

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

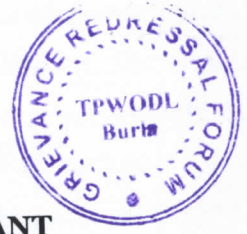


Ref: GRF/Burla/Div/SED/ (Final Order)/ 2141 Ch

Date: 30/10/24

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

1	Case No.	BRL/695/2024			
2	Complainant/s	Name & Address		Consumer No	Contact No.
		Sarbpriya Sarasamay Pradhan At-Qtr. no.E/3,Jyoti Vihar, Po-Burla, Dist- Sambalpur-768019		4133-1202-0123	7327094677
3	Respondent/s	SDO (E), Burla, TPWODL			Division S.E.D, TPWODL, Sambalpur
4	Date of Application	27.09.2024			
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	08.10.2024			
9	Date of Order	30/10/24			
10	Order in favour of	Complainant	✓	Respondent	Others
11	Details of Compensation awarded, if any.	NIL			



Place of Camp: GRF Office, Burla, TPWODL, Sambalpur.

Appeared

For the Complainant- Sarbapriya Sarasamay Pradhan

For the Respondent - SDO(Elect.), Burla, TPWODL.

GRF Case No- BRL/695/2024

- (1) Sarbapriya Sarasamay Pradhan
At-Qtr. no.E/3, Jyoti Vihar,
Po-Burla,
Dist- Sambalpur-768019
Consumer No.- 4113-1202-0123

COMPLAINANT

VRS

- (1) SDO(Elect.), Burla, TPWODL

OPPOSITE PARTY

GIST OF THE CASE

The Complainant has filed the petition in the name of Sarbapriya Sarasamay Pradhan bearing Consumer No **4113-1202-0123** under SED, TPWODL, Sambalpur stated about billing dispute-Illegal arrear in electricity bill as well as urgently reconnect the p/s.

Hence, the Complainant prayed before the Forum to consider the case for revision/rectification.

SUBMISSION OF OPPOSITE PARTY

The Opposite Party has submitted the PVR dtd. 05.10.2024 and ledger copy for the period from Apr'2014 to Apr'2024 as well as w/s dtd. 08.10.2024 in this case.

OBSERVATION

The case is pursued with all documents available in records (FG data base and Samadhan App) and merit of the case. On examining the case in details, the Forum observed that the complainant is a LT-Domestic consumer having CD 2kw with initial date of p/s 01.01.1990 as seen from the FG data base/ Samadhan App. The complainant has raised objection as mentioned in gist of the case. As verified, the complainant is residing in the quarter allotted by Registrar Sambalpur University and the allotment was communicated vide letter no. 392/Estate(208-II-RAC/V-3) – 22-23 dtd. 17.01.2023 to Sri Sarbapriya Sarasamay Pradhan, Jr. Asst. Sambalpur University. The complainant has deposited of Rs 1,282/- and Rs 59/- on 18.03.2023 vide MR no.34721218032304040002 & 147227180323WS990001 towards security deposit and processing fees after receiving the allotment letter from the competent authority. As seen the opposite party has already been issued provisional clearance certificate on 21.02.2017 but not issued final clearance certificate. It is the displeasure of the Forum that why opposite party has issued provisional clearance certificate without mentioning meter no. and readings thereon where also mentioned that ^{is cleared} clear the bill upto 27.01.2017. The activities of the opposite party is very ambiguous hence neither acceptable nor believable. The ledger is verified by this Forum where found that the actual bill was served for kwh reading of "7565" in Oct'2016 with reference to consumption recorded in meter sl no."9941796" and thereafter PL/Avg. bills were served upto Jan'2017 and zero units billing since Feb'2017 to Jul'2021 and PL bill in Feb'2023 for units of "2894". It is also seen that the kwh reading of that meter was "14458" in Apr'2023 (20.05.2023) and no reading was taken on the date of reconnection 17.03.2023. It is also a deviation done by opposite party that the p/s was reconnected on 17.03.2023 although SD was deposited on 18.03.2023 and also observed that without clearance of the dues the NDC was issued and reconnected the p/s to the above complainant. From the declaration of opposite party in w/s is very cleared that the p/s was reconnected on 17.03.2023 and from date of which the complainant has occupied the quarter physically for use of p/s. The complainant is liable to pay the dues on this

consumer no. from 17.03.2023 to onward periods but not at all liable to pay any dues upto 16.03.2023 as because the p/s neither has been used nor the quarter occupied by the above complainant. The opposite party has already been installed a new bearing sl. no. "TWSP51178491" on 06.06.2024 with mentioning the old kwh reading as "15545". The reading of "14458" kwh on 20.05.2023 is inclusive of the consumption by the complainant from 17.03.2023 to 20.05.2023 but the opposite party has failed to clarify the IMR on 17.03.2023 which was the date of reconnection of p/s. In absence of the IMR the Forum feels that the consumption from 17.03.2023 to 20.05.2023 to be taken care basing on the actual average consumption on completion of 06 months to finalised the IMR. For calculation of actual average consumption, the IMR was "14458" on 20.05.2023 and FMR as "15147" on 14.12.2023 i.e consumption of "689" units in 209 days = 3.296 per day approximately. The days from 17.03.2023 to 20.05.2023 is 65 days and the consumption = $65 \times 3.296 = 214.24$ or say 214 units hence the IMR to be taken as "14458-214=14244 units" on 17.03.2023. So, the complainant is liable to pay the bill considering IMR as "14244" kwh on 17.03.2023 and FMR as "14458" kwh on 20.05.2023 and upto 29.05.2024 the kwh reading was "15545" in the old meter and thereafter reading as per new meter and revision also done for the period from 29.05.2024 to 06.06.2024. The complainant is liable to pay the units consumed during 17.03.2023 to 29.05.2024 recorded in the old meter and subsequent periods as per new meter reading and billing thereon. The opposite party cannot claim the arrear of others to the complainant for which the complainant is also not at all liable to pay. However, the opposite party may claim the arrear to the Registrar of Sambalpur University observing all procedures and due correction as per law. Further, the calculation of fixed cost for zero billing and LD periods to be verify by the opposite party and accordingly claim to the Registrar along with other arrears on applicability.

Hence, the Forum is in the opinion that the Opposite party is liable to recast the reading taking IMR as "14244" kwh and FMR as "14458" kwh with reference to consumption recorded in meter sl. no. "9941796" for the period from 17.03.2023 to 20.05.2023 and revise the bill for the period from 29.05.2024 to 06.06.2024 taking actual average consumption of 3.296 units per day and not to claim any arrear to the complainant upto 16.03.2023 as it is the liability of the complainant to pay since 17.03.2023 not before that. Further, transfer the balance arrear amount to inoperative account and to serve the clear bill to the complainant to avoid confusion and litigation as well as take steps to recover the balance arrear from Registrar of Sambalpur University following the departmental procedures and due calculation of correct arrear including fixed cost for non-leviable periods on applicability after adjustment of already charged. The opposite party not to take any corrosive action on the ground of arrear except if arrear will be shown in between 17.03.2023 to onward periods and after serving due notice as per law.

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 as per the following guidelines:-

- i. Recast the reading taking IMR as "14244" kwh and FMR as "14458" kwh with reference to consumption recorded in meter sl. no. "9941796" for the period from 17.03.2023 to 20.05.2023 and revise the bill for the period from 29.05.2024 to 06.06.2024 taking actual average consumption of 3.296 units per day.*
- ii. Not to claim any arrear to the complainant upto 16.03.2023 as it is the liability of the complainant to pay since 17.03.2023 not before that.*


- iii. Further, transfer the balance arrear amount to inoperative account and take steps for its recovery from Registrar of Sambalpur University following the departmental procedures after due calculation of correct arrear including fixed cost for non-leviable periods on applicability after adjustment of already charged.
 - iv. Not to take any corrosive action on the ground of arrear except if arrear will be shown in between 17.03.2023 to onward periods and after serving due notice as per law.
 - v. serve the clear bill to the complainant to avoid confusion and litigation.
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) Sarbapriya Sarasamay Pradhan, At-Qtr. no.E/3, Jyoti Vihar, Po-Burla, Dist- Sambalpur-768019
 - (2) Sub-Divisional Officer (Elect.), Burla, 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 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".