



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/ 1029

Dated, the 30/10/2024

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/634/2024																			
2	Complainant/s	Name & Address Sri Tushar Kanta Meher, S/o-Sri Upendra Kumar Meher, At-Gokuldham, Po/Dist-Bolangir		Consumer No Intending Consumer	Contact No. 9937944041																
3	Respondent/s	Name EE, SED, TPWODL, Sonepur		Division Sonepur Electrical Division, TPWODL, Sonepur																	
4	Date of Application	19.09.2024																			
5	In the matter of-	<table><tr><td>1. Agreement/Termination</td><td>2. Billing Disputes</td></tr><tr><td>3. Classification/Reclassification of Consumers</td><td>4. Contract Demand / Connected Load</td></tr><tr><td>5. Disconnection / Reconnection of Supply</td><td>6. Installation of Equipment & apparatus of Consumer</td></tr><tr><td>7. Interruptions</td><td>8. Metering</td></tr><tr><td>9. New Connection</td><td>10. Quality of Supply & GSOP</td></tr><tr><td>11. Security Deposit / Interest</td><td>12. Shifting of Service Connection & equipments</td></tr><tr><td>13. Transfer of Consumer Ownership</td><td>14. Voltage Fluctuations</td></tr><tr><td colspan="2">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) 48, 86</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) 48, 86	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	29.09.2024	18.10.2024																		
9	Date of Order	30.10.2024																			
10	Order in favour of	Complainant	<input checked="" type="checkbox"/>	Respondent	Others																
11	Details of Compensation awarded, if any.	Nil																			

CO-OPTED MEMBER

MEMBER (Fin.)

PRESIDENT

Place of Hearing: GRF, Bolangir

Appeared: (On dt.26.09.2024 & dt.18.10.2024)

For the Complainant – Sri Tushar Kanta Meher

For the Respondent – ABSENT

Complaint Case No. BGR/634/2024

Sri Tushar Kanta Meher,
S/o-Sri Upendra Kumar Meher,
At-Gokuldham,
Po/Dist-Bolangir
Con. No. Intending Consumer

COMPLAINANT

-Versus-

Executive Engineer,
Sonepur Electrical Division,
TPWODL, Sonepur

OPPOSITE PARTY



ORDER
(Dt.30.10.2024)

The complainant has filed a complaint on 19th Sep. 2024 which was registered as Case no. 634/2024. Accordingly hearing date was fixed on 26th Sep.2024. 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 has applied for a CD of 18 KW under HT-GPS category in the name of Principal, Dhabaleswar ITI. Accordingly, permission was issued by OP on 28th Nov. 2013 vide ref. no. 2658. As per permission letter, the complainant has deposited required deposit amount of Rs.81,071/- (Rupees Eighty One Thousand Seventy One only) (₹ 54,094/- towards security deposit & Rs.26,977/- towards supervision charges). Due to some reason, the project was not executed by the complainant for which he requested before OP vide letter dated 27th Dec. 2023 & 03rd Jun. 2024 for refund of the above-stated amount of ₹ 81,071/-. But the OP was not taken any step for which the complainant knocked the door of the Forum.

PROCEEDING OF HEARING DATED: 26.09.2024

The complainant was present but nobody from the OP side was present nor submitted any time petition in regard to this case.

Hence, the Forum fixed a next date of hearing on 18th Oct. 2024. Accordingly, notice was issued to both the parties alongwith WA message & e-mail to remain present on the said date.

PROCEEDING OF HEARING DATED: 18.10.2024

The complainant was present but as like previous hearing date nobody from the OP was present nor submitted any document. This sort of attitude by the OP towards the Forum shows

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MEMBER (Fin.)

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PRESIDENT

callousness of their duties & responsibilities. The Forum has taken this as a **SERIOUS MATTER** and advised the higher management to intervene in this regard.

Such type of inactiveness of the OP is not tolerable as all members realized and construed that the OP is nothing to say in this regard and the matter will be decided ex-parte and as per available documents.

SUBMISSION OF COMPLAINANT DURING HEARING

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

PREVIOUS COMPLAINS IF ANY :

Letter dated 27.12.2023 & 03.06.2024 addressed to Executive Engineer, Sonapur Electrical Division, Sonapur.

FINDINGS AND ANALYSIS OF THE FORUM

The complainant was applied for availing power supply under HT-GP tariff for a CD of 18 KW. Necessary power supply permission was issued on 28th Nov. 2013 vide ref. no. 2658. The complainant was deposited required fees of ₹ 26,977/- towards 6% supervision charges and ₹ 54,094/- towards security deposit totalling of ₹ 81,071/- vide MR no. A3/6737087, dated 03.12.2013. As per letter of complainant dated 27th Dec. 2013, the complainant was executed agreement with the licensee for availing a CD of 18 KW under LT-GPS tariff. But due to some personal reason of the complainant, he was not availed power supply and requested before the OP on 27th Dec. 2023 & 03rd Jun. 2024 to refund of above-stated deposited amount of ₹ 81,071/-.

From the letter of the complainant dated 27th Dec. 2023, it is understood that the consumer was executed necessary agreement with the licensee after completion of all technical works followed by supervision by the licensee. Thereafter, they have not availed power supply due to their own issues. Regarding refund of deposited amount as claimed by the complainant, CI-49 (vi) of OERC Distribution (Conditions of Supply) Code 2019 is self-explanatory. The extract is,

“If the applicant execute an agreement as per Regulation 48 and not availed the power supply within the stipulated period (Regulation 86), the agreement of the licensee/supplier for the power supply shall be deemed to have been terminated and two months demand charges/fixed charges shall be adjusted against the available security deposit. If he wants to avail power supply, he shall have to apply afresh as per rules.”

CI-86 of OERC Distribution (Conditions of Supply) Code 2019 also says that,

“The applicant shall draw power within 7 days from the date of receipt of intimation for commencement of supply by the licensee/supplier. If the applicant fails to do so, shall be liable to pay the demand charges and minimum monthly charges from the date.”

In the above context, the licensee has not intimated any communication to the complainant regarding commencement of power supply. Also, the complainant could not intimate the licensee regarding withdrawal of said project. Hence, the complainant is liable to pay demand charge/fixed charge under CI-49 (vi) of OERC Dist. (Conditions of Supply) Code 2019.

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PRESIDENT


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 complainant is liable to pay the minimum fixed charge / demand charge for two months from the date of execution of agreement under CI-49 (vi) of OERC Dist. (Conditions of Supply) Code 2019 and as per CI-1 of agreement executed between the complainant & licensee.
2. The complainant has to approach the licensee for refund of balance security deposit amount with all required documents as per OERC Dist. (Conditions of Supply) Code 2019 guidelines.
3. There will be no refund of 6% supervision charges as the work was executed by the complainant and supervision made by the licensee based on which the agreement was executed.

Case is disposed off accordingly.

Compliance report must be submitted to the Forum by the opposite party within one month after receipt of GRF order otherwise it will be treated as non-compliance.




K.S. PADHEE
CO-OPTED MEMBER


P.K. SAHOO
MEMBER (Fin.)


K.B. SAHU
PRESIDENT

Copy to: -

1. Sri Tushar Kanta Meher, S/o-Sri Upendra Kumar Meher, At-Gokuldhama, Po/Dist-Bolangir.
2. Executive Engineer, Sonapur Electrical Division, TPWODL, Sonapur.
3. DFM/ AFM/ JFM, Sonapur Electrical Division, TPWODL, Sonapur.
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."