

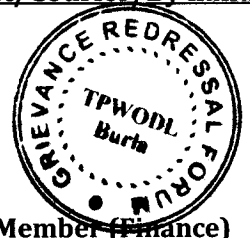
Grievance Redressal Forum

TPWODL, BURLA

Quarter No: SD-6/2, Sourav Vihar, Near NAC College,
Burla, Sambalpur, Pin- 768017

Email: grf.burla@tpwesternodisha.com, Ph No.0663-2999601

Bench: Ranjan Kumar Naik, President, S.K Dora (Co-opted Member) and S.Tripathy, Member (Finance)



Ref: GRF/Burla/Div/SED/ (Final Order)/ 290(4)

Date: 30.06.26

Present:

Sri Ranjan Kumar Naik, President

Sri S.K Dora (Co-opted Member)

Sri S.Tripathy Member(Finance)

1	Case No.	BRL/253/2026																																			
2	Complainant/s	Name & Address Pratyush Mishra At-Varun Plaza, Residency T2, Po-Ainthapali Dist-Sambalpur-768004		Consumer No NSC	Contact No. 9437524877 9583170977																																
3	Respondent/s	S.D.O (Elect), Khetrampur			Division S.E.D, TPWODL, Sambalpur																																
4	Date of Application	27.04.2026																																			
5	In the matter of-	<table border="1"> <tr> <td>1. Agreement/Termination</td> <td>X</td> <td>2. Billing Disputes</td> <td>✓</td> </tr> <tr> <td>3. Classification/Reclassification of Consumers</td> <td>X</td> <td>4. Contract Demand / Connected Load</td> <td>X</td> </tr> <tr> <td>5. Disconnection / Reconnection of Supply</td> <td>X</td> <td>6. Installation of Equipment & apparatus of Consumer</td> <td>X</td> </tr> <tr> <td>7. Interruptions</td> <td>X</td> <td>8. Metering</td> <td>X</td> </tr> <tr> <td>9. New Connection</td> <td>X</td> <td>10. Quality of Supply & GSOP</td> <td>X</td> </tr> <tr> <td>11. Security Deposit / Interest</td> <td>X</td> <td>12. Shifting of Service Connection & equipments</td> <td>X</td> </tr> <tr> <td>13. Transfer of Consumer Ownership</td> <td>X</td> <td>14. Voltage Fluctuations</td> <td>X</td> </tr> <tr> <td colspan="4">15. Others (Specify) -X</td> </tr> </table>				1. Agreement/Termination	X	2. Billing Disputes	✓	3. Classification/Reclassification of Consumers	X	4. Contract Demand / Connected Load	X	5. Disconnection / Reconnection of Supply	X	6. Installation of Equipment & apparatus of Consumer	X	7. Interruptions	X	8. Metering	X	9. New Connection	X	10. Quality of Supply & GSOP	X	11. Security Deposit / Interest	X	12. Shifting of Service Connection & equipments	X	13. Transfer of Consumer Ownership	X	14. Voltage Fluctuations	X	15. Others (Specify) -X			
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6	Section(s) of Electricity Act, 2003 involved																																				
7	OERC Regulation(s) with Clauses	<table border="1"> <tr> <td>1. OERC Distribution (Conditions of Supply) Code,2019</td> <td>✓</td> </tr> <tr> <td>2. OERC Distribution (Licensee's Standard of Performance) Regulations,2004</td> <td></td> </tr> <tr> <td>3. OERC Conduct of Business) Regulations,2004</td> <td></td> </tr> <tr> <td>4. Odisha Grid Code (OGC) Regulation,2006</td> <td></td> </tr> <tr> <td>5. OERC (Terms and Conditions for Determination of Tariff) Regulations,2004</td> <td></td> </tr> <tr> <td>6. Others</td> <td></td> </tr> </table>				1. OERC Distribution (Conditions of Supply) Code,2019	✓	2. OERC Distribution (Licensee's Standard of Performance) Regulations,2004		3. OERC Conduct of Business) Regulations,2004		4. Odisha Grid Code (OGC) Regulation,2006		5. OERC (Terms and Conditions for Determination of Tariff) Regulations,2004		6. Others																					
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6. Others																																					
8	Date(s) of Hearing	15.05.2026/04.06.2026																																			
9	Date of Order	30.06.26																																			
10	Order in favour of	Complainant	✓	Respondent	Others																																
11	Details of Compensation awarded, if any.	NIL																																			

NIL

President

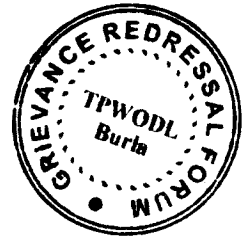
Grievance Redressal Forum
TPWODL, Burla - 768017

Place of Camp: GRF Office, Burla

Appeared

For the Complainant- Pratyush Mishra

For the Respondent - SDO(Electrical),Khetrajpur, TPWODL.



GRF Case No- BRL/253/2026

Pratyush Mishra

At-Varun Plaza, Residency T2,

Po-Ainthapali

Dist-Sambalpur

COMPLAINANT

VRS

SDO(Electrical), Khetrajpur, TPWODL.

OPPOSITE PARTY

GIST OF THE CASE

The complaint petition filed by Sri Pratyush Mishra, regarding non release of three new power supply already applied through unique application No(UPAN)- TPW11268733(LT-Domestic), TPW11268762 (LT-Domestic) & TPW11268773(LT-General Purposes) dated 15.12.2025, against the premises in question having house No-24 at Gujarati Colony, Sambalpur, bearing Khatian No-644/2400. The complainant raised objections to following details that are outlined below;

1. Albeit, all necessary payments have been made towards distinct new connections already applied for against the premises stated above, no new supply has been released till date which has sustained mental agony leading to hazardous summer hardship since 15.12.2025.
2. That, being the present owner/successor of property in question, wanted to have new electrical connections for which he enquired about any electrical dues pending against the said premises voluntarily at the offices of the Licensee & was informed that one old 3-phase connection bearing consumer No- "4110011110539" was having arrear of Rs.3265/- which was paid in full on dtd.09.12.2025 for closure/surrender of such existing account.
3. That, new power supply to the premises have not been extended till date, citing reasons of pending arrear dues that stands against another old defunct connection to which, the complainant is not aware of.
4. The complainant vehemently denied having received any such communication from Opposite Party regarding such pending arrear dues against the premises, more particularly about such defunct old single-phase connection.

In this context, the complainant submitted a copy of letter addressed to SDO(Elect.), Khetrajpur, dtd.22.05.25, the copies of individual money receipts as proof of payments made. The complainant requested before the Forum to direct the Opposite Party to release new power supplies already applied for, to mitigate the sufferings being deprived of electricity availability.

Handwritten signature and date 22/05/25
President
Grievance Redressal Forum
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The case being registered on 27.04.2026, both the parties were asked to remain present on 15.05.2026 at the O/o SDO(Elct.), Khetraipur, wherein both the parties remained present. The case was discussed at length. The complainant reiterated and averred that no new supply have been extended to his premises as of now even though all the necessary payments were made, which has caused mental harassment & agony. On the other hand, the Opposite Party submitted that the new supply could not be released due to pendency of old arrear dues that stand against the same premises, previously issued in the name of Sri Deepak Ku. Murjani with outstanding of Rs.224083/- and claimed that such amount needs to be deposited & cleared by the complainant as a pre-requisite process for release of new supply in obedience to regulatory provisions framed. The case was adjourned to 28.05.26 but, could not be heard being a local govt. holiday declared.

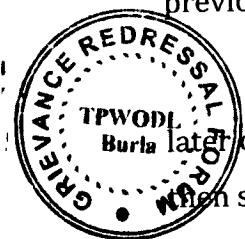
The case was re-heard on 04.06.2026 wherein both the parties remained present before the Forum through their authorized representatives. During the course of hearing, the complainant denied having not received any communication regarding such arrear dues of Rs.224083/- stands against the premises till date, previously issued in the name of Sri Deepak Ku.Murjani, being a single-phase domestic connection. The Opposite Party counter argued that reason for holding individual applications for new supply was rightly intimated through system auto-generated SMS process, delivered to complainants registered mobile No, informing the status of application process.

The Opposite Party further argued that application for new power supply was initially verified & referred wrongly to ESO-Hospital Section under SDO-Khetraipur on 16.12.2025(the next day of application) & re-directed to concerned ESO-PHD section on 18.12.25. Site verification was carried out by the sectional team on 19.12.25 & found that one 3-phase connection bearing consumer No. - "411001110539" was found on the front wall of the premises having an arrear dues of Rs.6054.80/-. Since the complainant did not allow to inspect the premises thoroughly for any other electrical connections/wiring, earthing point & assess the safety measures, another team on 20.12.2025 inspected the premises with prior intimation to the complainant/legal representatives to remain present at the premises.

In detail verification of the premises, the Opposite Party in the presence of complainant/his representative found that an old mechanical meter was affixed in the 1st floor of the building attached to consumer No-411633010131 having last meter reading of Kwh"66710", utilized by the previous occupant in the same premises namely Sri Deepak Ku. Murjani.

The Opposite Party further submitted that the aforementioned supply was disconnected on Sept-2022 due to non-payment of electricity dues of Rs.2,24,082.64/- & monthly bills were not topped accordingly. The Opposite Party affirmed that such status of pending arrear dues

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76800



against single phase domestic connection other than 3-phase connection pendency was rightly informed to the complainant on 20.12.2025 against UPAN No-11268773 & UPAN No.11268733 and then, on 30.12.2025 against UPAN No.11268762. Hence, the question of not informing the status of application does not arise in the complainant's case, apart from several phone call attempts which remained unattended from the complainant's end.

The Opposite Party further argued that any charge for electricity or any sum other than charge for electricity as due and payable to licensee/ supplier which remains unpaid by a deceased consumer or the erstwhile owner / occupier of any land / premises as the case may be, shall be a charge on the premises transmitted to the legal representative/ successor-in-law or transferred to the new owner/ occupier having lawful occupation of the premises as the case may be, and the same shall be recoverable by the licensee/ supplier as due from such legal representative or successor-in-law or new owner/ occupier having lawful occupation of the premises as the case may be.

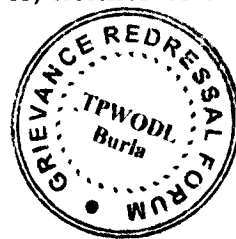
During detailed hearing, it was brought to the notice of the Forum that property/building against which new power supply is sought for, was acquired/handed over to the complainant through auctioned process by the Union Bank Of India, Sambalpur Branch. On questioning regarding the information about 3-phase connection dues, the complainant orally submitted that it was the bank who handed over only a 3-phase bill to the complainant regarding pending arrear dues & the complainant was ignorant about any other previous single phase connection availability. To take cognizance of this fact, the Forum sought further information from both the parties concerned regarding the property handover documents with terms & conditions, executed through bank auction and other relevant documents related to the complainant. However, neither of the parties could submit the details as asked for, substantiating the case.

Previous Complain, if any: Not Available

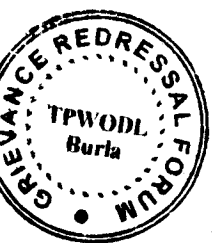
SUBMISSION OF OPPOSITE PARTY

The opposite party submits written statement in this case. In reply to the case the opposite party submitted the following facts.

1. Sri Pratyush Mishra presently living in Varun Plaza residency, T2, Ainthapali has purchased a building at Gujrati Colony, Sambalpur. Previously the premises was provided with two numbers of power supplies in the name of Sri Deepak Murjani, having consumer no.4110 0111 0539 and 4116 3301 0131, which was in use till June-2024 and Sept-2022 respectively.
2. Sri Mishra had applied 3 nos of energy line at the above premises on Dt 15.12.2025, 2 nos for domestic use and one for commercial use vide UPAN No TPW11268762 (DOM), TPW11268733 (DOM) and TPW11268773 (COM) respectively.

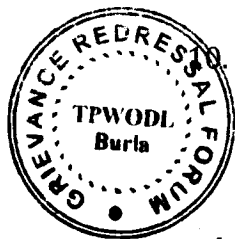


3. Documents were verified by back office on 16.12.2025. Since the application was wrongly addressed to Hospital Section instead of PHD Section, it is observed by back office that the site verification is pending at Hospital section which later on redirected to PHD Section. Again, documents were verified by back office on 18.12.2025 and site verification was carried out by PHD Section on 19.12.2025, where a 3phase meter bearing Con No 4110 0111 0539 was found on the front wall of the premises. The arrear showing against this connection was Rs.6054.80. So as per process on 19.12.2025, the section team updated in Mo Bidyut portal regarding the balanced energy arrear against 3ph consumer No 4110 0111 0539. As per inbuild system process any update in Mo Vidyut portal against any UPAN number, a self/auto generated message is delivered to the applicant. This way, the applicant was informed about the status of his NSC.
4. The section team was not aware that there is another connection present in the same premises as during verification on 19.12.25 the applicant did not allow the inspecting team to enter into the premises for further compliances like verification of wiring, earthing and similar safety measures.
5. Later on, after discussion with the lineman and meter reader of the area, the section team could come to know that there was another single-phase connection in the premises having consumer number 4116 3301 0131, as the meter reader stated that the previous owner was not allowing him to enter the 1st floor very often and the meter was inside the building's 1st floor. So, he was serving provisional bills many a time and whenever he would get a chance to check the meter, he would serve the actual bill.
6. On Dt 20.12.2025, another team comprising, Line man- A, Sri Anil Ku Parida along with some BA staffs visited the premises once again as per instruction of ESO PHD and requested Sri Mishra that without entering to the premises and checking the wiring, earthing etc, power supply permission cannot be provided. They entered in to the premises in the presence of Sri Mishra, with his due permission and found an old mechanical meter bearing SI No "EL 0200" in the 1st floor of building having the consumer no. 4116 3301 0131 written on the box of the meter. This Final meter reading was already raised during disconnection and bill stop in the month of September-2022. The meter No "WESCO223171" which is reflecting in billing ledger is wrong one. During the time of installation, it has wrongly punched as "WESCO223171" instead of correct No - EL 0200. The previous actual reading of 51500 KWh on Sept-2015 also belongs to the existing energy meter of EL 0200. The meter reading is found to be 66710 KWh (Photo has taken on the same day of verification). This service connection was reverified with our database and is also found in the name of Sri Deepak Kumar Murjani, having billed in average basis till Sept-2022 with accumulated arrear of Rs.2,24,082.64.



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7. Since, there was no actual meter reading and no payment by the consumer, the power supply was disconnected in Sept-2022 and billing was stopped.
8. In this context, it is reiterated that as per Regulation 17(6) of the OERC Distribution (Conditions of Supply) Code, 2019 any charge for electricity as due and payable to the licensee which remains unpaid by the erstwhile/previous occupier of any premises shall be a charge on the premises transmitted to the new occupier having lawful occupation of the premises and the same shall be recoverable by the licensee as due from such new occupier or successor-in-law of the previous occupier having lawful occupation of the premises.
9. After knowing about the presence of arrear against an old connection in the premises, this Office informed the applicant through proper process by mentioning in Mo Bidyut portal 1st on 20.12.2025 against UPAN NO 11268773 and 11268733 then on 30.12.25 against UPAN No 11268762 .Even on 19.12.2025 and 20.12.2025 Miss Arpita Das, Officer RCM, phone called to the applicant 6 times to inform about this outstanding energy arrear but he did not respond which is also mentioned in Mo Bidyut portal.



So, the applicant (Pratyus Mishra) has to clear his balanced dues against Con No 411633010131 so that we can release his pending NSCs and solve the matter at an early.

The Opposite Party submitted the copies of money receipts towards payments made by the complainant, the copies of delivery messages sent through Mo Bidyot portal to the complainant, a copy of old meter photo reading bearing meter SL.No."EL0200", the copies of individual UPAN history/chronology against new connections applied for, the ledger abstract in the name of Sri Depak Murjani, bearing single phase domestic connection No-"411633010131", a copy of letter from SDO(Elect.), Khetrajpur, addressed to the complainant regarding clearance of arrear electricity dues vide letter No. SDO/KRP/Lt. No-82 dt.27.05.26, another letter No. TPW11268733/46039/931 dtd.17.01.2026 under same captioned subject & the copy of Physical Verification Report drawn on Dt.20.12.2025.

OBSERVATION

The Forum on detail deliberation to the case, pointed out the following details that are envisaged underneath, that;

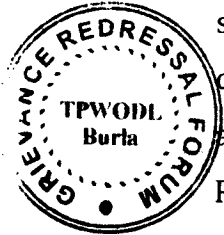
1. The complainant has applied for two new domestic connections vide unique No (UPAN)- "TPW11268783" & UPAN- "TPW11268733" and one new General-Purpose application vide UPAN-TPW11268773", with required payments made on dated 15.12.2025 for processing of such application.

During the course of processing, the Opposite Party pointed out that one 3-phase General Purpose connection in the name of Sri Deepak Murjani (the previous occupant/owner/user in the same premises) was in use till June-2024 with outstanding dues of R.6054.80/- bearing consumer No-"411001110539", to which the complainant was aware of and paid the

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same in total to close the account. That, another, single phase domestic connection was available in the name of same person Sri Sri Deepak Murjani, with outstanding dues of R.2,24,082.64/- bearing consumer No- "411633010131", has been in disconnected state since 26-Jun-2023 with no bills generated from Sept-2022 onwards.

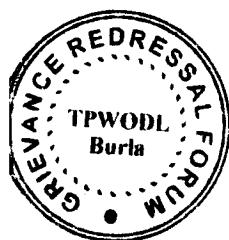
3. The complainant denied having any official communications received from Opposite Party regarding such arrear dues of R.2,24,082.64/- stands against consumer No- "411633010131".
 4. The complainant did not ask for "no dues certificate" against the premises upon 3-phase arrear payment on 09.12.2025, much before applying for new connections on 15.12.2025. It is imperative to mention here that regulation 17(ii) of Hon'ble OERC Distribution (Conditions of Supply) Code, 2019, stipulated clear direction that where applicant has purchased a new property and power connection is lying disconnected, it shall be the duty of the applicant to verify that the previous owner has paid all dues to the Licensee/supplier and has obtained "no dues certificate" from the Licensee/supplier. In case "no dues certificate" is not obtained by the previous owner, the applicant before change in ownership of property may approach the Engineer of the Licensee/supplier for a "no dues certificate". The Engineer shall acknowledge receipt of such request and shall either intimate in writing outstanding dues, if any, on the premises or issue "no dues certificate" within one month from the date of application. The complainant could not produce any application made earlier to the Opposite Party for issuance of such certificate. In the instant case the complainant could not obtain & submit the "no dues certificate" against the same premises/property.
 5. On enquiry, the Opposite Party made it clear that no such query regarding previous arrear dues against the premises/regarding issuance of no dues certificate, were ever asked by the bank who auctioned the same property or the previous owner/present owner/successor-in-law.
 6. It was observed from ledger abstract that previous single phase domestic connection bearing consumer No-411633010131 was billed on actual basis till Sept-2015 and then, provisional/average bills continuously charged from Oct-2015 to Sept-2022 @ 198 units/720 units/540 units etc./month from time to time. The closing total arrear dues as of last billing upto Sept-2022 was at Rs.2,24,068.20/-. It was revealed from records that last payment was made with Rs.10,000/- on 29.03.2016 having MR No-3295009, with net closing dues of Rs.13630.48/-. The same supply has been in disconnected state since 26-Jun-2023, having no monthly bills generated from Oct-2022 onwards.
- On site inspection to the complainant's premises on 20.12.2025, the Opposite Party submitted that one old single phase mechanical meter bearing SL. No. "EL0200" was physically fitted on the 1st floor of the building with final reading of Kwh"66710" against



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consumer No-411633010131. The Opposite Party further clarified that the meter No- WESCO223171 reflected in billing ledger against the above consumer was wrongly updated in billing data base instead of correct meter No- "EL0200". The previous actual reading recorded in meter No- "EL0200" upto Sept-2015 was Kwh"51500" that belongs to the consumption recorded in the same meter. The Opposite Party submitted the meter photo reading captured on 20.12.2025 to substantiate their claim.

8. It was revealed that Rs.53226.78/- was credited back (TPWODL post vesting period arrear) to the consumer's account No-411633010131, on 28-02-2023 citing the reason as dummy/ghost.
9. The forum inferred that mere ignorance of not having information regarding any arrear dues previously raised against the property, does not withstand/repudiate the liability to pay the dues by the present owner. Hence, in consonance with regulatory provisions stipulated, the application for new power supply shall not be allowed by the engineer until the previous arrears are settled and paid in full.



The Forum on detailed deliberation to the case considering the available records, statements on record construed that apart from a three phase connection availability in the premises previously (the dues of which was ultimately paid and closed by the complainant), another single phase connection was tracked on the 1st floor of the same building, the supply of which has been disconnected since Sept-2022, having arrear dues of Rs.2,24,082.64/-. The contentions & averments made by the complainant disowning the claim made by the Opposite Party regarding pendency of above arrear dues, do not stand any point as the complainant has not obtained the "no due certificate" from the Opposite Party & applied for new power supply. Further, in consonance with dictum of law & regulatory provisions stipulated in Regulation 17 (vi) of OERC Distribution(Conditions of Supply), Code, 2019, that any charge for electricity or any sum other than charge for electricity as due and payable to licensee which remains unpaid by a deceased consumer or the erstwhile owner / occupier of any land / premises as the case may be, shall be a charge on the premises transmitted to the legal representative/ successor-in-law or transferred to the new owner/ occupier having lawful occupation of the premises as the case may be, and the same shall be recoverable by the licensee as due from such legal representative or successor-in-law or new owner/ occupier having lawful occupation of the premises as the case may be.

[Signature]
President
22/10/26

However, based on records that corroborated the factual aspect of billing, the Opposite Party is required to recalculate & revise the provisional/average energy bills charged against consumer No-"411633010131" from October-2015 to Sept-2022, considering the initial meter reading of Kwh"51500" as on Oct-2015 and final reading of Kwh"66710" as on Sept-2022 (i.e. till the date of disconnection), as recorded in meter No-EL0200". The complainant is required to pay the balance

amount after revision of above bills so as to obtain the "no due certificate" and enable the Opposite Party to release new power supplies as already applied for.

ORDER

After careful consideration of hearing and documents, statements available on records, the Forum hereby passes order in consonance with Regulation of OERC Distribution (Conditions of Supply), Code, 2019

1. *The Opposite Party is directed to revise the energy bills charged against consumer No- "411633010131", from October-2015 to Sept-2022, considering the initial meter reading of Kwh"51500" as on Oct-2015 and final reading of Kwh"66710" as on Sept-2022 (i.e. till the date of disconnection of supply) as recorded in Meter No "EL0200" duly adjusting the bill revision made earlier and/or any adjustments already done, if any.*
2. *The Opposite Party is directed to serve the revised energy charges bill with revised due date within 30 days from the issue of this Order, duly considering the applicable tariff during the period, taking into account the adjustments, if any, and adjustment for the payments made by the complainant.*
3. *The Complainant is directed to pay the revised billed amount so arrived at, if any, within due date after receipt of the revised energy charges bill to which the complainant is liable to pay.*
4. *The Opposite Party is directed to issue "No Due Certificate" against the consumer No- "411633010131", upon full & final payment received from the applicant and simultaneously take urgent steps to release new power supplies already applied thorough UPAN- "TPW11268733", UPAN- "TPW11268773" & UPAN- "TPW11268762" at the earliest possible time.*

In terms of the above, the petition is disposed of.

The opposite party is directed to submit the compliance report to this Forum within one month (by the end of July-2026) from the date of issue of this order.


S.K Dora
(Co-Opted Member)
Co-opted Member
Grievance Redressal Forum
TPWODL, Burla - 768017


S. Tripathy
Member (Finance)
Member
Grievance Redressal Forum
TPWODL, Burla - 768017


Ranjan Kumar Naik
(President)
President
Grievance Redressal Forum
TPWODL, Burla - 768017

Copy to: -

1. Pratyush Mishra, At-Varun Plaza, Residency T2, Po-Ainthapali Dist-Sambalpur
2. Sub-Divisional Officer (Elect.) Khetrajpur, TPWODL, with the direction to serve one copy of the order to the Complainant/Consumer
3. Executive Engineer (Elect.), SED, TPWODL, Sambalpur
4. The Chief Legal-cum-Nodal Officer, TPWODL, Burla for information.

"If the complainant is aggrieved by this order of the Grievance Redressal Forum, he/she is at liberty to make representation to the Ombudsman II, Qrs. No.3R-2(S), GRIDCO Colony, P.O:Bhoinagar, Bhubaneswar-751022 (Tel No. 0674-2543825 and Fax No. 0674-2546264) within 30 days from the date of this order of the Grievance Redressal Forum."

This Order can be accessed at TPWODL Website → tpwesternodisha.com → Customer zone → Grievance Redressal Forum → BURLA (Case No BRL/253/2026)

