



GRIEVANCE REDRESSAL FORUM, BOLANGIR

(Infront of Children's Park),

BOLANGIR-767001, Tel./Fax:- (06652) 235741

E-mail: grfwesco.bgr@rediffmail.com/ Grf.bolangir@tpwesternodisha.com

Bench: Er. Kumuda Bandhu Sahu (President),

Sri Prasanta Kumar Sahoo (Member (Finance)), Sri Krupasindhu Padhee, (Co-Opted Member)

Memo No.GRF/BGR/Order/ 343^{CS}

Dated, the 30/04/2025

Corum:

Er. Kumuda Bandhu Sahu
Sri Prasanta Kumar Sahoo
Sri Krupasindhu Padhee

- President
- Member (Finance)
- Co-Opted Member

1	Case No.	Complaint Case No. BGR/226/2025																											
2	Complainant/s	Name & Address Sri Balaram Meher, At-Malpada, Railway Station Road, Near Jaga Pan Dukan, Po/Dist-Bolangir		Consumer No 911112170023	Contact No. 9937869091																								
3	Respondent/s	Name S.D.O (Elect.), No. 1, TPWODL, Bolangir		Division Bolangir Electrical Division, TPWODL, Bolangir																									
4	Date of Application	08.04.2025																											
5	In the matter of-	<table><tr><td>1. Agreement/Termination</td><td>2. Billing Disputes</td><td>√</td></tr><tr><td>3. Classification/Reclassification of Consumers</td><td>4. Contract Demand / Connected Load</td><td></td></tr><tr><td>5. Disconnection / Reconnection of Supply</td><td>6. Installation of Equipment & apparatus of Consumer</td><td></td></tr><tr><td>7. Interruptions</td><td>8. Metering</td><td></td></tr><tr><td>9. New Connection</td><td>10. Quality of Supply & GSOP</td><td></td></tr><tr><td>11. Security Deposit / Interest</td><td>12. Shifting of Service Connection & equipments</td><td></td></tr><tr><td>13. Transfer of Consumer Ownership</td><td>14. Voltage Fluctuations</td><td></td></tr><tr><td colspan="3">15. Others (Specify) –</td></tr></table>				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) –		
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6	Section(s) of Electricity Act, 2003 involved																												
7	OERC Regulation(s) with Clauses	<table><tr><td>1. OERC Distribution (Conditions of Supply) Code,2019; Clause(s)</td></tr><tr><td>2. OERC Distribution (Licensee's Standard of Performance) Regulations,2004; Clause</td></tr><tr><td>3. OERC Conduct of Business) Regulations,2004; Clause</td></tr><tr><td>4. Odisha Grid Code (OGC) Regulation,2006; Clause</td></tr><tr><td>5. OERC (Terms and Conditions for Determination of Tariff) Regulations,2004; Clause</td></tr><tr><td>6. Others</td></tr></table>				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																		
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8	Date(s) of Hearing	18.04.2025																											
9	Date of Order	30.04.2025																											
10	Order in favour of	Complainant	Respondent	√	Others																								
11	Details of Compensation awarded, if any.	Nil																											

CO-OPTED MEMBER

MEMBER (Fin.)

PRESIDENT

Place of Hearing: GRF, Bolangir

Appeared:

For the Complainant -Sri Balaram Meher
For the Respondent -Sri Swadhin Sahu, OAG-II (Auth. Representative)

Complaint Case No. BGR/226/2025

Sri Balaram Meher,
At-Malpada, Railway Station Road,
Near Jaga Pan Dukan,
Po/Dist-Bolangir
Con. No. 911112170023

COMPLAINANT

-Versus-

Sub-Divisional Officer,
Electrical Sub-Division, No. I,
TPWODL, Bolangir

OPPOSITE PARTY

ORDER

(Dt.30.04.2025)

During hearing on dt.18.04.2025 at Forum the Complainant Sri Balaram Meher appeared before the Forum in person whereas Sri Swadhin Sahu, OAG-II, Electrical Sub-Division, TPWODL, Kantabanji appeared as authorised representative of opposite party.

The Complainant bearing consumer no. 911112170023 in his written petition dt.08.04.2025 disputed the arrear dues and thus requested the Forum for redressal of his grievance and reduce the same by way of a suitable bill revision.

The opposite party on the other hand submitted a billing statement concerning to the period from March'2018 to March'2025 along with a bill revision statement and further enclosed with a written version. The written version thus reveals that the sundry charges of Rs.25230.20 is an outcome of a bill revision from August'2021 to July'2023 (two years) on the basis of an average consumption of subsequent six months of the new meter with Sl. No. TWSP51025876. The previous meter Sl. No.785383 is said to have been defective during the period from April'2018 to July'2023 (about 05 years). He further stated that this has been done in compliance with the statutory norms of regulation under rule 155 of OERC Distribution (Conditions of Supply) Code 2019. Hence, the claim of the Complainant is not genuine.

The Forum after close scrutiny of all the relevant records and the version of the opposite party observed that;

1. This is a complaint arising out of an upward assessment concerning to the period from August'2021 to July'2023. The billing is done on upward basis as per rule 155 of the regulation which reveals that the meter defective period is to be revised after obtaining 06 (six) months average consumption of the new meter.
2. But the opposite party appears to have misled the Forum by implementing a part of the regulation and ignoring or concealing the another part of regulation i.e. Cl-108 (meter chapter) which speaks that a defective meter is to be replaced within 30 days from its detection. The Forum fails to understand why the meter was not replaced within the

CO-OPTED MEMBER

MEMBER (Fin.)

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PRESIDENT

schedule period as stated in regulation which attracts rule 108 clause II, III & VI (of meter chapter) having provision of financial relief to the Complainant towards delay in replacement of defective meter.

3. Thus, the opposite party prima-facie appears to have misled the Forum by referring to the rule 155 of the regulation in other hand ignoring / concealing rule 105 clause VI of the same regulation.
 4. The opposite party has failed to discharge his duty and responsibility in connection with replacement of defective meter with the prescribed period of 30 days which attributes to his deficiency in service with a provision for financial relief to the consumer.
 5. The discrimination in executing the rules of regulation appears to be unfair.
- Keeping the above facts in view the Forum passes the order as follows;
1. The complaint of the Complainant is hereby rejected and he is directed to clear dues as raised under rule 155 of the regulation and the opposite party is directed to allow suitable instalments.
 2. The opposite party needs to be careful and cautious while complying to the rule of the regulation uniformly in future.

Case is disposed off accordingly.



K.S.PADHEE
CO-OPTED MEMBER

P.K.SAHOO
MEMBER (Fin.)

K.B.SAHU
PRESIDENT

Copy to: -

1. Sri Balaram Meher, At-Malpada, Railway Station Road, Near Jaga Pan Dukan, Po/Dist-Bolangir-767001.
2. Sub-Divisional Officer, Electrical Sub-Division, No. I, 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 → 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."