

# CONSUMER GRIEVANCE REDRESSAL FORUM

ELECTRICAL CIRCLE, ROURKELA

Plot No. UU/9, Civil Township, Rourkela-769004

Phone: (0661) 2952614, E-mail: grf.rourkela@tpwesternodisha.com

## Present:

Sri Achyutananda Meher ... President  
Sri Pulakesh Dasbhaya ... Member (Finance)  
Sri Girish Ch. Mohapatra ... Co-opted Member

1	Case No.	<b>RKL/ 131 /2024</b>			
2	Complainant	Name & Address:		Consumer No:	
		Rajesh Kumar Agarwal		8141-2221-0305	
		Plot No.M/18, Area 7 & 8, At/PO- Civil Township, Rourkela-769004, Dist- Sundargarh.		Contact No.: 9861040291	
3	Respondent	Name		Division	
		SDO-I, RSED, TPWODL, Rourkela.		RSED, TPWODL, Rourkela.	
4	Date of Application	04.03.2024			
5	In the matter of-	1. Agreement / Termination	2. Billing Disputes	<input checked="" type="checkbox"/>	
		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) -			
6	Section(s) of Electricity Act, 2003 involved	42(5)			
7	OERC Regulation(s):	Clauses			
1	OERC Distribution (Licensee's Standard of Performance) Regulations,2004				
2	OERC Conduct of Business) Regulations,2004				
3	Odisha Grid Code (OGC) Regulation,2006				
4	OERC (Terms and Conditions for Determination of Tariff) Regulations,2004				
5	Others-OERC Distribution (Conditions of Supply) code, 2019	/ 157			
8	Date(s) of Hearing	07.03.2024/16.03.2024			
9	Date of Order	30.03.2024			
10	Order in favour of	Complainant	<input checked="" type="checkbox"/>	Respondent	Others
11	Details of Compensation awarded, if any.	Nil			
12	Appeared for the Complainant:		Appeared for the Respondent:		
	Sri Anand Mittal		1. Er. Sandeep Parida, SDO 2. Sri Jai Krushna Sahoo, OAG-II		

## **ORDER**

### **Brief Facts of the Case**

The present case has been registered in this forum vide Case No. 131 of 2024. Brief facts pertaining to the case are that the Complainant is a LT-Domestic consumer having consumer No. 814122210305 with contract demand of 2.00 KW.

That the Complainant has raised objection regarding continuation of billing on provisional and average basis even after permanent disconnection of his service connection.

### **Gist of Arguments made by the Parties**

During the hearings on dated 16-02-2024 and 07-03-2024, both the parties were present. The contentions made by the parties are as follows:

#### **1. Submission of the Complainant:**

- a. That, I want to bring to your kind notice that, there was a meter connection in our plot no. M-18, Civil Township, Rourkela, in the name of Rajesh Kumar Agarwal bearing cons. No. 8141-2221-0305.
- b. From the month of Aug'2014, we are not using any power supply and also not getting any bills. Our plot was a vacant land and we did not have any power supply.
- c. During Feb'2019, I had applied for a NOC from WESCO and had received the same on dated 25-02-2019 and before that, I had cleared all the pending dues of Rs.5504/- on 21-02-2019. After which the NOC was given to me from the WESCO department.
- d. After an year, i.e. during Feb'2020, I wanted to start some work on our plot no. M-18, for which I had approached the WESCO office for reconnection of power supply.
- e. But due to pandemic Covid-19, the supply could not be restored and till date there is no power supply.

He also requested the Forum to kindly withdraw all the provisional dues which are reflecting in this consumer no. and restore the power supply with the clearance of old arrears.

## 2. Reply Submission of the Respondent:

- i. The respondent produced the billing abstract from Oct'2013 to Jun'2022 with a PVR dated 06-03-2024 mentioning that there is no service connection and no meter found as site & house is demolished.
- ii. The respondent also submitted his final submission vide letter no. 68 dated 21-03-2024.
- iii. The respondent submitted that, the consumer has been billed on actual basis up to Jul'2014, thereafter provisional bill up to Nov'2014 and after 2 months fixed charges (Dec'14 and Jan'15) afterwards bill stopped from Feb'15 up to Jan'20. The consumer has cleared the amount of Rs.5504/- in Feb'2020 i.e. on 21-02-2020 the amount which stands up to actual billing done on July'2014. Security deposit amount Rs.648/- is also adjusted in Mar'19.
- iv. The respondent also submitted that, as per records, advise given for power supply for reconnection in Feb'2020 and simultaneously Meter action for Meter change. (Meter no. LW4386) is also replaced. But there is no such record found in our office for deposit of reconnection fees or with the consumer.
- v. The respondent further submitted that, as per verification report submitted by ESO Civiltownship, it is found that the house is in a dilapidated condition, there is no s/c and meter exist in the premises at present.

### **Findings and observations of the Forum**

Written/verbal Submissions made by both parties and arguments heard at length. This Forum, after hearing the parties and going through the relevant documents and provisions of law have concluded as follows:

1. That the complainant has been billed on actual meter readings up to Jul'2014 with a meter reading of "11617" of meter no. 706064 and from Aug'2014 to Nov'2014 provisional bills have been served and from Dec'2014 to Jan'2015 only fixed charges billing has been done.
2. It is noted by the forum that no bills have been raised from Feb'2015 to Jan'2020. But it is also noted that on 21-02-2019 the complainant has cleared Rs.5504.00 and a sundry amount of Rs.648.00 which has been cleared by the respondent that the sundry amount has been given as an adjustment of security deposit.

3. Again, as per submission of the respondent, provisional bills have been served from Feb'2020 to Jun'2022 without any reconnection fees paid by the complainant with a meter action form giving the meter sl. No. as LW43686.
4. As per observation noted by Forum, both these statements are contradictory. As per section 49 of Odisha Electricity Regulatory Commission Distribution (Conditions of Supply) Code, 2019 wherein it is clearly mentioned that:  
“(i) If power supply to any consumer remains disconnected for a period of two months or above for non-payment of charges or dues or non-compliance of any direction issued under this Code, and no effective steps are taken by the consumer for removing the cause of disconnection and for restoration of power supply, the agreement of the licensee/supplier with the consumer for power supply shall be deemed to have been terminated on expiry of the said period of two months, without notice provided initial period of agreement is over.  
(ii) On termination of the agreement, the licensee/supplier shall be entitled to remove the service line and other installation for supply of power from the premises of the consumer.  
(iii) After permanent disconnection, if the consumer wishes to revive the connection, then it would be treated as a fresh application for connection and would be entertained only after all outstanding dues have been cleared.  
(iv) Any subsisting agreement can be terminated or fore-closed by the consumer by giving two months' notice provided up-to-date electricity bill and fixed/demand charge for uncovered initial period of agreement are paid.”
5. In this case bills have been stopped from Feb'2015 by charging two months fixed charges from Dec'2014 to Jan'2015 and later on also security deposit has been adjusted towards arrear and payment has been made by the complainant which means agreement has been terminated.
6. Therefore, the fictitious billing again started from Feb'2020 up to Jun'2022 without any receipt of reconnection fees and also no meter installation report. The respondent has also submitted in his PVR dated 06-03-2024 that there is no service connection and no meter found at site and house is demolished. So, claiming of provisional bills from Feb'2020 is not accepted.
7. If the complainant had requested the respondent for reconnection, respondent should treat it as a fresh application for new connection.

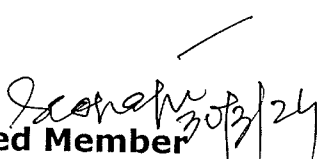
## Directions of the forum

In view of the above findings and discussions, the Forum is of the view that,

- The provisional/average bills served to the complainant from Aug'2014 to Nov'2014 (Four Months) and from Feb'2020 to Sep'2021 (Twenty Months) are to be withdrawn as per Section 157 of Odisha Electricity Regulatory Commission Distribution (Conditions of Supply) Code, 2019.
- Any adjustments done during the revision period are also to be taken in to consideration.
- DPS charged on the wrong bills are also to be withdrawn.
- The respondent is directed to treat it as new connection and do the needful as per regulation.

Matter is closed herewith and the compliance report to be submitted to the undersigned on or before dated **30-04-2024**.

*"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 Grievances Redressal Forums".*

  
**Co-Opted Member**

  
**Member (F)**

  
**President**

No. GRF/RKL/ 284<sup>(4)</sup>

Date: 30/03/2024

Certified Copy to:

- 1) The Superintending Engineer, Electrical Circle, TPWODL, Rourkela.
- 2) The Chief Legal, TPWODL, Burla.

