



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/ 484(5)

Dated, the 30/06/2025

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/304/2025																											
2	Complainant/s	Name & Address		Consumer No	Contact No.																								
		Sri Gobinda Chandra Behera, At-Radharanipada, Near Govt. Press, Po/Dist-Bolangir		911124130057	9337015490																								
3	Respondent/s	Name S.D.O (Elect.), No. I, TPWODL, Bolangir		Division Bolangir Electrical Division, TPWODL, Bolangir																									
4	Date of Application	04.06.2025																											
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	19.06.2025																											
9	Date of Order	30.06.2025																											
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
For the Respondent

-Sri Gobinda Chandra Behera
-Sri Swadhin Sahu, OAG-II (Auth. Representative)

Complaint Case No. BGR/304/2025

Sri Gobinda Chandra Behera,
At-Radharanipada,
Near Govt. Press,
Po/Dist-Bolangir
Con. No. 911124130057

COMPLAINANT

-Versus-

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

OPPOSITE PARTY

ORDER

(Dt.30.06.2025)

During hearing on dt.19.06.2025 the Complainant Sri Gobinda Chandra Behera appeared before the Forum in person whereas Sri Swadhin Sahu, OAG-II, Electrical Sub-Division, No. I, TPWODL, Bolangir appeared as authorised representative of opposite party.

The Complainant bearing consumer no. 9111 2413 0057 and resident of Radharanipada, Bolangir in his written petition dt.31.05.2025 stated that;

1. He is a regular consumer having promptly clearing the monthly electricity dues of the department.
2. The meter affixed in his residential premises was burnt on dt.29.03.2024.
3. An abrupt bill for Rs.17663.65 was illegally imposed to him further having threatened him for disconnection.
4. He seeks relief from such regular harassment to him which he requests to be restrained, the bill so raised to be exempted.
5. He also, as an interim relief prays for non-disconnection of power supply till its final conclusion by the Forum.
6. He also submitted a copy of the grievance petition given to the opposite party in this regard on dt.23.04.2025 having being duly acknowledged by the concerned authority.

The opposite party on the other hand submitted a billing abstract concerning to the period from March'2007 to April'2025, along with a written version dt.18.06.2025 which reveals that;

1. An additional bill for Rs.17632.93ps has been claimed against the consumer on a bill revision concerning to the period from October'2021 to September'2023 on the basis of average consumption of subsequent six months of the new meter so installed in the premises on dt.05.10.2023.
2. The old meter was found defective during the period from September'2017 to June'2023 and the additional bill has been raised in line with statutory norms of clause 155 of the OERC Distribution (Conditions of Supply) Code 2019.

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MEMBER (Fin.)

PRESIDENT



3. He also affirmed that the claim of the additional bill for Rs.17632.93ps is genuine and in order as per OERC Distribution (Conditions of Supply) Code 2019.

He however requested the Forum to do the needful as deemed fit in this regard.

The Forum after scrutiny of all the documents so placed before it by both the parties observed that this is a prima facie a case of upward billing assessment. The consumer is a LT/ domestic consumer with a CD of 1.00 KW with an arrear outstanding of Rs.21541.58ps by month ending April'2025. As represented by the consumer an additional bill for Rs.17632.93ps has been added in the bill for February'2025 which needs to be withdrawn. The opposite party submitted with all relevant records stating that the old meter was found defective from September'2017 and continued with the same status till June'2023. It was replaced by a new one on dt.05.10.2023 with Sl. No. TWSP51051157 and actual bills were issued thereafter on meter reading basis.

The dispute has actually arisen on late replacement of meter which has resulted for imposition of an additional bill of Rs.17632.93 as per clause 155 of the OERC Distribution (Conditions of Supply) Code 2019. It speaks that;

Billing with defective meter

As per Regulation 155 of OERC Distribution (Conditions of Supply) Code 2019;

"For the period the meter remains defected or was lost the billing shall be done on the basis of average meter reading of past three billing cycle immediately preceding the meter being found/ reported defective. These provisional charges shall be leviable for a maximum period of three months during which time licensee/ supplier/ consumer is expected to have replaced the defective meter. The provisional bill shall be revised as per the average of six consecutive billing after a new meter is installed. In no case the previous bill can be revised for more than 02 (two) years prior to installation of new meter".

In this case the bill for the period upto maximum of two years i.e. from October'2021 to September'2023 has been revised after obtaining the monthly average consumption of subsequent six months of the new meter (October'2023 to March'2024) so replaced during October'2023 as per clause 155 of OERC Distribution (Conditions of supply) Code 2019.

But as a part of the regulation it is also noticed that defective meter has not been replaced within the prescribed period of maximum 03 (three) billing cycles. It has not been adhered to by the opposite party and thus forms a gross negligence on his part. Such an occurrence has been arisen as the opposite party has basically failed to replace the defective meter which rather continued for a prolong period of about 06 (six) years. Thus this not only violates the regulation partially but also attracts payment of compensation to the consumer on default. Here there is a dismal failure in discharging the duty under Schedule-III of Guranted Standard of Performance of the Distribution (Conditions of Supply) Code 2019 by the opposite party, which has seriously been taken into view by the Forum. The regulation needs to be seriously be followed aparingly in similar cases.

In view of the above facts and circumstances, and after close scrutiny of all relevant records placed by both the parties before the Forum, it pass the order as per OERC Distribution (Conditions of Supply) Code 2019 that;

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The additional bill for Rs.17632.93ps has been raised by the opposite party in the bill for February'2025 is in obedience to the clause 155 of OERC Distribution (Conditions of Supply) Code 2019 and the Complainant is liable to pay the same.

Hence, the complaint of the Complainant is hereby rejected. However, the Forum advised the opposite party to allow suitable instalment on the additional bill to the Complainant if duly applied by him.

Case is disposed off accordingly.



K.S.PADHEE
CO-OPTED MEMBER

P.K.SAHOO
MEMBER (Fin.)

K.B.SAHU
PRESIDENT

Copy to: -

1. Sri Gobinda Chandra Behera, At-Radharanipada, Near Govt. Press, 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."