



## GRIEVANCE REDRESSAL FORUM, BOLANGIR

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Bench: Er. Sambit Kumar Nanda (President), Sri Prasanta Kumar Sahoo (Member (Finance))

Memo No.GRF/BGR/Order/ 348

Dated, the 20/05/2026

**Corum:** Er. Sambit Kumar Nanda  
Sri Prasanta Kumar Sahoo

- President  
- Member (Finance)

1	Case No.	Complaint Case No. BGR/190/2026		
2	Complainant/s	Name & Address Sri Rajendra Kumar Sharma, At-Rugudipada, Po/Dist-Bolangir	Consumer No 911001130012	Contact No. 9437030456
3	Respondent/s	Name EE, BED, TPWODL, Bolangir	Division Bolangir Electrical Division, TPWODL, Bolangir	
4	Date of Application	06.04.2026		
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			
7	OERC Regulation(s) with Clauses	1. OERC Distribution (Conditions of Supply) Code,2019; Clause(s) 2. OERC Distribution (Licensee's Standard of Performance) Regulations,2004; Clause 3. OERC Conduct of Business) Regulations,2004; Clause 4. Odisha Grid Code (OGC) Regulation,2006; Clause 5. OERC (Terms and Conditions for Determination of Tariff) Regulations,2004; Clause 6. Others		
8	Date(s) of Hearing	22.04.2026		
9	Date of Order	20.05.2026		
10	Order in favour of	Complainant	Respondent	Others
11	Details of Compensation awarded, if any.	Nil		

MEMBER (Fin.)

PRESIDENT

Place of Hearing: GRF, Bolangir

**Appeared:**

**For the Complainant** -Sri Rajendra Kumar Sharma  
**For the Respondent** -Sri Srikanta Satpathy, AM(F&C) (Authorised Representative)

**Complaint Case No. BGR/190/2026**

Sri Rajendra Kumar Sharma,  
At-Rugudipada, Po/Dist-Bolangir  
Con. No. 911001130012

**COMPLAINANT**

**-Versus-**

Executive Engineer,  
Bolangir Electrical Division,  
TPWODL, Bolangir

**OPPOSITE PARTY**

**ORDER**

**(Dt.20.05.2026)**

The consumer was appealed before the Forum vide his application dated 06<sup>th</sup> Apr. 2026 which has registered on Case no. 190 of 2026. He was disputed about the delay in termination of agreement, delay in refund of existing security deposit and claim of interest on security deposit as well as claim of penal interest against delay in refund of existing security deposit.

Accordingly, hearing date was fixed on 22<sup>nd</sup> Apr. 2026 and notice was served to both the parties to remain present on the date with relevant documents.

**HISTORY OF THE CASE**

The Complaint petition has filed by the consumer Shri Rajendra Kumar Sharma who is a LT-Dom. consumer availing a CD of 6 KW. He was disputed with his following grievances,

1. Delay in termination of power supply agreement by the licensee
2. Delay in preparation of final bill
3. Abnormal delay in refund of security deposit
4. Claim of penal interest against security deposit amount for abnormal delay in refund.

Before the hearing process started, the Forum observed that the OP was not served a copy of written version to the complainant which was specifically mentioned in the notice copy. The Forum directed the OP to serve a copy of written version instantly which is also acknowledged by the complainant. As the complainant received the written version on that date, the Forum was given an opportunity to the complainant whether he wants to adjourn the hearing date to some other date or the hearing will continue. The complainant was given his consent to continue the hearing process. Accordingly, the hearing was conducted in presence of both parties.

The case was heard in detail.

**PROCEEDING OF HEARING DATED : 22.04.2026**

**SUBMISSION OF COMPLAINANT DURING HEARING**

The complainant is a consumer under ESO-II Section of Bolangir Division. The consumer

  
**MEMBER (Fin.)**

  
**PRESIDENT**



represented that in spite of continuous follow-up followed by series of communications, the licensee was abnormally delayed for termination of agreement as well as delay in refund of security deposit. For such delay at the end of OP, he was forced to pay the energy charges for subsequent two years which is due to dereliction of duty of OP. The complainant represented for accrued interest on security deposit as well as penal interest as per Regulation of OERCD (CoS) Code 2004/2019.

**PREVIOUS COMPLAINS IF ANY :**

Series of communications made by the complainant to Executive Engineer, Balangir.

**SUBMISSION OF OPPOSITE PARTY DURING HEARING**

The OP appeared before the Forum with billing ledger and written version. On defence, he intimated that the consumer is a LT-Dom. consumer availing power supply since Dec-2000. The dispute raised by the complainant about delay in termination of agreement is not genuine. The consumer was applied for permanent disconnection of power supply as well as termination of agreement on 30<sup>th</sup> Oct. 2012. But, the consumer was availed power supply till Nov-2014. So, the notice given by the consumer for termination of agreement is not applicable in this case. Power supply to the consumer was disconnected during Nov.-2014 and the existing power supply agreement was terminated w.e.f. Dec-2014. But due to delay in receipt of documents about power supply disconnection with final meter reading, metering equipment details as well as devaluation note, the termination process was delayed. After receipt of required documents from MMG team on 09<sup>th</sup> Jun. 2023, the OP was terminated the agreement w.e.f. Dec-2014. Regarding refund of existing security deposit, the consumer was submitted the required documents on 19<sup>th</sup> Dec. 2023 for which the refund process was delayed. Finally, the existing security deposit along with accrued interest upto Mar.-2014 amounting to ₹ 7,280/- was refunded and credited to consumer bank account on 19<sup>th</sup> Dec. 2023. Hence, there is no delay in refund of security amount rather it is delay on the part of the consumer for submission of required documents in time. Secondly, interest on security deposit was allowed to the consumer, thereafter power supply to the consumer was disconnected. Hence, as the consumer was a permanently disconnected consumer, interest on security deposit cannot be allowed. So, the claim of consumer to allow interest on security deposit cannot be considered. Regarding claim of penal interest on security amount by the complainant, the claim is not based on facts as the licensee was refunded the security amount within timeline as allowed by Hon'ble OERC in OERC Conditions of Supply Code 2004 & 2019. However, the OP has forwarded the representation to Corporate office for further instruction vide letter dated 11<sup>th</sup> Mar. 2024 and subsequent reminder on 03<sup>rd</sup> Sep. 2025 and no further instruction has been received till date.

Considering this, the OP requested before the Forum to reject the petition of the complainant and to pass order as deemed fit.

**FINDINGS AND ANALYSIS OF THE FORUM**

The consumer is a LT-Dom. consumer with a CD of 6 KW. The consumer was availed power supply since 01<sup>st</sup> Dec. 2000. The grievances submitted by the complainants based on the followings,

1. Delay in disconnection of power supply as well as termination of power supply agreement for which the consumer was forced to pay the energy bill till Nov-2014.
2. Delay in refund of existing security deposit amount available with the licensee
3. Claim of interest on security deposit amount along with penal interest on security amount for the delay period.

  
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During the course of hearing, the OP represented that though the consumer was served two months' notice on 30<sup>th</sup> Oct. 2012 but the consumer was consumed electricity till Nov-2014. Hence, the notice given by the consumer for disconnection and termination of power supply agreement has no meaning as the consumer was availed power supply after Jan-2013 i.e. after two months of notice period. Finally, power supply to the consumer was disconnected in Nov-2014. Regarding interest on security deposit was allowed as per OERC Regulation and also refund was also done in line with OERC Regulation.

The Forum has gone through the details as well as arguments of both the parties. It is observed that the OP was not served a copy of written version to the complainant at the time of hearing where the Forum was directed to submit the version before three days of hearing. Hence, the Forum was asked the complainant whether he wants for another hearing date or to continue the hearing process. The complainant was requested to continue the hearing process.

1. The Forum observed that the consumer was served notice on 30<sup>th</sup> Oct. 2012 with two months notice period for disconnection of power supply as well as termination of agreement in line with Reg.-16 (3) of OERC (CoS) 2004. In this regard, Reg-16 (3) of OERC (CoS) 2004 is extracted below,

**Termination of Agreement**

***16. (3) Consumer may terminate the agreement after giving at least two months notice to the licensee only after completion of initial period of agreement. Provided that the notice shall be accompanied with a copy of payment of last bill.***

In the above case, the consumer was completed initial period of agreement and there was no bar for disconnection of power supply as well as termination of agreement. But, the licensee was not disconnected power supply and allowed the consumer to consume electricity after the notice period. On the same time, the consumer never approached before the licensee for disconnection of power supply after completion of notice period i.e. after 01<sup>st</sup> Jan. 2013. Also, it is found that the consumer was availed power supply till Nov-2014 with payment of monthly bill regularly. During the hearing process, the Forum asked the complainant about the reason of availing power supply from Jan.-2013 to Nov-2014 but the complainant could not give proper justification about that.

Hence, the Forum is of the opinion that though two months notice was given by the consumer but power supply was continued thereafter till Nov-2014 and no communication was made by the consumer, the notice served by the consumer on 30<sup>th</sup> Oct. 2012 is not applicable here. Hence, the consumer is liable to pay the energy bill as per prevailing tariff prescribed by Hon'ble OERC from time to time. But in the above case, the licensee should raise MMFC for next two months in line with Reg-16 (1) of OERC Conditions of Supply Code 2004 but the OP has not done this which is a violation of Regulation Code. Hence, the claim of consumer regarding billing from Jan.-2013 to Oct-2014 is not acceptable and he has to pay the monthly bill as per prevailing tariff order.

2. Regarding refund of security deposit, the Forum has analysed documents and submission of both the parties and observed that power supply to the consumer was disconnected during Nov-2014. Thereafter, no notice was served by both the parties for disconnection and termination of agreement. However, the licensee was terminated the power supply agreement w.e.f. Nov-2014 billing month and no bill was generated thereafter.

  
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It is responsibility of the licensee to dismantle and remove the lines from the consumer premises as per OERC Regulation. In this regard, Reg-16 (2) of OERC Conditions of Supply Code 2004 is self-explanatory. The abstract is,

**“Termination of Agreement**

***16. (2) : On termination of the agreement, the licensee shall be entitled to remove the service line and other installation for supply of power from the premises of the consumer. After permanent disconnection, if the consumer wishes to revive the connection, then it would be treated as a fresh application for connection and would be entertained only after all outstanding dues have been cleared.”***

But, in this regard the licensee has failed to initiate the removal process in time and they had initiated the process on 03<sup>rd</sup> Dec. 2022 i.e. after 8 years of agreement termination. Hence, it is a lapses at the end of licensee to perform the removal of lines and violation of Reg-16 (2) of OERC (COS) Code 2004. The consumer was also remaining silent from Jan.-2015 to 12<sup>th</sup> Sep. 2022. Thereafter, a series of correspondences made by the consumer with the licensee. All departmental formalities i.e. submission of original money receipt paid by the consumer towards security deposit was submitted by the consumer on 16<sup>th</sup> Nov. 2023. In this regard, Reg-22 of OERC Conditions of Supply Code 2004 is extracted below for reference,

**“22. Refund of Security Deposit after termination of the Agreement**

***The security deposit shall be returned to the consumer only after the termination of the agreement and after adjustment of outstanding dues, if any, within a period of one month from the date of termination. In case of non-refund of such security deposit during the aforesaid period, it shall carry interest at the rate of 15 % per annum from the effective date of termination of the agreement (without prejudice to other rights and remedies of the consumer) payable to the consumer. Before termination of the agreement, the licensee is entitled to adjust the whole or part of the security deposit towards arrears payable by the consumer. “***

The licensee was initiated the SD refund and credited to the consumer bank account on 19<sup>th</sup> Dec. 2023. Hence, the Forum feels that there is no delay in refund process as claimed by the complainant.

3. The consumer was claimed for accrued interest on security deposit and penal interest as per OERC Conditions of Supply Code 2004 & 2019.

**21. Interest on Security Deposit payable by the Licensee**

***(1) The Licensee shall pay interest on security deposit of the consumer, at the bank rate notified by Reserve Bank of India provided that the Commission may direct a higher rate of interest from time to time by notification in official Gazette.***

***(2) The interest accruing to the credit of the consumer shall be adjusted annually in the amounts outstanding from the consumer to the licensee as on 1<sup>st</sup> May of every year and the amounts becoming due from the consumer to the licensee immediately thereafter.***

***(3) The licensee shall duly show the amounts becoming due to consumer towards interest on the security deposit in the bills raised on the consumer.***

***(4) The Licensee shall pay interest at twice the rate specified under sub-clause (1) above for the delay in making the adjustments for interest on security deposit.***

In reference to Cl-21 (1), every consumer is eligible to get interest on SD as per bank rate. In this instant case, power supply to the consumer has been disconnected and terminated since Dec-2014. Hence, the complainant is no more a consumer from Dec-2014 onwards. So, the consumer

  
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is eligible to get interest on security deposit till that date. During the course of hearing, the authorised representative of OP submitted that the licensee was allowed interest of SD till Mar-2014.

Regarding applicability of penal interest for delay in refund of security deposit, CI-22 of OERC Conditions of Supply Code 2004 & CI-58 of OERC Conditions of Supply Code 2019 is self-explanatory. As narrated earlier, the departmental formalities was complied by the consumer on 16<sup>th</sup> Nov. 2023 and the licensee has refunded the security amount to his bank account on 19<sup>th</sup> Dec. 2023. Hence, the Forum feels that there is no delay of refund has observed. So, the claim of complainant is not based on facts.

In view of above facts and circumstances and after going through the documents submitted by both the parties, the Forum pronounces the following order as per regulations of the OERC Distribution (Conditions of Supply) Code 2019.

1. **The consumer is liable to pay the energy bill till Oct-2014 billing (served in Nov-2014) and MMFC for the month of Nov.-2014 & Dec-2014.**
2. **The claim of interest on security deposit till 19<sup>th</sup> Dec. 2023 claimed by the consumer is not based on facts. Hence, the complaint of the complainant is hereby rejected.**
3. **The OP has refunded the existing security deposit amount within timeline of OERC Regulation Code. Hence, claim of penal interest on existing security deposit is rejected.**

Case is disposed off accordingly.



  
**P.K.SAHOO**  
**MEMBER (Fin.)**

  
**S.K.NANDA**  
**PRESIDENT**

Copy to: -

1. Sri Rajendra Kumar Sharma, At-Rugudipada, Po/Dist-Bolangir-767001.
2. Executive Engineer, Bolangir Electrical Division, TPWODL, Bolangir.
3. DFM/ AFM/ JFM, Bolangir Electrical Division, TPWODL, Bolangir.
4. Superintending Engineer, Electrical Circle, TPWODL, Bolangir.
5. Chief Legal, Head Quarter Office, TPWODL, Burla.

The order is also available at TPWODL Web site : [tpwesternodisha.com](http://tpwesternodisha.com) → customer zone → Grievance Redressal Forum → BOLANGIR → (GRF CASE NO.)

**“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 within 30 days from the date of order of the Grievance Redressal Forums.”**