

**Grievance Redressal Forum**  
**TPWODL, BARGARH**  
 First Floor, Raymond Building, Bandutikra Chowk,  
 Bargarh, Pin- 768028  
 Email: [grf.bargarh@tpwesternodisha.com](mailto:grf.bargarh@tpwesternodisha.com), Ph No.06646-230135  
**Bench: Sri B.K Singh (President) and Sri S. Tripathy, Member (Finance)**

Ref: GRF/Bargarh/Div/BED/ (Final Order)/ 150<sup>(4)</sup>

Date: 23.12.2024

**Present:** Sri B. K Singh (President),  
 Sri S. Tripathy, Member (Finance).

1	Case No.	BGH/125/2024			
2	Complainant/s	Name & Address		Consumer No	Contact No.
		Sri Adinarayan Raju At-Bausenpali, Kuruan, Remunda, Dist-Bargarh		5120-0103-6902	9938322781
3	Respondent/s	EE (Elect), BED, Bargarh			Division B.E.D, TPWODL, Bargarh
4	Date of Application	08.11.2024			
5	In the matter of-	1. Agreement/Termination	X	2. Billing Disputes	√
		3. Classification/Reclassification of Consumers	X	4. Contract Demand / Connected Load	X
		5. Disconnection / Reconnection of Supply	X	6. Installation of Equipment & apparatus of Consumer	X
		7. Interruptions	X	8. Metering	X
		9. New Connection	X	10. Quality of Supply & GSOP	X
		11. Security Deposit / Interest	X	12. Shifting of Service Connection & equipments	X
		13. Transfer of Consumer Ownership	X	14. Voltage Fluctuations	X
		15. Others (Specify) -X			
6	Section(s) of Electricity Act, 2003 involved				
7	OERC Regulation(s) with Clauses	1. OERC Distribution (Conditions of Supply) Code, 2019 √			
		2. OERC Distribution (Licensee's Standard of Performance) Regulations, 2004			
		3. OERC Conduct of Business Regulations, 2004			
		4. Odisha Grid Code (OGC) Regulation, 2006			
		5. OERC (Terms and Conditions for Determination of Tariff) Regulations, 2004			
		6. Others			
8	Date(s) of Hearing	08.11.2024			
9	Date of Order	23.12.2024			
10	Order in favour of	Complainant	√	Respondent	Others
11	Details of Compensation awarded, if any.	NIL			

**Place of Camp:** Office of The Sub Divisional Officer, Bargarh-II, TPWODL.



**Appeared**

**For the Complainant-** Sri Adinarayan Raju  
Represented by V. Suryanarayan Raju

**For the Respondent -** EE (Elect), BED, Bargarh, TPWODL.  
Represented by Sri Priyabrata Joshi, Jr. Manager (Fin), BED, Bargarh.

**GRF Case No- BGH/125/2024**

(1) Sri Adinarayan Raju  
At-Bausenpali, PO-Kuruan  
Remunda, Dist- Bargarh.  
Consumer No.- 5120-0103-6902

**COMPLAINANT**

**VRS**

(1) EE (Elect.), BED, Bargarh, TPWODL

**OPPOSITE PARTY**

**GIST OF THE CASE/ PETITION FILED**

The Complaint petition filed in the name of Sri Adinarayan Raju, Bausenpali, Remunda, represented by Sri V. Suryanarayan Raju, objected about excessive abnormal bill charged suddenly in the month of Apr 2023, leading to generation of energy bill for an amount of RS. 9.5 Lakhs in a single month. The Complainant prayed before the Forum to direct the Opposite Party to resolve the billing dispute accordingly.

**SUBMISSION OF OPPOSITE PARTY**

The Opposite Party submitted the meter change protocol dt. 02.05.23, Physical Verification Report dt. 29.11.24, Ledger abstract of the complainant and written submission to the case. In reply to the case, the Opposite Party submitted that, the complainant is availing supply for a load of 10HP under LT-Irrigation Pumping and Agriculture Category. The date of initial power supply to the complainant was effected on 10.04.2017 with meter Sl No. WES44805 and brought to billing fold in the same month. However, the last bill raised on the basis of actual meter reading was in the month of Jan 2018. After that, the energy bills were generated on provisional basis till Mar 2023. A new smart meter bearing Sl No. "10033464" was installed in the complainant's premises and actual bill was raised in the month of Apr 23 considering the meter reading recorded in new smart meter bearing Sl No. "10033464" and the FMR of the old meter Sl No. "WES44805". The dump report of the old meter SL No. "WES44805" is not available with the MRT team. The Opposite party mentioned that the energy bill raised in the month of Apr 23, considering the FMR of old meter as well as the meter reading recorded in the new meter with applicable tariff is correct and urged before the Forum to issue order as deemed fit.

**OBSERVATION/ FINDINGS OF THE FORUM**

The case is perused with all documents available on record and merit of the case. After observing the available records, following facts are elucidated below, that,

1. the complainant is an existing consumer of electricity under the operational area of TPWODL bearing Consumer No-5120-0103-6902 having CD-10.00 HP, under LT-Irrigation Pumping and Agriculture Category, under ESO, Tora.
2. the current outstanding amount stood at Rs. 9,07,773/- as on Nov -2024 billing against the complainant consumer.
3. The first energy bill was generated in the month of Apr 2017. But provisional/actual bills were raised intermittently upto Dec 2017. In the month of Jan 2018, the energy bill was raised on



actual basis considering the advanced meter reading of KWH “10300” recorded upto Jan 2018; in meter Sl No. “WES44805”.

4. Thereafter, provisional bills were charged continuously from Feb 2018 to Mar 2023 @ 811 units/806 units/833 units/591 units/913 units/779 units/967 units/9410 units from time to time.
5. In the month of Apr 2023, the energy bill was charged on actual basis with “650280” bill units abnormally in a single month, considering the old meter (meter Sl No. “WES44805”) FMR-“659309” KWH & IMR-“10300” KWH of the same meter alongwith the advanced meter reading of KWH “1271” units recorded in new meter Sl No. “10033464”, thereby charging Rs. 9,17,326.21/- for the month.
6. The FG database revealed that, the new smart meter bearing Sl No. “10033464” was installed in the complainant’s premises on 02.05.2023 and the same meter was advanced upto “2051” KWH as recorded in July 2023 billing. Thereafter, no meter readings were advanced as the power supply remained disconnected from 28.08.2023 till the restoration of supply on 18.03.2024.
7. That, average bills were raised thereafter from Feb 2024 till Oct 24 billing, treating the current meter status as defective.
8. The Opposite Party was asked to submit the dump report of old meter, the last meter change protocol to ascertain the authenticity of meter reading recorded in old meter and the latest Physical Verification Report to confirm about status of existing meter along with other details.
9. As per the meter change protocol dt. 02.05.23, submitted by the Opposite Party, the FMR of the old meter SL No. WES44805 was “659309” KWH at the time of its replacement. It is also found from the Physical Verification Report dt. 29.11.24 that, meter bearing Sl No. “10033464” is present in the complainant premises with advanced meter reading of KWH “21273” recorded.
10. The Forum noticed that, the accumulated consumption recorded in old meter i.e “649009” units (derived from FMR “659309” KWH as on Apr 2023 & IMR “10300” KWH as on Feb 2018 in the meter Sl No. “WES44805”) for a period of 63 months with monthly evaluated units @ 10,302 units/month, appeared to be erratic, abnormal and unreasonable in comparison to connected load of CD 10HP. Again, the monthly average consumption recorded in existing meter (Sl No. 10033464) evaluated to be @1120 units/month for a period of 19 months, considering consumption period from the date/month of installation of the same meter (i.e from 02.05.2023) till 29.11.2024 (as per latest Physical Verification Report submitted). Hence, the monthly average consumption so evaluated against the old meter and the new meter are not symmetrical and found to be in large variance with each other. The crux of the case lies on why no quality check and no action was initiated by the Opposite Party and allowed to bill exceptionally in Apr 2023 amounting to Rs. 9,17,326.21/- in a single month. Moreover, if the current meter is in defective state, why no effective action was taken to replace the same and allowed the monthly billing to charge on average basis from Feb 2024 till Oct 2024 (Last Billing as per record). The latest Physical Verification Report submitted by the Opposite Party indicated that, the existing smart meter has been in working condition with advanced meter readings recorded. The Forum astounded to note that, even if a smart meter has been there in the premises (available since 02.05.2023) & meter readings were advanced, the Opposite Party allowed the monthly energy bills to continue on average basis, undermining the overall productivity of operations, exhibiting

negligence to this task. The Forum condemn such inaction and vouch to perform effectively and ensure seamless process to make it simple, transparent & consumer friendly and urge to take appropriate measures to combat the hindrances occurred. The lack of diligence in this case has resulted in harassment for such deceptive charges with widened hardship and unrighteous claims to the complainant.

Hence, the Forum on scrutinizing all the records, statements, construed that, there is no parity in average consumption recorded between the old and new existing meter and the average consumption so evaluated in old meter @10302 units/month is far beyond the accepted level as per contracted load. Therefore, the Opposite Party is required to revise the erratic bill charged upto and including two years prior to Apr 2023 on the basis of existing new meter average consumption so recorded.


### **ORDER**


*Considering the documents and statements submitted by both the parties and agreed upon at the time of hearing, the Forum hereby passes orders in consonance with regulations of the OERC Distribution (Conditions of Supply) Code 2019.*

- 1. The Opposite Party is directed to revise the energy bills charged to the complainant upto and including two years prior to Apr 2023, on the basis of actual monthly average consumption recorded in the existing meter Sl No. "10033464", considering IMR as on the date of installation of the same meter and FMR as KWH-"21273" as on 29.11.2024, duly adjusting the bill revision made earlier and/or, the benefit arising out of the OTS Scheme, if any.*
- 2. The Opposite Party is directed to serve the revised energy charges bill with revised due date within 30 days from the date of issue of this Order, duly considering the applicable tariff during the period, taking in to account the adjustments, if any, and adjusting the payments made by the complainant.*
- 3. The Complainant is directed to pay the revised billed amount so arrived, if any, within due date after receipt of the revised energy charges bill, to which the complainant is liable to pay.*

**The Opposite party is directed to submit the compliance report to this Forum within one month from the date of issue of this order.**

*Accordingly, the case is disposed of.*

  
(S. Tripathy)  
MEMBER  
Grievance Redressal Forum  
TPWODL, Bargarh-768028

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

Copy to:

1. Sri Adinarayan Raju, At-Bausenpali, Kuruan, Remunda, Dist-Bargarh, Mob-9938322781.
2. Sub-Divisional Officer (Elect.), Bargarh-II, TPWODL, with the direction to serve one copy of the order to the Complainant/Consumer.
3. Executive Engineer (Elect.), BED, TPWODL, Bargarh.
4. The Chief Legal-cum-Nodal Officer, TPWODL, Burla for information.

"If the complainant is aggrieved either by this order or due to non-implementation of the order of the Grievance Redressal Forum in time, he/she is at liberty to make 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 this order of the Grievance Redressal Forums."

This Order can be accessed at TPWODL Website, [Tpwesternodisha.com](http://Tpwesternodisha.com)-Customer Zone-Grievance Redressal Forum-BGH-(GRF Case No . BGH 125 of 2024)