

**Grievance Redressal Forum
TPWODL, BURLA**

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

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

Bench: A.K.Satapathy, President B.Mahapatra (Co-opted Member) and A.P.Sahu, Member (Finance)

Ref: GRF/Burla/Div/BNED/ (Final Order)/ 1718 (4)

Date: 30/04/24

Present:

Sri A.K. Satapathy, President
Sri B.Mahapatra (Co-opted Member)
Sri A.P.Sahu Member(Finance)

1	Case No.	186 of 2023			
2	Complainant/s	Name & Address		Consumer No	Contact No.
		Shree Balaji Stone Crusher C/O-Sanjay Ku Pradhan At/Po-Belpahar Work site At Piplikani Dist-Jharsuguda		4170-0104-0069	7008766276 7077743801
3	Respondent/s	E.E(Elect) ,BNED, Brajarajnagar		Division B.N.E.D, TPWODL, Brajarajnagar	
4	Date of Application	04.09.2023			
5	In the matter of-	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			
6	Section(s) of Electricity Act, 2003 involved				
7	OERC Regulation(s) with Clauses	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			
8	Date(s) of Hearing	11.09.2023/11.01.2024/08.02.2024			
9	Date of Order	30/04/24			
10	Order in favour of	Complainant	Respondent	Others	√
11	Details of Compensation awarded, if any.	NIL			

Place of Camp: GRF Office, TPWODL, Burla

Appeared

For the Complainant- Shree Balaji Stone Crusher
C/O-Sanjay Ku Pradhan

For the Respondent - E.E(Elect) ,BNED, Brajarajnagar.

GRF Case No- 186 of 2023

Shree Balaji Stone Crusher
C/O-Sanjay Ku Pradhan
At/Po-Belpahar Work site At Piplikani
Dist-Jharsuguda

VRS

E.E(Elect) ,BNED, Brajarajnagar.



COMPLAINANT

OPPOSITE PARTY

GIST OF THE CASE & OBSERVATION

1. The office of President, GRF, Burla received a complain petition on 25.08.2023 at 01.21 PM from Sanjay Kumar Pradhan (sanjaypradhan@gmail.com) of Shree Balaji Stone Crusher, wherein he had attached a letter addressed to President, GRF, Burla regarding:-

“Sub- Complaint for excess Billing since Aug 2022 to July 2023. Reference Consumer Account No 4170 0104 0069” wherein he has stated that “I have received bill amounting Rs.79493.00 for the period 01.08.2022 to 01.10.2022 which is much higher than my usual bill. The problem started after there had been a CT, PT damage, since then I have been asked to pay the transformer loss. I think my electricity bills are wrongly generated from Aug 2022 onwards. Despite of numerous complaints to your officials, the response is still due.

Therefore, it is my huge request to you please consider my issue and reverse my electricity bill and to re-issue a fresh bill as per my actual consumption.”

The petition was registered as a complaint vide Regd No 186/2023 Dt.04.09.2023 and notices were issued vide this office letter No 153(2) Dt.04.09.2023 to the complainant as well as to the opposite party to attend to the hearing scheduled on 11.09.2023.

2. On 11.09.2023 both the parties remained present on the hearing. Sri Raghunath Sahoo appeared on behalf of Shree Balaji Stone Crusher & Sri Biswajit Das appeared on behalf of the opposite party (E.E, (Elec), BNED, Brajarajnagar, TPWODL).
3. At the time of hearing the complainant Sri Raghunath Sahoo stated that “he is an Industrial(M) Supply consumer with Consumer Number 4170 0104 0069 with contract load of 70KW with initial date of power supply on 19.02.2004. His supply voltage is 11KV and Transformer rating is 150KVA, metering on HT side with meter SI No TPWH0668 with M.F 200.”
4. He further stated that the CT, PT of the HT metering unit was burnt on 30.06.2022 and subsequently the CT, PT were replaced during July-2023. For the past period he has received wrong bills which is quite high and hence he prayed to revise the wrong bills.
5. From the W/S of the opposite party and also from FG records this Forum found that though the consumer was served with bills on actual basis but there are no IMR & CMR of each monthly bills. Further from the W/S of the opposite party it is found that the consumer has been served additional bill basing on KVAH reading of 11482 units from 30.06.2022 to 01.10.2022 taking 6578 units of KVAH consumption and 4903 units of KVAH Transformer loss totaling to 11482 units. The above calculation statements submitted by

opposite party was not fully cleared to the Forum & also to the complainant and hence the opposite party particularly EE, BNED, & EE, MRT, Jharsuguda were asked to submit a detail calculation sheet on which basis the above bills were prepared. The hearing was further deferred to another date & the opposite was directed not to resort any coercive action relating to the disputed amount.

6. The next date of hearing was scheduled on 11.01.2024 and both the parties were intimated vide notice No 01(2) Dt.01.01.2024 of the office. Sri Raghunath Sahoo appeared on behalf of Sri Balaji Stone Crusher. Opposite party has not appeared. The opposite party has also not yet submitted the required reports and documents which has been asked in the previous hearing on Dt.11.09.2023 though a period of 04 months elapsed. The opposite party was directed over phone to submit the required reports without any further delay so that final order may be given.
7. Subsequently on 18.01.2024 E. E, BNED, Brajarajnagar submitted required reports wherein he has attached the statement of EE, MRT, Jharsuguda of Dt. 16.01.2024 giving description of the detail of calculation. The report is also signed jointly by both EE, BNED, Brajarajnagar & EE, MRT, Jharsuguda.
8. The Forum went through the details of the said calculation and found out as under: -

The additional bill of 11482 units has been calculated as:

- I. From 30.06.2022 to 26.07.2022 as per HT meter No TPWH0668 IMR =0 KVAH, FMR=23.69 KVAH, MF=200 => 4738 KVAH units.
 - II. From 26.07.2022 to 01.10.2022 as per LT C.T Meter No WES51172 IMR=1074.59 KVAH, CMR 1120.6 KVAH, MF=40 => 1840.4 KVAH units.
 - III. Transformer loss from 26.07.2022 to 01.10.2022 => 65 Days for 150KVA=> 1186 KWH converted to KVAH as per power factor 0.25 => 4903 KVAH units.
 - IV. 4738KVAH + 1804.4 KVAH +4903 KVAH =11482 KVAH units.
9. From the above calculation statement, this Forum has observed that: -
 - I. From 30.06.2022 to 26.07.2022 bill has been prepared as per KVAH consumption in HT meter SI No TPWH0668.
 - II. On 26.07.2022 the H.T Meter became defective and hence bill from 26.07.2022 to 01.10.2022 has been prepared as per KVAH consumption in LT meter SI No WES51172.
 - III. Transformer loss has been added to above consumption from 26.07.2022 to 01.10.2022 i.e., for 65 days taking 1186 KWH units for 150 KVA transformer and thereafter converting this KWH consumption of 1186 units by taking Power Factor of 0.25 for the whole period of 65 days totaling it to 4903 KVAH units.
 10. The Forum has observed that the power factor for the whole period from 26.07.2022 to 01.10.2022 has been taken as 0.25 whereas as per records submitted by the opposite party the power factor of the consumer is recorded as below: -
 - I. For the month of June-2022-0.9823
 - II. For the month of July-2022-0.0000
 - III. For the month of Aug-2022-1.4576
 - IV. For the month of Sept-2022-0.3619
 - V. For the month of Oct-2022-0.9927.

Hence, the Forum observed that the adopted Power Factor of 0.25 taken for calculation of Transformer loss from 26.07.2022 to 01.10.2022 is arbitrary and the transformer loss of 4903 units added in the bill for the month of Sept-2022 is unjustified.



11. Further, the consumer at this point stated that "he has paid for the cost of the 11KV metering cubicle and the same was issued from Burla Central Store of the opposite party as per gate pass voucher No 3200007597 Dt. 24.05.2022. This H T metering cubicle was installed in the premises of the consumer on 30.06.2022. It is also confirmed from FG records of opposite party wherein it is mentioned that on 30.06.2022 the metering system was changed from LTCT Meter SI No WES51172 to HT Meter No TPWH0668.
12. As per the statement of the complainant as well as of the opposite party, this metering cubicle was again became defective with burning of 11KV PT & CT on 26.07.2022. Thereby the billing meter again change from HT meter SI No TPW0668 to LT CT meter SI No WES51172. At this point of hearing the consumer stated that on the date of 26.07.2022 the 11KV CT & PT which were burnt were within the Guarantee period and hence the opposite party should replace the same as per terms of Guarantee of Spares. Hence, the complainant argued that it should be considered that he has paid for the metering unit and opposite party should change it now and should not claim any Transformer loss as per clause 151 (ix) of OERC Distribution (Conditions of Supply) Code,2019 till he will be billed as per the LT-CT meter and till the burnt CTs & PTs are replaced by the opposite party and thereafter he should be billed as per the HT meter.
13. The clause 151 (ix) of OERC Distribution (Conditions of Supply) Code,2019 read as:- Clause 151(ix)- "In the case of high tension supply, if HT metering set cannot be readily provided and installed, LT metering shall be provided and connected to the LT side of the consumer's transformer. To the reading of such metering set will be added the average losses in the Transformer calculated as follows: -
- Energy loss in Transformer in units per month = $(730 \times \text{rating of the Transformer in KVA})/200$.
 - Demand loss in Transformer in KVA = $\text{Rating of the Transformer}/200$. However, no transformer loss shall be considered if the consumer has paid for the metering unit. The License/Supplier is required to provide HT metering for HT supply. The maximum duration of such billing shall be four months as specified by the Commission in Tariff orders whichever is less.
14. The complainant's claim that Transformer losses should not be included in his bill for the bills prepared as per the LT CT meter as he has already paid for the metering unit is correct as per the above Regulation and the Forum also believes that the opposite party should not claim any Transformer losses from the consumer and also should replace the burnt CTs & PTs within a period of four months.

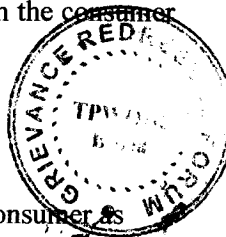
SUBMISSION OF OPPOSITE PARTY

The opposite party has submitted W/S duly signed by E.E, BNED, Brajarajnagar & Information on consumer as asked in previous hearing jointly signed by E.E, BNED, Brajarajnagar & EE, MRT, Jharsuguda & also submitted billing calculation sheet in favour of Shree Balaji Stone Crusher. Addition bill copy of Rs.63298.23 served to consumer also.

ORDER

After careful examination of the statements & documents of both the parties, this Forum is please to order that: -

- The opposite party is directed to revise the bill of the complainant for the period from 26.07.2022 to 01.10.2022 by withdrawing the transformer losses from the said bill and prepare a fresh bill as per law.
- The Opposite party is directed not to consider the bill revision for the period already revised earlier/for the period of penalty/in both cases if any as applicable as not submitted any information for the same.



[Handwritten signature]

-
3. The Opposite party is directed not to consider the bill revision for the period already where the complainant has availed the OTS scheme and rebate thereon if any as applicable as not submitted any information for the same.
 4. The Opposite Party is directed to serve the revised energy charges bill with revised due date within 30 days from the receipt of this Order, duly considering the applicable tariff during the period, taking in to account the adjustments, if any, and adjustment for the payments made by the complainant and ensure payment thereof.
 5. The Opposite Party is directed to collect the revised bill amount and on non-payment, served the Disconnection Notice to the Complainant as per Indian Electricity Act, 2003 under Section 56(i) and disconnect the power supply accordingly.
 6. The Complainant is directed to pay the revised billed amount so arrived, if any, within due date after receipt of the revised energy charges bill to avoid disconnection.
 7. **Opposite party is directed to submit the compliance report to this Forum within one month from the date of issue of this order as the case may be.**

Accordingly, the case is disposed of.

B. Mahapatra
(Co-Opted Member)
Co-opted Member

Grievance Redressal Forum
TPWODL, Burla - 768017

(A.P. Sanju)
Member (Finance)
Member

Grievance Redressal Forum
TPWODL, Burla - 768017

A.K. Satapathy
(President)
President

Grievance Redressal Forum
TPWODL, Burla - 768017
Work site At Piplikani, Dist-

1. Shree Balaji Stone Crusher, C/O-Sanjay Ku Pradhan, At/Po-Belpahar Jharsuguda
2. Sub-Divisional Officer (Elect.) Belpahar, TPWODL, with the direction to serve one copy of the order to the Complainant/Consumer
3. Executive Engineer (Elect.), BNED, TPWODL, Brajarajnagar
4. The Chief Legal-cum-Nodal Officer, TPWODL, Burla for information.

"If the complainant is aggrieved either by this order or due to non-implementation of the order of the Grievance Redressal Forum in time, 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 Forums."

This Order can be accessed on OERC website, www.orierc.org under the "head "Cases-> "GRF".)