

**Grievance Redressal Forum  
TPWODL, BURLA**

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

Email: [grf.burla@tpwesternodisha.com](mailto:grf.burla@tpwesternodisha.com), Ph No.0663-2999601

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

Ref: GRF/Burla/Div/SEED/ (Final Order)/ 1817(4)

Date: 30/06/24

**Present:** Sri A.K.Satpathy, President.  
Sri B.Mahapatra (Co-opted Member),  
Sri A.P.Sahu Member(Finance).

1	Case No.	BRL/432/2024			
2	Complainant/s	Name & Address	Consumer No	Contact No.	
		Doordarsan,TV Centre Rairakhol C/o-P.K.Mishra,Asst.Director, Doordarsan Kendra Dist- Sambalpur.	4160-0111-0010	0663-2999174	
3	Respondent/s	EE(Elect.) SEED,TPWODL,Sambalpur & SDO(Elect.), Rairakhol,TPWODL,Sambalpur		Division S.E.E.D, TPWODL, Sambalpur	
4	Date of Application	21.05.2024			
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	11.06.2024			
9	Date of Order	30/06/24			
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-** Doordarsan TV Centre Rairakhhol  
Represented by Sri P.K.Mishra, Asst. Director

**For the Respondent –** EE(Elect.),SEED,TPWODL,Sambalpur



**GRF Case No- BRL/432/2024**

Doordarsan TV Centre Rairakhhol  
C/o-P.K.Mishra,Asst.Director,  
Doordarsan Kendra  
Dist- Sambalpur.  
Consumer No.- 4160-0111-0010

**COMPLAINANT**

**VRS**

EE(Elect.),SEED,TPWODL,Sambalpur

**OPPOSITE PARTY**

**GIST OF THE CASE**

The Complainant has filed the petition in the name of Doordarsan TV Centre Rairakhhol bearing Consumer No 4160-0111-0010 represented by Sri P.K.Mishra, Asst. Director under SEED, TPWODL, Sambalpur has stated about security money yet pending with opposite party and about billing dispute also.

Hence, the Complainant prayed before the Forum to consider the case for revision/rectification/refund of security money.

**SUBMISSION OF OPPOSITE PARTY**

The Opposite Party has submitted the ledger copy for the period from Apr'2018 to May'2024 and statement for adjustment for security money against arrear but not submitted the w/s in this case.

**OBSERVATION**

The case is pursued with all documents available in records submitted by the complainant and merit of the case. On examining the case in details, the Forum observed that the complainant is a LT-GP consumer having CD 14KW with date of initial power supply 01.01.1990 as seen from FG/Samadhan App. The complainant has raised objection on billing dispute as well as prayed for refund of security deposit where found the opposite party has not taken any steps for its settlement in spite of several pursuance by the complainant as came to know during the course of hearing. Further, the complainant has earlier requested for disconnection for p/s due to closure of the project. This Forum has gone through the billing records and found that actual bills were served since Feb'2001 to Nov'2003 in reference to consumption recorded in meter sl. no."UWESCO128946"except average billing May'2002. Actual bills were also served from Dec'2003 to May'2006 in reference to consumption recorded in meter sl. no."WSC06272" with adjustment of PL bills time to time except non-adjustment of few PL bills. As seen, actual bills were served from Jun'2006 to Mar'2020 with kwh reading of 136499 with consumption of zero units in Mar'2020 with adjustment of PL bills Since, Apr'2020 to Jul'2022 PL bills were served to the complainant and in Aug'2022 the actual bill for kwh reading of "136499" in reference to meter at site bearing sl no. "WSC40066" where it is seen that the PL bills so served in the periods has been withdrawn for an amount of Rs 97,243.28/- keeping an outstanding balance of Rs 22817.85/-. It is also seen by the Forum that PL bills were served for the period from Sep'2022 to Nov'2022 and actual in Dec'2022 to May'2024 taking fixed cost only. The

meter sl no."WSC40066" was in billing since Jun'2013 and continued at that premises up to May 2024. The above complainant has requested to opposite party to disconnect the p/s vide Ltr no. SBP/DMC/186/2020/721-723 dtd.20.01.2020 and approached to refund the security deposit. Further, on 16.11.2020 and 06.02.2021 vide their Ltr. no. DDK/SBP/1(1)/2020-21/359 & DDK/SBP/1(1)/2021-22/414 respectively approached to refund SD to opposite party. Although, the complainant has approached in Jan'2020 to DC of p/s but use of p/s was upto Mar'2020 as seen from actual billing upto that month and thereafter billings were improper/incorrect/abnormal. The outstanding amount upto Mar'2020 was Rs 12,067.30/- which the complainant definitely liable to pay to the opposite party. Further, it is seen that an amount of Rs 30,952.73/- was in shape of SD adjusted against arrear. It is the feeling of the Forum that the opposite party has never taken steps to make the connection LD although applied by the complainant in Jan'2020 to be treated as lapses lying with the opposite party and also came to the knowledge of the Forum that due to closure of the project, they have applied to make LD of the p/s. The opposite party has taken steps to mark LD since Dec'2022. So, required bill revision as well as refund of security deposit(Full/balance amount as per law). The complainant has also submitted a copy of an affidavit stating about completely damage of SD money receipt due to eating by white ants and no more in existence now to be consider a valuable document for refund of SD and as stated by complainant one copy of the affidavit has already been submitted to the opposite party. As the opposite party has failed to submit w/s in spite of knowing the case matter through notice followed by hearing of this Forum hence this Forum prefers to pass this order accordingly with reference to available documents in records.

Hence it is the opinion of the Forum that the opposite party is liable to adopt the following procedures for bill revision as well as adjustment of earlier revision amount and refund of the security deposit/collection of dues if arrived after implementation the directions in the order.

1. Revise the bill for the period from May'2002 to Jun'2002 taking IMR as "59277" and FMR as "64646" in reference to consumption recorded in meter sl. no." UWESCO128946" with its daily/monthly actual consumption thereof.
2. Revise the bill for the period from Aug'2004 to Oct'2004 taking IMR as "2529" in Dec 2004 and FMR as "16802" in May 2005 in reference to consumption recorded in meter sl. no." WSC06272" with its daily/monthly actual consumption thereof as per regulation 155.
3. The opposite party is to verify the arrear sundry both debit & credit and confirm or otherwise act accordingly as nothing has been provided for the same to this Forum in spite of directions in hearing.
4. Since Apr'2020 the p/s to be treated as PLD as applied for LD due to closure of the project as no utilisation of p/s was required there.
5. The outstanding amount of Rs 12067.30/- is to be confirmed by opposite party following the direction in SI. No.1 ,2 & 3 for bill revision and obtained the actual outstanding up to Mar'2020.
6. All the billings after Mar'2020 after adjustment of PL bills at present shown as outstanding up to April 2024 to be withdrawn including DPS so levied during the periods.
7. The balance amount of security deposit to be refunded to the complainant after adjustment of the arrear so derived as per direction in sl. no.05(SD amount Rs 30,952.73/- (-) confirmed arrear as per sl. no.05 or dues to be collected if arrived, accordingly intimating to the complainant in writing in shape of demand notice.
8. The opposite party is directed to issue NDC to the complainant on or before 28.07.2024 after implementation of the instructions from SI No 1 to 7.

## ORDER



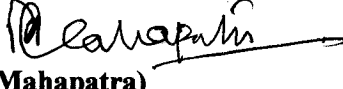
*Considering the documents and statements submitted by both the parties at the time of hearing, the Forum hereby passes orders that:*


1. The Opposite Party is directed to act in the following manner: -
  - I. Revise the bill for the period from May'2002 to Jun'2002 taking IMR as "59277" and FMR as "64646" in reference to consumption recorded in meter sl. no." UWESCO128946" with its daily/monthly actual consumption thereof.
  - II. Revise the bill for the period from Aug'2004 to Oct'2004 taking IMR as "2529" in Dec 2004 and FMR as "16802" in May 2005 in reference to consumption recorded in meter sl. no." WSC06272" with its daily/monthly actual consumption thereof as per regulation 155.
  - III. The opposite party is to verify the arrear sundry both debit & credit and confirm or otherwise act accordingly as nothing has been provided for the same to this Forum in spite of directions in hearing.
  - IV. Since Apr'2020 the p/s to be treated as PLD as applied for LD due to closure of the project as no utilisation of p/s was required there.
  - V. The outstanding amount of Rs 12067.30/- is to be confirmed by opposite party following the direction in SI No.1,2 & 3 for bill revision and obtained the actual outstanding up to Mar'2020.
  - VI. All the billings after Mar'2020 after adjustment of PL bills at present shown as outstanding up to April 2024 to be withdrawn including DPS so levied during the periods.
  - VII. The balance amount of security deposit to be refunded to the complainant after adjustment of the arrear so derived as per direction in sl. no.05(SD amount Rs 30,952.73/- (-) confirmed arrear as per sl. no.05 or dues to be collected if arrived, accordingly intimating to the complainant in writing in shape of demand notice.
  - VIII. The opposite party is directed to issue NDC to the complainant on or before 28.07.2024 after implementation of the instructions from SI No 1 to 7.
2. The Opposite party is directed not to consider the bill revision for the period already revised earlier and adjust the revision as per law/for the period of penalty/in both cases if any as applicable as not submitted any information for the same.
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. Sahu)  
Member (Finance)  
**Member**  
**Grievance Redressal Forum**  
TPWODL, Burla - 768017

  
(A.K. Satpathy)  
President  
**President**  
**Grievance Redressal Forum**  
TPWODL, Burla - 768017

- Copy to: -**
- (1) Doordarsan TV Centre Rairakhola, C/o-P.K.Mishra, Asst. Director, Doordarsan Kendra, Dist- Sambalpur.
  - (2) Sub-Divisional Officer (Elect.) Rairakhola, TPWODL, Sambalpur with the direction to serve one copy of the order to the Complainant/Consumer.
  - (3) Executive Engineer (Elect.), SEED, TPWODL, Sambalpur.
  - (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](http://www.orierc.org) under the “head “Cases->”GRF”.