



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/ 317⁵

Dated, the 22/04/2025

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/245/2025																											
2	Complainant/s	Name & Address Sri Prasanta Kumar Pati, For Sri Kapila Pati, At-Sudpada, Po/Dist-Bolangir		Consumer No 911124040320	Contact No. 9078582365																								
3	Respondent/s	Name S.D.O (Elect.), No. I, TPWODL, Bolangir		Division Bolangir Electrical Division, TPWODL, Bolangir																									
4	Date of Application	17.04.2025																											
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) 155, 157</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) 155, 157	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	17.04.2025																											
9	Date of Order	23.04.2025																											
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: Camp Court at Bolangir Town

Appeared:

For the Complainant

–Sri Prasanta Kumar Pati

For the Respondent

–Sri Swadhin Sahu, OAG-II (Representative)

Complaint Case No. BGR/245/2025

Sri Prasanta Kumar Pati,
For Sri Kapila Pati,
At-Sudpada, Po/Dist-Bolangir
Con. No. 911124040320

COMPLAINANT

-Versus-

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

OPPOSITE PARTY

ORDER

(Dt.23.04.2025)

During Camp Court hearing at ESO-IV office on 17th Apr. 2025, the representative of the consumer Shri Prasanta Kumar Pati was present & Shri Swadhin Sahu, OAG-II (Authorised representative of SDO-I, Balangir) was present as opposite party.

HISTORY OF THE CASE

The Complaint petition filed by the representative of the consumer Shri Prasanta Kumar Pati who is a LT-Dom. consumer availing a CD of 1.84 KW. He has disputed about the additional bill of ₹ 61,881.53p raised in the bill of Jan.-2025 and requested for bill revision. The complainant needs suitable bill revision for the said period.

The case was heard in detail.

PROCEEDING OF HEARING DATED : 17.04.2025

SUBMISSION OF COMPLAINANT DURING HEARING

The complainant is a consumer under ESO-IV section of Balangir-I Sub-division. The complainant represented that an additional bill of ₹ 61,881.53p has been debited in the bill of Jan.-2025 illegally which needs to be withdrawn and requested before the Forum for revision of bill.

SUBMISSION OF OPPOSITE PARTY DURING HEARING

The OP appeared before the Forum with relevant records. On defence, he intimated that the consumer is a LT-Domestic consumer availing power supply since Mar.-2002. The billing dispute raised by the complainant for the additional bill of ₹ 61,881.53p has been raised in Jan.-2025 bill in obedience to CI-155 of OERC Dist. (Conditions of Supply) Code 2019 which is liable to pay by the consumer. The reason of additional bill due to average billing made from Jan-2019 to Jun-2023. On 04th Jul. 2023, the defective meter has been replaced with a new meter having meter no. 300092406. After meter replacement, the monthly bills have generated on actual basis. The additional bill of ₹ 61,881.53p has been raised based on the consumption pattern of succeeding six

CO-OPTED MEMBER

MEMBER (Fin.)

PRESIDENT

months and assessed for the meter defective period restricted to preceding two year i.e. from Jul-2021 to Jun-2023.

Based on the above, the OP requested before the Forum to reject the complaint of complainant and pass order as deemed fit.

Hearing concluded.


CO-OPTED MEMBER


MEMBER (Fin.)


PRESIDENT

FINDINGS AND ANALYSIS

The consumer is a LT-Dom. consumer with a CD of 1.84 KW. The consumer has availed power supply since 24th Mar. 2002 and total outstanding upto Mar.-2025 is ₹ 74,369.13p. As complained by the complainant and submission of OP, it is observed by the Forum that,

1. As represented by the consumer, an additional bill of ₹ 61,881.53p has been added in the bill of Jan.-2025 which needs to be withdrawn.


The OP submitted by OP with relevant record that, the energy meter installed in the premises was gone defective w.e.f. Jan.-2019 and continued with same status till Jun.-2023 billing. The OP has replaced the defective meter with a new meter on 04th Jul. 2023 with meter no. 300092406 and has been reflected in the bill. Thereafter, the monthly energy bill has been raised on actual meter reading basis. The dispute has raised for imposition of additional bill of ₹ 61,881.53p due to delay replacement of meter by the OP. Off-late, the OP has replaced the meter after four years of meter defective, it is advised the OP to be more pro-active for replacement of defective meter within standard time as prescribed by Hon'ble OERC. In the instant case, the OP has exercised CI-155 of OERC Dist. (Conditions of Supply) Code 2019 and limited the upward assessment period to two year.

2. The complainant has not paid the monthly bill regularly for which the total has been accumulated to ₹ 74,369.13p upto Mar.-2025.

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.

The additional bill of ₹ 61,881.53p has been raised by the opposite party is in obedience to CI-155 of OERC Dist. (Conditions of Supply) Code, 2019 and the complainant is liable to pay the same. Hence, the complaint of the complainant is hereby rejected. The Forum advised the OP to allow suitable installment on the additional bill to the complainant if the complainant desires and the complainant has to adhere the same.

Case is disposed off accordingly.


P.K. SAHOO
MEMBER (Fin.)


K.B. SAHU
PRESIDENT

DIFFERENCE IN OPINION BY CO-OPTED MEMBER

I do differ with the order. On analysis it is noticed that rule 155 of the regulation has been followed where a meter when found to be defective, a new meter is to be replaced within a period of 30 days as per rule 108 of the same regulation and the defective period is to be revised after obtaining monthly average consumption of the subsequent six months of the new meter. But surprisingly it is found that rule 108 of the regulation appears to have been ignored where the other part of the regulation i.e. rule 155 is given effect to and an upward billing is evolved there from.

Since it becomes the duty and responsibility of the opposite party to replace the defective meter within a period of 30 days non-adherence to this speaks of the deficiency in service of the opposite party with concealment of the regulation which appears to be an unfair one.

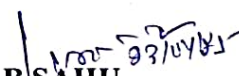
Therefore, since proper justice to the consumer does not appear to have been ensured on non-replacement of defective meter within the scheduled period I do differ with the order.




K.S.PADHEE
CO-OPTED MEMBER

CONCLUSION BY PRESIDENT

In view of opinions of majority of Members, opposite party's stands on additional bill held good and complaint is rejected.


K.B.SAHU
PRESIDENT

Copy to: -

1. Sri Prasanta Kumar Pati, At-Sudpada, Po/Dist-Bolangir-767001.
2. Sub-Divisional Officer, Electrical Sub-Division, TPWODL, Loisingha.
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:Bhojnagar, Bhubaneswar-751022 within 30 days from the date of order of the Grievance Redressal Forums."