintain and operate its system efficiently, safely, and reliably.
- l. That the maintenance is not an extraordinary act. It is part of the licensee's routine statutory duty. If the licensee chooses to shut down



- supply for maintenance, the consumer cannot be made to bear full capacity charges for the period when supply was not available.
- m. That the jurisprudential basis of demand charges is well settled: they represent payment for keeping infrastructure ready and available. If supply is not available for part of the month, the underlying consideration for full demand charge is diluted. Whether the interruption is due to maintenance or breakdown is irrelevant to the consumer. From the consumer's standpoint, supply was unavailable.
- n. That, the Opposite Party's plea effectively suggests that maintenance outages are outside the 720-hour calculation. such interpretation would create a dangerous precedent:
- The licensee could schedule frequent maintenance,
  - Supply could be unavailable for substantial hours,
  - Yet full demand charges could be recovered.
- o. That, the Opposite Party relies on the tariff clause stating that Maximum Demand shall be the highest 15-minute integrated kVA recorded during the billing month. The complainant does not dispute the existence of such a provision. However, the analysis of the complete 12-month load survey data demonstrates that active power (kW) remains substantially stable across months. The alleged spike in kVA arises not from an increase in active load, but from a sudden rise in reactive component leading to temporary power factor depression. The power factor remains normal for the overwhelming majority of blocks and collapses only in isolated instances.
- p. That, Apparent Power (kVA) is a vector quantity. A temporary surge in reactive component mathematically inflates kVA without reflecting genuine increase in real load. Such inflation does not indicate sustained utilization of contracted capacity. In the present case
- There is no sustained overdrawal;
  - No evidence of deliberate excess utilization;
  - No chronic poor power factor behaviour;
  - No pattern of systematic contract demand breach.
- q. That, the spike is isolated, reactive-driven, and transient.
- r. That, the doctrine of proportionality, now firmly embedded in administrative law under Article 14, requires that regulatory actions must not be excessive relative to the object sought to be achieved.

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- s. That, to convert an isolated 15-minute reactive surge into a full-month overload penalty is disproportionate to the nature of the occurrence.
- t. That, the complainant does not allege that the licensee is directly responsible for temporary power factor variation. However, the law does not mandate that every mathematically highest block must result in penal consequence regardless of context. Regulatory forums are empowered to examine fairness in implementation.
- u. Again, it is submitted that, the complainant's operations are substantially aligned with daytime (solar-hour) production. However, repeated interruptions during solar hours forced the unit to shift operations to peak-hour periods to meet production commitments. Due to which the complainant has suffered loss of operational efficiency due to daytime outage and compelled consumption during higher tariff peak hours.
- v. That, Under Regulation 106 and 108 of the OERC Conditions of Supply Code, 2019, the distribution licensee bears responsibility for maintaining continuity and quality of supply. If such continuity is deficient, tariff consequences cannot be borne exclusively by the consumer. The consumer cannot be placed in a position where it suffers loss of production opportunity during lower-tariff solar hours due to feeder interruption and is thereafter compelled to operate during higher-tariff peak hours. Such cascading financial prejudice defeats the time-of-day tariff structure itself, which presumes uninterrupted access to differentiated tariff windows.
- w. That, it is respectfully submitted that the Hon'ble Forum may consider directing that peak-hour charges corresponding to the quantum of solar-hour outage be adjusted or proportionately reduced, as the consumer should not be doubly prejudiced—first by outage and second by forced peak tariff exposure.

#### **4. Final Submission of the Respondent:**

1. That, the contentions raised by complainant in the rejoinder are vague, imaginary & beyond the scope of applicable provisions of law to involved fact, as such need no consideration in the case.
2. That, the entire rejoinder of complainant is based on one imaginary 720-hour proportionate rule, aiming towards steady power supply to his unit. It is to note here that, there is no such power interruption or

billing defect in reference to the power supply of complainant as alleged in the complaint. The opp-parties in their original reply by explaining said fact on basis of the analysis of feeder tripping data, have stated about the reliability index of 33KV Bijepur Feeder (Barpali GSS) as @ 97%, and there is no such frequent planned shutdown. Hence, the alleged complaint raised by complainant that "due to interruption >60% load factors could not be attended" is baseless.

That, as regard to the 720-hour proportionate rule for billing of demand charge, it is to note that said rule is imaginary in reference to Regulation-143 of the OERC Distribution (Conditions of Supply) Regulation-2019, which clearly defines that;

### **Demand Charges**

143. (i) Monthly demand charges shall be payable by the consumer on the basis of maximum demand and contract demand as determined in the tariff notification. In case maximum demand meter is not provided or the meter has become defective, the monthly demand charges shall be payable on the basis of contract demand as determined in the tariff notification.
- (ii) Such monthly demand charges shall be payable for the full period of the agreement under Regulation 48 even if no electricity is consumed for any reason whatsoever or supply has been disconnected due to default of the consumer or agreement is fore-closed before its actual termination date for any reason whatsoever.
- (iii) During statutory power-cuts and power restrictions imposed by the licensee/supplier, if the restriction on demand is imposed for a period exceeding sixty hours in a month, the monthly demand charges shall be prorated in accordance with the period and quantum of demand restrictions imposed. In all other cases the consumer shall be liable to pay the full demand charges.

From aforesaid, it is crystal clear that the complainant as an electricity consumer is lawfully liable to pay the minimum monthly fixed charges, demand charges, energy charges & other charges as specified by the Hon'ble OERC, Bhubaneswar, irrespective of the reliability index as alleged by the complainant. Moreover, on conjoint reading of provisions of "System of Supply" under Chapter-VI and "Charges of Supply" under Chapter-IX, of the OERC Distribution (CS) Regulation-2019 with the Tariff

Orders for respective period, it could be understood that, the power reliability is measured through indices rather than any fixed "percentage per billing month" as alleged by the complainant. The approved standards of power reliability could be understood from the related provisions of:

- Reliability Surcharge: A prescribed surcharge per unit is applicable to HT and EHT consumers if the reliability index is 99% and above and the voltage profile remains within the stipulated limit.
- Average Power Factor Rebate: If the average power factor of the consumer's installation in any month is above 95%, the consumer is entitled to a rebate at the rate of 0.5% in excess of 95% power factor on the total amount of electricity bill for that month.
- Performance Monitoring: The Commission monitors distribution transformer (DTR) failures as a percentage of total DTRs in service, which must be kept within set reliability parameters.

On the other hand, the 720-hour proportionality as referred by Hon'ble Odisha Electricity Regulatory Commission relates to the standard, normative, or average number of operating hours in a month used to convert demand charges into energy charges for calculating Cross-Subsidy Surcharge (CSS) for Open Access consumers only. In Open Access tariff orders (e.g., FY 2025-26), the Hon'ble Commission has referred about 730/720 hours as the "Average Hours in a month" to convert demand charges into at 100% Load Factor (LF) for calculation of the cross-subsidy surcharge to determine the per-unit cost of the distribution licensee to supply electricity, based on the load factor. This ensures that open access customers contribute to the demand charges for fixed costs even if they consume less than the total contracted power, typically assuming a high utilization rate. Neither the complainant is an open access consumer, nor the 720-hour is one prescribed standard of reliability of supply applicable in general towards proportionate billing of demand charges in failure to provide the supply to said standard. Further, at no point of time the 720-hour supply in any billing month has been directed as the standard under any Tariff Orders promulgated by the Hon'ble Commission and such claim of complainant is entirely beyond the objectives of the Hon'ble Commission.

3. That, the contentions of complainant regarding levy of overload penalty on isolated reactive driven spike is false, baseless & stands against the available record with opp-parties. It is to note that, billing over-load

penalty is as per the provisions of Retail Supply Tariff for respective period, and as per current Tariff Order-2025-26 the directives is as follows :



(ix)"Drawal by the Industries up to 120% of Contract Demand shall be allowed during Normal Hours and Solar Hours without levy of any penalty. The industries who draw beyond their Contract Demand during Peak Hours shall not be eligible for this benefit. If the drawal during the Normal Hours & Solar Hours exceeds 120% of the Contract Demand, overdrawal penalty shall be charged on the drawal over and above the 120% of Contract Demand. If Statutory Load Regulation is imposed, then restricted demand shall be treated as Contract Demand. This provision of TOD shall be made effective from 01.07.2025."

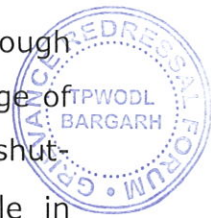
It is needless to state that, throughout the complainant has been billed as per the actual meter reading, and by entertaining his application for meter dump data for last one year period from January to December-2025, same has already been supplied to him for his information. Further, there are standard procedure adopted by the opp-parties for billing purposes, and as per such billing parameters, any occurrence of abnormal recording of demand or single/ isolated reading of demand for less than 15-minute slot, are purposefully excluded on own initiations of opp-parties from billing. Similarly, any abnormal recording of demand for meter defect, technical fault or any other equivalent reason, are also reasonably considered by opp-parties on receiving information/ objection from the consumer. Hence, there is no such scope of billing of demand charges or levy of overload penalty based on isolated reactive-driven spike as alleged by the complainant.

4. That, the contentions regarding financial loss due to daytime (solar hour) outages compelling consumption during peak hour is reuttering of contentions by complainant in different word, which already been explained/ replied by opp-parties in their original reply. It is pertinent to state here that, power outages; whether for operational and maintenance activities out of technical fault, system breakdown or due to force-majeure as defined under the Regulation-2019, in such cases planned shut-down or temporary shutdown of supply to any area being essential, the Regulation very well empowers the opp-parties to implement such required work & the electricity consumers on other hand are required to co-operate for such planned shutdown to undertake the

work at supply system on the general interest. Excepting to such outages for the essential work, there is no such frequent power interruption at the 33KV Bijepur Feeder as alleged by the complainant. Rather, from analysis of the feeder tripping data for the disputed month of September-2025 (already submitted before the Ld. it could be inferred that the reliability index of the feeder is @ 97% and there is no such frequent planned shutdown. Further, from analysis of Meter Off Data of installed meter at premises of complaint for the disputed period from January to December-2025, the ascertained cumulative reliability index is above 92.74%. Moreover, as alleged by complainant, the long duration power interruption, occurred during month of May-2025 & Aug2025, reflected in the Meter Off Data is on account of internal causes of complainant's industry like, meter CT/PT burst, cable burnt & other similar causes out of poor maintenance. Here it is relevant to state that, even after repeated reminders the complainant has not done & provided the periodical Annual Inspection Report of the substation, plant and machineries through the Electrical Inspector (T&D) as required under the provisions of Regulation-32, 37 of the CEA (Measures Relating to Safety & Electric Supply) Regulation-2023 and for such lacuna on part of complainant may further result to repeated occurrence of fault in the supply system. To prevent such interruption at the 33KV Bijepur Feeder the Sub-Divisional Officer (Elect.), Electrical Sub-Division Barpali, TPWODL, Barpali, Bargarh vide his office letter No.61/2, dt.15.03.2026 has intimated to complainant to rectify their internal fault & to submit the periodic inspection/ testing report of Electrical Inspector of installations at the unit at earliest. Hence, the alleged complaint raised by complainant that "due to interruption >60% load factors could not be attended" or loss due to daytime (solar hour) outages compelling consumption during peak hour are baseless. From above referred dump data it safely could be inferred that the tripping at feeder is very less, but the power interruption as alleged by complainant is entirely false.

5. That, on analysis of the billing data, it is found that during year-2025, there is no discrepancies in relation to the billing of recorded Maximum Demand (KVA) & energy bill (KWH), hence monthly bill of complainant is not suffering from any impropriety or imparity as alleged by the complainant. As such, there is no liability of TPWODL for any inconvenience/ loss occasioned from the lawful planned shut-down for

time bound augmentation work with prior information circulated through electronic message, email & mike announcement for the knowledge of valued consumers of the affected area about the date & time of shut-down. In view of all aforesaid, the action of opp-parties while in accordance with the provisions of law, in contrary the claims of complainant in the case are beyond the scope of provisions of law & is based on self-construed imaginary methods. As such, the complaint is devoid of any merit & is liable to be dismissed.



### **Findings and observations of the Forum**

Written/verbal Submissions were made by both parties and arguments were heard at length. This Forum, after hearing the parties and going through the relevant documents, FG and Samadhan database (Licensee's soft records) and provisions of law have concluded as follows:

1. That, the Complainant is a HT- LARGE INDUSTRY consumer having consumer No. 5150-0000-0028 with contract demand of 227.00 KVA under the area of Bargarh West Electrical Division.
2. That, the complainant has raised objection regarding several unplanned load shedding and frequent power tripping which has damaged his plant and machinery causing financial loss to him.
3. That, the complainant has prayed before the Forum to:
  - To direct verification and proportionate reduction of demand charges under the 720-hour clause of the OERC Retail Supply Tariff Order FY 2024-25;
  - To Re-examine and suitably moderate overload penalty imposed on isolated transient reactive-driven spikes;
  - To direct adjustment of peak-hour charges to the extent solar-hour supply was unavailable due to feeder outages;
  - To order refund or adjustment of excess recovery;
  - to grant such other relief as deemed just and proper.

The Forum, after verification of records and various documents, has noted that:

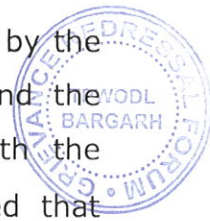
- 1) The complainant's claim on repeated feeder interruptions from Jan'2025 to Dec'2025 is not based on proper record whereas the respondent has produced the time and duration of interruptions with record of meter data which shows total tripping is 25 nos. and duration is 1039 minutes due to emergency shutdown

and transient tripping and one planned shutdown of 312 minutes in Sep'2025 and all tripping has been restored within proper time.

- 2) The Forum also noted that the Reliability index for 2024-25 is 92.747% for the complainant which is under the Regulatory framework of tariff for the FY 2024-25 and 2025-26.
- 3) Further, it is noted from the submission of the respondent that, the complainant is a 33KV supply consumer and he is not complying the proper inspection for maintaining healthy internal electrical system which is a statutory requirement under Regulation 32 and 37 of CEA (Measures Relating to Safety & Electric Supply) Regulation 2023. Therefore, it is observed that most of the tripping is not attributed by the opponent only. Some interruptions might be due to internal wiring and failure of internal protection system of the complainant. Therefore, the compensation claimed by the complainant for his financial loss is not accepted by the Forum.
- 4) Regarding the objection raised by the complainant for not achieving the 60% load factor for rebate purpose due to frequent tripping, it is noted by the Forum that, as the reliability index is more than 90%, the complainant can achieve >60% load factor because for 227 KVA CD the 60% load factor can be achieved with 432 hours only. Therefore, the objection raised by the complainant for not achieving the 60% load factor for rebate purpose due to frequent tripping is not true and hence denied by the Forum.
- 5) Regarding absence of certified 720 hours compliance, as submitted by the respondent "the 720-hour proportionality as referred by Hon'ble Odisha Electricity Regulatory Commission relates to the standard, normative, or average number of operating hours in a month used to convert demand charges into energy charges for calculating Cross-Subsidy Surcharge (CSS) for Open Access consumers only. In Open Access tariff orders (e.g., FY 2025-26), the Hon'ble Commission has referred about 730/720 hours as the "Average Hours in a month" to convert demand charges into at 100% Load Factor (LF) for calculation of the cross-subsidy surcharge to determine the per-unit cost of the distribution licensee to supply electricity, based on the load factor. This ensures that open access customers contribute to the demand charges for fixed costs even if they consume less than the total contracted power, typically assuming a high utilization rate. Neither the complainant is an open access consumer, nor the 720-hour is one prescribed standard of reliability of supply applicable in general towards proportionate billing of demand charges in failure to provide the supply to said standard. Further, at no point of time the 720-hour supply in any billing month

has been directed as the standard under any Tariff Orders promulgated by the Hon'ble Commission and such claim of complainant is entirely beyond the objectives of the Hon'ble Commission". The Forum also agrees with the respondent that nowhere in the Tariff Orders it has been mentioned that 744/720-hours supply in any billing month is a standard. It is the total hours in a month which is taken for calculation of other parameters.

- 6) Regarding transient reactive driven MD spikes and stable active demand profile, it is noted by the Forum that, this is the responsibility of the complainant to control the reactive in order to maintain the proper power factor. Therefore, any hike in maximum demand is self-contributory.
- 7) Regarding forced peak hour utilization due to daytime outages, it is noted by the Forum that SDO Barpali has already cleared vide his letter no. 304 dated 07-12-2024 and intimated to the complainant that there is no such defect in the supply system causing any power interruption in the 33KV feeder. During 2024-25, there was system augmentation work of 33KV Bijepur Feeder has been undertaken by TPWODL under the OERC approved CAPEX Project Work. For implementation of the time bound augmentation work, planned shut-down being essential, time to time prior information about the date & time of shut-down also been circulated through electronic message, email & mike announcement for the knowledge of valued consumers of the affected area. Further, through telephonic call the SDO (Elect) had personally informed to the complainant about the required planed shut-down for the ongoing work at 33KV Bijepur Feeder, so necessary steps could be taken at his end to minimize the inconvenience. The Forum also thinks that planned shutdown is also necessary for system maintenance.
- 8) After observing all the documents, the Forum construed that, all the tripping can not be attributed to the respondent only. It may be internal causes of complainant's industry like, meter CT/PT burst, cable burnt & other similar causes. Further the complainant has not done & provided the periodical Annual Inspection Report of the substation, plant and machineries through the Electrical Inspector (T&D) & such lacuna on part of complainant may further result to repeated occurrence of fault in the supply system. Therefore, the objection raised by the complainant regarding forced peak hour utilization due to daytime outages is not true and denied by the Forum.
- 9) Further, the Forum also finds no discrepancies in relation to the billing of recorded Maximum Demand (KVA) & energy bill (KWH) which is beyond the Tariff.




*B. J.*




## Directions of the forum

In view of the observations and findings rendered in the preceding paragraphs, the instant complaint petition filed by the present Complainant is **dismissed** as being devoid of any merit.

Accordingly, the case is disposed of.

  
Co-opted Member  
(D.R. Sahu)  
Grievance Redressal Forum  
TPWODL, Bargarh-768028  
Co-Opted Member

  
(P. Dasbhaya)  
MEMBER  
Member (Finance)  
Grievance Redressal Forum  
TPWODL, Bargarh-768028

  
(B.K. Singh)  
PRESIDENT  
President  
Grievance Redressal Forum  
TPWODL, Bargarh-768028

No. GRF/BGH/

102<sup>(3)</sup>

Date: 10.04.26

Certified Copy to:

- 1) The Zonal Head, Bargarh Zone, TPWODL, Bargarh.
- 2) The Chief Legal, TPWODL, Burla.

"If the complainant is aggrieved with this order or non-implementation of the order of the Grievance Redressal Forum in time, he/she can make the representation to the Ombudsman-II, Qrs. No. 3R-2(S), GRIDCO Colony, P.O: Bhoinagar, Bhubaneswar-751022 (Tel. No. 0674-2543825 and Fax No. 0674-2546264) within 30 days from the date of order of the Grievances Redressal Forums".

This order can be accessed at TPWODL website [www.tpwesternodisha.com](http://www.tpwesternodisha.com)- Customer Zone- Grievance Redressal Forum- BGH- GRF case No. BGH 04 of 2026.