

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

Ref: GRF/Bargarh/Div/BWED/ (Final Order)/ 108^H

Date: 06.08.2024

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

1	Case No.	BGH/70/2024			
2	Complainant/s	Name & Address		Consumer No	Contact No.
		Sanju Devi Agrawal At/Po-Laumunda, Bijepur Dist-Bargarh		5150-0104-0148	9685426726
3	Respondent/s	EE(Electrical), BWED, Bargarh , TPWODL		Division B.W.E.D, TPWODL, Bargarh	
4	Date of Application	14.05.2024			
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, Regulation 108 (vii), (viii), 110(i), (ii), (iii), 111 √			
		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	30.05.24 & 05.06.24			
9	Date of Order	06.08.2024			
10	Order in favour of	Complainant	Respondent	Others	√
11	Details of Compensation awarded, if any.	NIL			

Place of Hearing: Office of President, GRF, Bargarh, TPWODL.



Appeared

For the Complainant- Sanju Devi Agrawal
Represented by Deepak Kumar Agrawal

For the Respondent - EE (Elect.), BWED, Bargarh, TPWODL.
Represented by Jayanta Panigrahi, Dy. Manager (F&C), BWED, Bargarh

GRF Case No- BGH/70/2024

(1) Sanju Devi Agrawal
At/Po-Laumunda, Bijepur
Dist- Bargarh.
Consumer No.- 5150-0104-0148

COMPLAINANT

VRS

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

OPPOSITE PARTY

GIST OF THE CASE

The Complaint petition filed in the name of Smt. Sanju Devi Agrawal, At/PO-Laumunda, Bijepur, bearing Electrical consumer No. 5150-0104-0148, represented by Sri Deepak Kumar Agrawal, objected that the complainant has deposited Rs. 48929/- on the claim of the Licensee towards cost of the new Potential Transformer (PT), which was damaged as reported by the MRT, TPWODL, Bargarh and replaced on deposit of the same amount. Further, a new meter was installed, replacing the old defective meter during Jan 2024. But, again monthly meter rents were continued to charge even after payment of PT cost. The complainant submitted that, since the meter includes CTs & PTs & the reason of defect of PT is not attributed to her and also the replacement of defective old meter is due to technical reasons, the cost of replacement of PT as paid by the complainant is required to be refunded back to the consumer. The complainant argued that the cost of New PT installed along with the monthly meter rent being charged against the new meter installed by the Licensee should not be borne by the complainant, as the reason of such defect in PT and the old meter is not attributable to the complainant. In this context, the complainant submitted a copy of letter addressed to EE (Elect), BWED, Bargarh requesting for refund of Rs. 48,929/- paid towards the cost of the PT and the same complaint has not been addressed till date.

The complainant also submitted a copy of the letter no 3185, dt. 16.07.2013 of EE, BWED, Bargarh addressed to GM (Com), WESCO, regarding release of 11KV/110V 10/5A Metering cubicle, -/110V, -/5Amp HTTV meter & 200/5 Amp LTCT meter with TP box under deposit work, the cost of which amounting Rs. 60,310/- was paid by the complainant vide M.R No. A3 3394193, dt. 03.07.2013 during his initial period of supply. Further the complainant has submitted a copy of letter of EE, BWED, Bargarh vide letter no. 1248(4), dt. 22.11.2023 addressed to the complainant regarding estimate for replacement 11KV/110V Resin cast 3ph PT for cubicle. Hence, the complainant prayed before the Forum to direct the Opposite Party to refund the amount of Rs. 48,929/- paid towards the cost of the PT and requested not to charge meter rent in future bills & refund the amount already charged previously.

The case being admitted, notice was issued to both the parties to appear before the Forum on 30.05.2024, wherein the complainant remained absent on the date of hearing, whereas the Opposite Party namely Sri Jayanta Panigrahi, Dy. Manager(F&C), BWED, Bargarh, appeared before the Forum for hearing to the case. The case was rescheduled for hearing on 05.06.2024, on which date both the parties were present for hearing.


PRESIDENT

**Grievance Redressal Forum
TPWODL, Bargarh-768028**

SUBMISSION OF OPPOSITE PARTY

The Opposite party submitted the Ledger abstract of the complainant, copy of Inventory report of MRT, Bargarh dt. 01.02.2024 mentioning new PT details and the written submission to the case. In replay to this instant case, the Opposite Party submitted that, the complainant has been availing power supply under HT-Industrial (M) Supply Category with initial date of power supply effected on 27.10.2013. A new meter bearing Sl No. TWH20089 was installed in the complainant's premises on dt. 01.02.2024, replacing the old defective meter bearing Sl No. WSC39148. Meter rent is being claimed from the complainant against the new meter installed bearing Sl No. TWH20089.

OBSERVATION

The case is perused with all documents available on record and merit of the case. The complainant is an existing consumer of electricity under the operational area of TPWODL bearing Consumer No-5150-0104-0148 having CD-70 KW, under HT-Industrial (M) Supply Category, under ESO-II, Bijepur. As observed from the FG database (Licensee's Soft Record) the initial date of power supply to the complainant's premises was effected on 27.10.2013. The ledger abstract revealed that meter rent was charged to the complainant from Dec 2013 to Mar 2021 @ Rs.1,250/- per month and from Apr 21 to Jun 21 @ Rs. 1,000/- per month. No meter rent was charged from July 21 to Dec 23. Further, monthly meter rents @ Rs. 1,000/- is being charged from the month of Jan 24 billing to till date. Referring to the letter No. 3185, dt. 16.07.2013 of EE, BWED, Bargarh, which was submitted by the complainant, it was observed that the complainant has deposited the meter cost of Rs. 60,310/- during the initial period of power supply and hence, the meter was under the ownership of the complainant. But it is observed from the ledger abstract that, meter rent was claimed by the Opposite Party from Dec 2023 to Jun 2021 @ Rs. 1,250/@1,000 per month from time to time, which appeared to be erratic in nature. The contentions and averments made by the complainant claimed that, meter includes CTs,PTs and other metering accessories as cited in the Regulation framed by Hon'ble OERC and the Licensee should replace the damaged spare and bear the cost of new accessories , if the cause of defect is not attributed to the consumer and monthly meter rents should not be levied after the installation of new meter.

To have detailed insights into the case, the Opposite Party was asked to submit the following requirements for further clarification and necessary judgement.

1. Whether the Opposite Party had supplied the initial meter with metering accessories like CT & PT or the complainant consumer elected to do so. In this context, the copy of initial estimation framed indicating the details of metering costs before charging initial power supply to the complainant's premises and copy of proof of payment made by the complainant, if any, towards entire metering unit (including cubicle cost & meter cost) previously, clarifying the cost of entire metering unit finally borne by whom.
2. Required to clarify whether defect/damage of PT in particular is due to the reasons attributed to the Licensee or the reason of defect is attributed to consumers with proof of records, reports substantiating the facts.
3. Required to submit the date of installation of initial metering unit along with meter and the subsequent date of defect in "PT" detected.



4. Total no. of installments in which monthly meter rents were levied/recorded from the month of extending power supply and the total amount so charged towards meter rent (having meter Sl No. "WSC39148").
5. The reason of replacement of old meter No. "WSC39148", apart from installed "PT" remaining defective.
6. Whether Rs. 48,929/- was deposited by the complainant towards "PT" replacement estimate framed

However, the Opposite Party could not furnish the above relevant information to substantiate the case further, even after giving sufficient reasonable time to submit.

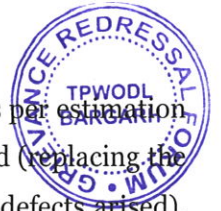
It was observed from the records that the PT as installed earlier, was later declared defective by the Opposite Party during 2023 and an estimate for replacement of the same was framed on 22.11.2023 with total estimated cost of Rs. 48,909/- (for replacement of 'PT' cubicle only) to which the complainant confirmed the payment made by him. The Opposite Party could not submit the reason of defect due to which the meter and the PT was rendered defective and replaced subsequently.

Referring to Reg.108(ii),108(iii)(a),(b) read with Reg 113(i),(ii) & (iii) of OERC Distribution (Conditions of Supply) Code,2019, it is pertinent to mention here that, in the event when the ownership of meter (including its accessories) lies with the Licensee, that were previously supplied, the damaged accessories of the metering unit would be replaced & borne by the Licensee, provided further that, the reason of such defect is not attributable to the consumer. Again, if the ownership of the meter lies with the consumer and if the Meter/Metering Unit become defective in service, the defective/damaged spare cost would be borne by the consumer. As observed from the Inventory report dt. 01.02.2024, the old defective PT of the complainant was replaced by a new PT and the Opposite Party has claimed the cost of new PT for replacing the damaged PT and charged the monthly meter rent for replacing the old meter bearing Sl No. "WSC39148" with a new meter Sl No. "TWH20089" installed on the same date (herein the new meter was supplied by the Opposite Party).

As imminent from the records it was revealed that the entire Metering Unit (indicating the CTs & PTs) were supplied/borne by the Complainant during the initial period of power supply effected during the year 2013 and after a lapse of ten years or so, the same old PT & the meter was rendered defective during the year 2023 and the responsibilities of removing the defects/ replacing the defective accessories lies with the complainant/consumer on being noticed by him/her or notified to him/her by the Opposite Party to remove the defects or , as the case may be, within a period not exceeding thirty working days.

Referring to the Regulations of OERC Distribution (Conditions of Supply) Code,2019, it is construed that, the meter includes CTs,PTs and all accessories of metering unit and recovery of meter rent is designed for the entire metering system and recoverable, that would hinge upon the ownership/supply of such meter.


In the aforementioned facts and submission made by the parties, the Forum is of the considered opinion that, since the complainant is the sole owner of the old meter including its accessories as he/she




has paid the full cost of the meter bearing SI No. "WSC39148" amounting Rs. 60,310/-, as per estimation, made by the Opposite Party during the initial period of supply, the cost of new PT installed (replacing the defective PT), is required to be borne by the complainant (responsible for removing the defects arised). Further, the monthly meter rents would not be levied in energy billing, if the complainant pays the remaining new meter cost after adjusting the meter rents already charged/ recovered against the new meter installed.

The Opposite Party is advised to ascertain the current meter cost, evaluate the remaining cost to be charged after adjusting the monthly meter rents already levied/recovered and inform the complainant accordingly, if the complainant desires to make such payment for waiver of meter rent on payment of such balance dues. If the complainant makes such balance meter cost payment, the Opposite Party would be required to make an arrangement in billing database to stop charging of such rent in future bills to generate.

Hence, the instant case is hereby dismissed.


06/VIII/24
(S. Tripathy)
MEMBER (Finance)
Grievance Redressal Forum
TPWODL, Bargarh-768028


06/08/24
(B.K. Singh)
PRESIDENT
Grievance Redressal Forum
TPWODL, Bargarh-768028

Copy to: -

1. Sanju Devi Agrawal, At/Po-Laumunda, Bijepur, Dist-Bargarh, Mob-9685426726.
2. Sub-Divisional Officer (Elect.), Sohela, TPWODL, with the direction to serve one copy of the order to the Complainant/Consumer.
3. Executive Engineer (Elect.), BWED, 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 on OERC website, www.oriarc.org under the "head "Cases->"GRF".