



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/ 160

Dated, the 28/02/2025

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/52/2025																											
2	Complainant/s	Name & Address		Consumer No	Contact No.																								
		Sri Debakinandan Mishra, For President, PNP Telenda-III, At-Telenda, Po-Panchmahala, Via-B.M.Pur, Dist-Sonepur		915001060745	9437707406																								
3	Respondent/s	Name EE, SED, TPWODL, Sonepur		Division Sonepur Electrical Division, TPWODL, Sonepur																									
4	Date of Application	27.01.2025																											
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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6. Others																													
8	Date(s) of Hearing	05.02.2025	20.02.2025																										
9	Date of Order	28.02.2025																											
10	Order in favour of	Complainant	Respondent	✓	Others																								
11	Details of Compensation awarded, if any.	Nil																											

CO-OPTED MEMBER

MEMBER (Pin.)

PRESIDENT

Place of Hearing: GRF, Bolangir



Appeared:

For the Complainant
For the Respondent

–Sri Debakinandan Mishra (On dt.05.02.2025 & dt.20.02.2025)
–Sri Bibekananda Dikshit, S.D.O (Elect.), Sonapur
(Authorised Representative) (On dt.20.02.2025)

Complaint Case No. BGR/52/2025

Sri Dbakinandan Mishra,
For President, PNP Telenda-III,
At-Telenda, Po-Panchmahala,
Via-B.M.Pur, Dist-Sonepur
Con. No. 915001060745

-

COMPLAINANT

-Versus-

Executive Engineer,
Sonapur Electrical Division,
TPWODL, Sonapur

-

OPPOSITE PARTY

ORDER
(Dt.28.02.2025)

The complainant has filed a complaint on 25th Jan. 2025 which was registered as Case no. 52/2025. Accordingly hearing date was fixed on 05th Feb. 2025 at 10.30 AM. Notice was issued to both the parties alongwith WA message & e-mail to remain present on the said date.

HISTORY OF THE CASE

The Complainant was a LT-Lift Irr. consumer with a CD of 9.5 KW under Ullunda section of B M Pur Sub-division under LT-Irrigation, Pumping & Agriculture category in the name of President, Telenda-III Pani Panchayat. The consumer has availed power supply on 01st Nov. 2010. From the date of power supply, the consumer was billed with “PROVISIONAL” basis and continued upto Jun.-2015. The arrear outstanding upto Jun-2015 is ₹ 1,32,325.30p. The consumer has not taken any step for reconnection of power supply due to which the licensee has terminated the power supply agreement and adjusted the available security deposit of ₹ 2,477/- On 31st Dec. 2021 against the arrear outstanding.

The consumer has applied before the licensee for reconnection of power supply alongwith the letter of Executive Engineer, LI Division, Subarnapur vide his letter no. 68, dated 21st Jan. 2025 where the concerned authority certified that the transformer has been burnt since Aug-2011. But the licensee has not considered the said letter of EE, LI division, Subarnapur and advised him to clear the outstanding dues before availing power supply and observing departmental formalities. Being aggrieved with the aforesaid decision of the licensee, the consumer has filed representation before the Forum.

PROCEEDING OF HEARING DATED : 05.02.2025

Appeared:

For the Complainant
For the Respondent

–Sri Debakinandan Mishra
– **ABSENT**


CO-OPTED MEMBER


MEMBER (Fin.)

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PRESIDENT

The complainant was present but nobody from the OP side was present. At 11.41 am, the OP requested for time petition in regard to this case.

Hence, the Forum fixed a next date of hearing on 20th Feb. 2025. Accordingly, notice was issued to both the parties alongwith WA message & e-mail to remain present on the said date at 10.30 AM.

PROCEEDING OF HEARING DATED : 20.02.2025

Appeared:

For the Complainant	–Sri Debakinandan Mishra
For the Respondent	–Sri Bibekananda Dikshit, S.D.O (Elect.), Sonapur (Authorised Representative)

SUBMISSION OF COMPLAINANT DURING HEARING

The complainant has reiterated the issues mentioned in the complaint letter.

SUBMISSION OF OPPOSITE PARTY DURING HEARING

The authorized representative of OP appeared before the Forum with written version of OP. The OP submitted that the consumer has availed power supply on 01st Nov. 2010. The consumer was billed on provisional basis from 01.11.2010 to Jun-2015 and arrear outstanding upto Jun-2015 is ₹ 1,32,325.30p. Power supply to the consumer cannot be reconnected as the said connection has been disconnected for more than two years. Based on the consumer request for power supply at the same point, the consumer had to close the old account with full and final payment and consumer has agreed to pay the old dues to avail a new connection. As per consumer requirement, another new connection has been generated with security deposit and other charges has been deposited by the consumer.

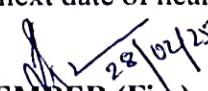
Considering the above, the OP requested before the Forum to reject the petition of the petitioner and pass order as deemed fit.

FINDINGS AND ANALYSIS OF THE FORUM

The complainant has availed power supply under LT-Irrigation Pumping & Agriculture category tariff for a CD of 9.5 KW. The consumer has availed power supply since 01st Nov. 2010 through meter no. WESC13128. From the initial date of power supply, the consumer was billed on "PROVISIONAL" basis till Jun-2015. The arrear outstanding upto Jun-2015 was ₹ 1,32,325.30p, thereafter no bill has been generated. On 31st Dec. 2021, the licensee has terminated the power supply agreement and adjusted the existing SD of ₹ 2,477/-. On 03rd Dec. 2024, the consumer represented before GRF for waiver of electricity bill so that they will operate the LI point. In response to that, the Forum advised vide letter no. 1099, dated 07th Dec. 2024 to follow the CHP (Complaint Handling Procedure) with a copy to Executive Engineer, Sonapur Electrical Division. In response to that, the complainant appealed before the OP. As advised by OP, he has made payment of ₹ 1,14,278/- on 24th Jan. 2025 out of total arrear outstanding of ₹ 1,32,325.30p leaving ₹ 18,047.30p. Thereafter, the complainant appealed before GRF for redressal of his grievances which was registered as Case no. 52/2025.

On the 1st hearing date i.e. 05th Feb. 2025, the complainant was present but nobody from OP was present. After telephonic enquiry by the Forum, the OP requested through e-mail at 11.41 am on the same date for some other date as he is in leave till 07th Feb. 2025. Considering the time petition of OP, the case was adjourned to the next date of hearing to 20th Feb. 2025. Accordingly,


CO-OPTED MEMBER


MEMBER (Firt.)


PRESIDENT

Notice was issued on 11th Feb. 2025 for hearing of the said case on 20th Feb. 2025 at 10.30 AM. The OP appeared before the Forum through his authorized representative Shri Bibekananda Dikshit, SDO-Sonepur alongwith written version.

The Forum allowed and started the hearing process.

During the process of hearing, the authorized representative of OP submitted that the consumer has agreed with the arrear outstanding and paid ₹ 1,14,278/- on 24th Jan. 2025. As the existing agreement was terminated w.e.f. Jul-2015, the consumer has applied for a new connection at the same point after deposit of security amount and observing TPWODL guidelines. The complainant submitted that the OP had assured to revise the bill after payment of arrear outstanding so that power supply can be restored and to save the crop, they have to deposit the arrear amount of ₹ 1,14,278/- out of ₹ 1,32,325.30p. Also, the complainant stated that the OP has not considered the letter of Executive Engineer, Lift Irrigation Division dated 21st Jan. 2025 where they have certified that the transformer to the L.I. point was defunct since Aug-2011, hence they are not liable to pay any bill from Aug-2011.

The Forum analysed the matter with available documents. The following points were observed,

- A) The consumer has availed power supply from 01st Nov. 2010 with an initial period of agreement valid for five years. Accordingly, the agreement was valid till Oct-2015. Under which circumstances, the OP has terminated the agreement in Jun-2015 prematurely. The authorised representative of OP was unable to submit any reply in this regard.

The Forum is of the opinion that billing must be continued till Oct-2015 where the licensee has failed to do so.

- B) As per OERC Regulation, power supply to the consumer must be released through meter, but in this case the meter was there but bills were raised on "PROVISIONAL" basis till Jun-2015.

The Forum is of the opinion that in obedience to OERC Code, billing must be done through meter reading as meter existing from the date of power supply.

- C) As per written version of OP, the consumer has paid ₹ 1,14,278/- on 24th Jan. 2025 on full and final settlement of arrear outstanding but as per database it is found that the arrear outstanding as on Jun-2015 is ₹ 1,32,325.30p. Accordingly, there is an outstanding arrear of ₹ 18,047.30p against the consumer. But it is seen that no bill revision was done till date. Also, new power supply was given on the said point when there is an arrear outstanding. The OP could not give any clarification on this point.

The Forum is surprised to see that how a new power supply has been released when there is an arrear outstanding which is in violation of OERC Regulation.

- D) The available security deposit of ₹ 2,477/- was adjusted on 31st Dec. 2021 and the said connection was terminated but that security amount was not adjusted against arrear outstanding.



CO-OPTED MEMBER

MEMBER (Fin.)

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PRESIDENT

- E) As stated by OP in written version that the consumer was agreed with the full and final settlement and paid the arrear amount of ₹ 1,14,278/- on 24th Jan. 2025 but failed to produce any documentary evidence executed between both the parties. Also, the complainant was unable to produce any documentary evidence regarding amicable settlement between both the parties.

Hence, the forum is of the opinion that the amicable settlement (if done) is not tenable in the Court of law.



- F) As submitted by the complainant regarding letter of Executive Engineer, Lift Irrigation Division dated 21st Jan. 2025 vide ref. no. 68, the OP remains silent in this regard in their written version.

The Forum is of the opinion that when the licensee remains silent against the letter of EE, LI division, it is presumed that the OP is nothing to say rather overlooked in this regard and the certification contained in the body of the letter is based on the facts.

In the meanwhile, the complainant has intimated vide ref. no. nil, dated nil to GRF through Executive Engineer, Sonepur Electrical Division that they have settled the matter with OP amicably and requested to drop the present case. The letter of the complainant has been forwarded by EE-Sonepur Electrical Division vide letter no. 153, dated 28th Feb. 2025 which has been taken into record.

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.

As the complainant wants to withdraw the present complaint, the Forum considered this and allowed the same. Accordingly, the case is dropped.

Case is disposed off accordingly.


K.S. PADHEE
CO-OPTED MEMBER


P.K. SAHOO
MEMBER (Fin.)


K.B. SAHU
PRESIDENT

Copy to: -

1. Sri Debakinandan Mishra, At-Telenda, Po-Panchmahala, Via-B.M.Pur, Dist-Sonepur.
2. Executive Engineer, Sonepur Electrical Division, TPWODL, Sonepur.
3. DFM/ AFM/ JFM, Sonepur Electrical Division, TPWODL, Sonepur.
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."