

BEFORE THE ELECTRICITY OMBUDSMAN

No.16 C-1, Miller Tank Bed Area (Behind Jain Hospital)
Vasanthanagar, Bengaluru-560052.

Present: S.S Pattanashetti,
Electricity Ombudsman,
Case No. OMB/H/G-311/2018
Dated 04-04-2019

In the matter of

Shri Noorahmed M.Annigeri,
R/o Plot No.13, New Gabbur, P.B Road,
Hubballi.

Represented by:

Shri Tushar M.Baddi,
“Arihant Park”, Keshwapur,
Hubballi.

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Appellant

Vs

1) The Assistant Executive Engineer (Electrical),
City Sub-Division-2, HESCOM,
Behind New English School,
Old Hubballi.

2) The Chairman/Members,
Consumer Grievance Redressal Forum,
Dharwad District, HESCOM,
Hubballi

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Respondents

1. This Application/Complaint is filed by Shri Noorahmed M.Annigeri (Appellant/Complainant), under the provisions of Clause 21.2 of the KERC (Consumer Grievance Redressal Forum and Ombudsman) Regulation 2004, in Form ‘B’ challenging the order passed by CGRF, bearing No. ಅಇಂ(ಐ)ಉಲೆನಿ/ಹಿಸ-1/ಗ್ರಾಕುಂನಿವೇ/ಕಡತ-237/ಸಿವೈಎಸ್-1102 ದಿನಾಂಕ 24-11-2018, before this Authority, by inter-alia seeking the following reliefs:

- a) To quash the final bill dated 02/01/2018 bearing No. HESCOM/CSD-2/AEE(E)AAO/SA/B-13/2017-18/4300-02 issued by the Respondent No.1;
- b) To quash the impugned order dated 24/11/2018 in case No.237, passed by Respondent No.2; and
- c) To pass any such orders as deemed fit and proper by this Authority in the nature and circumstances of the case, in the interest of justice and equity.

2. Brief facts, which are relevant to the case as claimed by the Appellant/complainant, are as follows:

- a) The Appellant/Complainant unit was set up for Industrial Activity in the year 2013 duly obtaining LT power/electricity installation license from HESCOM with an energy meter bearing RR No. MP 226888, with sanctioned load of 20 HP (Industrial Tariff) under LT5. Further, without their being interference from the Appellant, the Respondent No.1 has on his own considered the multiplying constant as 3 instead of 10 for a period of December 2013 to August 2014 and “again by mistake the multiplying factor of the meter reading was quantified as 1 instead of 10 for a period of September 2014 to May 2017” and thereby issued a Provisional Bill (Demand Notice) on 01/08/2017 to the Appellant claiming Rs 1,54,446/- towards the short claim charges with regard to missing multiplying constant for a period of previous 42 months. The Appellant unaware of this, filed the objections to the Provisional Bill before the Respondent No.1 on 26/08/2017. The Respondent No.1 without taking the aforesaid facts into consideration issued a non-speaking order (Final Bill) on 02/01/2018 affirming the claim payable by the Appellant terming it as short claim charges.

b) It is further stated that on the complaint made by the Appellant against the non-speaking order (Final Bill) issued by Respondent No.1, the Respondent No.2 without taking into account of the contentions raised by the Appellant, the Forum appreciated and confirmed the demand raised by the Respondent No.1 as short claim charges towards the usage and thereby proceeded to dismiss the complaint on 24/11/2018 filed by the Appellant. Hence, this complaint is filed before this Authority on the following grounds:

- i. In the event of a disputed claim in respect of a disputed meter, as per the KERC, Conditions of Supply clause 27.00 amended Notification dated 01/07/2010 and so also this Hon'ble Court, time and again has held that any unilateral decision about the correctness or otherwise of the meter should be referred to Competent Authority i.e., Electrical Inspector. But the Assessing Authority viz., the Respondent No.1 and thereafter the Respondent No.2, before passing the order on disputed demand has failed to do so;
- ii. The said disputed meter was thereafter tested/checked on 10/12/2013 by the HESCOM, Asst. Exe. Engineer (Ele.) L.T Meter Rating Sub-Division, and it was noted that there was an error in entering the Multiplying constant (MC), where the MC was entered as 1 instead of 10. It is evident to note that the Pre-Commissioning Test Report was generated on 10/12/2013 and same has been cross checked by the accounts staff of the Respondent No.1 office as well as the same was audited by the Internal Audit Wing at statutory levels.

- iii. It is further stated that the staff of the Respondent No.1 conducted a pre-commissioning Test of the disputed meter in the year 2013 and without application of mind the Accounts staff have wrongly entered the Multiplying constant, which clearly shows that the Respondent No.1 & 2 are passing on the liability on the innocent Appellant/consumer by covering up the negligence and so also mistake/misfeasance on his part and their officials for having not got rectified the same for over a period of 42 months, which is wholly perverse and abuse of process/jurisdiction vested in them. The Respondent No.1 has not taken all the aforesaid facts into consideration and by cryptic and non-justification, simply termed it as short claim charges which have covered up the negligence acts of the Respondent No.1 by shifting burden on the Appellant, which is wholly illegal and unsustainable under law and therefore urged to quash the impugned Demand Notice issued by Respondent No.1.
- iv. It is further stated that the HESCOM Engineer, who conducted servicing of the installation, has not issued Service Certificate. Non compliance of serving the service certificate to the Consumer itself constitutes violation of conditions of supply issued under the provisions of Section 16 of the Electricity Act, 2003.
- v. It is further stated that even assuming that the omission was inadvertent, upon having noticed that there was a deficiency in not recording correct multiplying constant at the first instance of Pre-commission test of the installation conducted by the LT Meter Rating staff on 10/12/2013, the engineer/revenue staff of the HESCOM ought to have entered the correct CT

ratio/multiplying constant and thereby ought to have brought to the notice of the consumer in respect of inclusion of CT ratios, but in this case once again certain deviations happened and corrections have been incorporated behind the back of the consumer. It is further stated that even assuming, but not admitting the liability to make up any short falls arising out of erroneous billing the procedures contemplated under clause 29.03 of Conditions of Supply have not been followed. Therefore, the officer of the HESCOM being an Assessing Officer as well, has committed a serious error by issuing a non- speaking order.

- vi. It is further submitted that the right of the HESCOM, to recover any amount from the consumer exists only when the Respondent herein have acted in accordance with the regulations issued by the Commission and not otherwise. Thereby, the HESCOM has no right to recover any amount arising out of their own commissions and omissions.
3. Both the parties were informed vide this office letter No. OMB/H/G-311/2018/D-1166 dated 19/12/2018, regarding the availability of provisions in Sub-Regulation 1 of Regulation 20 of KERC (CGRF & Ombudsman) Regulations, 2004 for settlement through conciliation and mediation and to appear before this Authority on 02/01/2019. However, they have not availed the benefit of the said provision. The case was heard on 11-01-2019, 28-01-2019 and 06-02-2019.
4. The 2nd Respondent in the impugned order dated 24/11/2018 has made the following order:

“ಸದರಿ ಪ್ರಕರಣದಲ್ಲಿ ಗ್ರಾಹಕರ ಹೇಳಿಕೆ ಹಾಗೂ ನಿಗಮದ ಅಧಿಕಾರಿಗಳ ಹೇಳಿಕೆ ಮತ್ತು ಕಡತದಲ್ಲಿಯ ಕಾಗದ ಪತ್ರಗಳನ್ನು ಪರಿಶೀಲಿಸಲಾಗಿ ಈ ಕೆಳಕಂಡ ಮಾಹಿತಿ ಕಂಡು ಬರುತ್ತದೆ.

1. ಶ್ರೀ ನೂರಅಹಮದ್ ಎಂ.ಅಣ್ಣಿಗೇರಿ, ಇವರ ಸ್ಥಾವರ ಸಂಖ್ಯೆ: MP-226888 ನೇದ್ದ ಸ್ಥಾವರವು 20 ಹೆಚ್.ಪಿ ವಿದ್ಯುತ್ ಮಂಜೂರಾತಿಯೊಂದಿಗೆ ಎಲ್.ಟಿ-5 ಜಕಾತಿಯಡಿಯಲ್ಲಿ ದಿನಾಂಕ 26/11/2013 ರಂದು ಸಂಪರ್ಕಿತಗೊಂಡಿರುತ್ತದೆ. ಸದರಿ ಸ್ಥಾವರದ ಮಾಪಕ ಸ್ಥಿರಾಂಕ K=10 ಎಂದು ಗಣಕೀಕೃತಗೊಳ್ಳದೇ ಬದಲಾಗಿ ಡಿಸೆಂಬರ್-2013 ರಿಂದ ಆಗಸ್ಟ್-2014ರ ಅವಧಿಯಲ್ಲಿ ಮಾಪಕ ಸ್ಥಿರಾಂಕ - K=3 ಮತ್ತು ಸೆಪ್ಟೆಂಬರ್-2014 ರಿಂದ ಮೇ-2017 ರವರೆಗೆ ಮಾಪಕ ಸ್ಥಿರಾಂಕ K=1 ಕ್ಕೆ ಬಿಲ್ ಮಾಡಲಾಗಿದ್ದಿರುತ್ತದೆ ಎಂ.ಆರ್.ಟಿ ರೇಟಿಂಗ್ ವರದಿಯಂತೆ ಮಾಪಕದ ಸಂಪರ್ಕದ ದಿನಾಂಕದಿಂದ ಮೇ-2017 ರವರೆಗೆ ಮಾಪಕ ಸ್ಥಿರಾಂಕ K=20 ಎಂದು ಗಣಕೀಕೃತಗೊಳ್ಳದೇ ಬದಲಾಗಿ ಮಾಪಕ ಸ್ಥಿರಾಂಕ K=10 ಬಿಲ್‌ಗಳನ್ನು ಲೆಕ್ಕೀಕರಿಸಿ ಬಿಲ್ ಮೊತ್ತ ರೂ. 1,54,446/- ಆಕರಿಸಿರುವುದು ಕಂಡು ಬರುತ್ತದೆ. ಆದರೆ ಇದು ನಿಗಮದ ಶಾಖಾಧಿಕಾರಿಗಳಿಂದ ಮತ್ತು ಮೀಟರ್ ರೀಡರ್‌ಗಳಿಂದ ಆದ ತಪ್ಪಿನಿಂದ ಆಗಿರುವುದು ಆದರೆ ನಮ್ಮಿಂದಾಗಿರುವುದಿಲ್ಲ ಆದ್ದರಿಂದ ಮಾನ್ಯರು ಎಲ್ಲಾ ಸತ್ಯಾಂಶಗಳನ್ನು ಪರಿಶೀಲಿಸಿ ತಪ್ಪಿತಸ್ಥ ಅಧಿಕಾರಿಗಳೂ ಮತ್ತು ಸಿಬ್ಬಂದಿ ವರ್ಗದವರೂ ಜವಾಬ್ದಾರರಾಗಿರುವುದರಿಂದ ಅವರಿಂದ ಶೇ 50% ರಷ್ಟನ್ನು ಪಾವತಿಸಿಕೊಳ್ಳುವಂತೆ ವೇದಿಕೆಯಲ್ಲಿ ವಿನಂತಿಸಿಕೊಂಡಿರುತ್ತಾರೆ. ಸದರಿ ಸ್ಥಾವರಕ್ಕೆ ಅಕರಿಸಿರುವ ಒತ್ತಾಯದ ಬೇಡಿಕೆಯನ್ನು ಕೈಬಿಟ್ಟು ನ್ಯಾಯ ಒದಗಿಸಿಕೊಡಬೇಕೆಂದು ಗ್ರಾಹಕರು ದಿನಾಂಕ 07/04/2018 ರಂದು ವೇದಿಕೆಗೆ ಅರ್ಜಿ ಸಲ್ಲಿಸಿರುವುದು ಕಂಡು ಬರುತ್ತದೆ.
2. ಸ್ಥಾವರ ಸಂಖ್ಯೆ MP-226888 ದಿನಾಂಕ 26/11/2013 ರಂದು 20 ಎಚ್.ಪಿ ಭಾರದೊಂದಿಗೆ ಸಂಪರ್ಕಿತಗೊಂಡಿರುತ್ತದೆ. ಸದರಿ ಸ್ಥಾವರವು ದಿನಾಂಕ 17/05/2017 ರಂದು ಶ್ರೀ ನಾಗರಾಜ ಜಕ್ಕಲಿ, ಸಹಾಯಕ ಕಾರ್ಯನಿವಾಹಕ ಇಂಜಿನಿಯರ(ಎ), ಮಾಪಕ ತಪಾಸಣಾ ವಿಭಾಗ, ಹೆಸ್ಕಾಂ, ಹುಬ್ಬಳ್ಳಿರವರಿಂದ ರೇಟಿಂಗ್‌ಗೆ ಒಳಪಟ್ಟಿರುತ್ತದೆ. ಸ್ಥಾವರದ ಮಾಪಕ ಸ್ಥಿರಾಂಕ K=10 ಎಂದು ಗಣಕೀಕೃತಗೊಳ್ಳದೇ ಬಿಟ್ಟು ಹೋಗಿರುವುದು ಖಚಿತಪಡಿಸಿಕೊಂಡು ಡಿಸೆಂಬರ್-2013 ರಿಂದ ಆಗಸ್ಟ್-2014ರ ಅವಧಿಯಲ್ಲಿ ಮಾಪಕ ಸ್ಥಿರಾಂಕ- K=3 ಮತ್ತು ಸೆಪ್ಟೆಂಬರ್-2014 ರಿಂದ ಮೇ-2017 ರವರೆಗೆ ಮಾಪಕ ಸ್ಥಿರಾಂಕ K=1ಕ್ಕೆ ಬಿಲ್‌ಮಾಡಿರುವುದು ಕಂಡು ಬರುತ್ತದೆ. ಎಂ.ಆರ್.ಟಿ ರೇಟಿಂಗ್ ವರದಿಯಂತೆ ಮಾಪಕದ ಸಂಪರ್ಕದ ದಿನಾಂಕದಿಂದ ಮೇ-2017 ರವರೆಗೆ ಮಾಪಕ ಸ್ಥಿರಾಂಕ K=10 ಬಿಲ್‌ಗಳನ್ನು ಲೆಕ್ಕೀಕರಿಸಿ, ಬಿಲ್ ಮೊತ್ತ ರೂ. 1,54,446/- ಲೆಕ್ಕೀಕರಿಸಿ, ಪತ್ರ ಸಂಖ್ಯೆ ಹೆಸ್ಕಾಂ/ನ.ಉ.ಎ-2/ಸ.ಕಾ.ನಿ.ಇಂ(ಎ)/ಸ.ಲೆ/ಹಿಸ/ಬಿ-13/2017-18/1887-88 ದಿನಾಂಕ 1/08/2017 ರಡಿಯಲ್ಲಿ ನೋಟೀಸ್ ವಿತರಿಸಿರುವುದು ಕಂಡು ಬರುತ್ತದೆ. ಸದರಿ ಮೊತ್ತವನ್ನು ವಿರೋಧಿಸಿ ಗ್ರಾಹಕರು ಆಕ್ಷೇಪಣೆ ಅರ್ಜಿಯನ್ವಯ ದಿನಾಂಕ 22/11/2017 ರಂದು ಸ.ಕಾ.ನಿ.ಇಂ(ಎ) ಮಾಪಕ ಪರಿವೀಕ್ಷಣೆಯ ವಿಭಾಗದವರ ಉಪಸ್ಥಿತಿಯಲ್ಲಿ ವಿಚಾರಣೆ ಕೈಗೊಂಡು ಸ್ಥಿರಾಂಕ ಬಿಟ್ಟುಹೋಗಿರುವುದು ಗ್ರಾಹಕರಿಗೆ ಖಚಿತಪಡಿಸಲಾಯಿತು. ಹಿಂಬಾಕಿ ಬಿಲ್ ಮೊತ್ತ ರೂ. 1,54,446/-ನ್ನು ಪಾವತಿಸುವಂತೆ ಸ.ಕಾ.ನಿ.ಇಂ(ಎ), ಕಾ ಮತ್ತು ಪಾ ಶಹರ ಉಪ ವಿಭಾಗ-2, ಹೆಸ್ಕಾಂ, ಹುಬ್ಬಳ್ಳಿರವರು ಅಂತಿಮ ಆದೇಶ ಹೊರಡಿಸಿರುವುದು ಕಂಡು ಬರುತ್ತದೆ. ಸದರಿ ಸ್ಥಾವರಕ್ಕೆ ಬೇಡಿಕೆಗೊಳಿಸಿರುವ ಮೊತ್ತವು ನಿಯಮಾನುಸಾರ ಸರಿ ಇರುತ್ತದೆ ಎಂದು ಸ.ಕಾ.ನಿ.ಇಂ(ಎ), ಕಾ ಮತ್ತು ಪಾ ಶಹರ ಉಪ ವಿಭಾಗ-2, ಹೆಸ್ಕಾಂ, ಹುಬ್ಬಳ್ಳಿರವರು ವೇದಿಕೆಗೆ ವಿನಂತಿಸಿಕೊಂಡಿರುತ್ತಾರೆ.

ಮೇಲಿನ ಎಲ್ಲಾ ಅಂಶಗಳನ್ನು ಪರಿಶೀಲಿಸಿದಾಗ, Conditions of Supply of Electricity of Distribution Licensees in the State of Karnataka ರೆಗ್ಯುಲೇಷನ್ 29.08 ಪ್ರಕಾರ ನಿಗಮದಿಂದ ಆಕರಿಸಿರುವ ಹಿಂಬಾಕಿ ಬಿಲ್ ರೂ. 1,54,446/- ಗಳನ್ನು ವಿಧಿಸಿರುವುದು ನಿಯಮಾನುಸಾರ ಸರಿ ಇರುತ್ತದೆ. ಅಲ್ಲದೇ ಈ ಮೊತ್ತ ವಸೂಲಾತಿ ಮಾಡುವಲ್ಲಿ KERC, COS Regulation-29.03ಯನ್ನು ಪಾಲನೆ ಮಾಡಿರುವುದು ಸಹ ಕಂಡುಬರುತ್ತದೆ. ಈ ಪ್ರಕರಣದಲ್ಲಿ ಗ್ರಾಹಕರು ಆಕ್ಷೇಪಿಸಿದ್ದು, ದಿನಾಂಕ 22/11/2017 ರಂದು ಉಪ ವಿಭಾಗದ ಕಛೇರಿಯಲ್ಲಿ ವಿಚಾರಣೆ ಕೈಗೊಂಡು ಸದರ ಹಿಂಬಾಕಿ ಮೊತ್ತವನ್ನು ಪಾವತಿಸುವಂತೆ ಗ್ರಾಹಕರಿಗೆ ಮನದಟ್ಟು ಮಾಡಿ, ಆದೇಶ ಸಂಖ್ಯೆ 4300-02 ದಿನಾಂಕ 02/01/2018 ನ್ನು ಹೊರಡಿಸಿ, ಗ್ರಾಹಕರಿಂದ ಡಿಸೆಂಬರ್-2013 ರಿಂದ ಮೇ-2017 ರ ಅವಧಿಯಲ್ಲಿ ಒಟ್ಟು ಹಿಂಬಾಕಿ ಮೊತ್ತ ರೂ. 1,54,446/- ಪಾವತಿಸುವಂತೆ ಗ್ರಾಹಕರಿಗೆ ತಿಳಿಸಿರುವುದು ಸರಿ ಇರುತ್ತದೆ. ಆದ್ದರಿಂದ ಈ ಮೊತ್ತವನ್ನು ಗ್ರಾಹಕರು ಪಾವತಿಸಲು ಭಾಧ್ಯಸ್ಥರಾಗಿರುತ್ತಾರೆ.

ಆದೇಶ ಸಂಖ್ಯೆ:ಅಇಂ(ವಿ)/ಉಲೆನಿ/ಹಿಸ-1/ಗ್ರಾಕುಂಕೊನಿವೇ/ಕಡತ-237/cys-1102, ದಿನಾಂಕ: 24-11-2018 ಗ್ರಾಹಕರ ಕುಂದು ಕೊರತೆ ನಿವಾರಣಾ ವೇದಿಕೆಗೆ ಆದೇಶ ಸಂಖ್ಯೆ ಹೆಸ್ಕಾಂ/ಜಿಎಂ(ಟಿ)/ಇಇ-4/ಎಟ/13-14/ಸಿವೈಎಸ್-769 ದಿನಾಂಕ:16-07-2013 ರನ್ವಯ ಹಾಗೂ ಹೆಸ್ಕಾಂ/ಜಿಎಂ(ಟಿ)/ಇಇ-4/ಎಟ/16-17/ಸಿವೈಎಸ್-3851 ದಿನಾಂಕ:28-01-2017 ಮತ್ತು ಹೆಸ್ಕಾಂ/ಜಿಎಂ(ಟಿ)/ಇಇ-4/ಎಟ/15-16/ಸಿವೈಎಸ್-916 ದಿನಾಂಕ:13-06-2018ರನ್ವಯ ದತ್ತವಾದ ಅಧಿಕಾರವನ್ನು ಚಲಾಯಿಸಿ ಈ ಕೆಳಗಿನಂತೆ ಆದೇಶಿಸಲಾಗಿದೆ.

1. ಗ್ರಾಹಕರ ಮನವಿಯನ್ನು ಪುರಸ್ಕರಿಸಲಾಗಿಲ್ಲ.
5. The Respondent-1 has filed parawise reply on the points raised by the Appellant vide letter dated 07/01/2019 and 28/01/2019, by inter-alia stating that they have duly followed the procedure and claimed only difference of Energy bill of Rs 1,54,446/- which is left out while computing, the meter constant. Hence the Consumer of R.R No. MP226888 is liable to pay the difference amount to HESCOM.
6. The Appellant's Representative, further relied on the decision of the Hon'ble High Court of Karnataka in case No. 1991 (1) Kar. L.J 313(DB): ILR 1991 Kar.909(DB) – Karnataka Electricity Board and another Vs Topasa Ramasa Patil – “Dispute regarding correctness of a meter installed in the consumer premises” wherein it was held that “in case of under recording board to raise dispute before Electrical Inspector, in case of over recording consumer being the

effected party, he should raise the dispute, once such dispute is raised modification of bill should await decision of the Electrical Inspectorate,”. He further contended that having regard to the fact, that the meter was allegedly recording incorrect from the very first date of service namely 10th December 2013 and subsequently a back billing was raised is patently illegal in the eyes of law, also having regard to the fact that recovery proceedings were initiated during the year 2017 after a lapse of nearly 4 years the claim itself is barred by limitation.

7. The Appellant/Complainant is a registered consumer, who has established an industrial unit in the year December 2013, with power installation license from HESCOM with LT installation bearing R.R.No. MP 226888 with sanctioned load of 20HP under LT-5(Industrial Tariff) with CT Ratio 50/5, Meter Constant K10 LT Rating. A.E inspected this installation and submitted report No.1234 dated 17-05-2017, wherein he mentioned that the Meter constant for this installation is K10, whereas in the Electricity Bill issued to the Consumer it has been mentioned as K10. The installation connection was checked from the date of power connection and it was found that from December 2013 to August 2014 period the Meter Constant has been taken as K3 and for the period from September 2014 to May 2017 the Meter constant has been taken as K1. A notice was issued to the Consumer on 01-08-2017 enclosing the calculation sheet and asking the consumer to pay back billing charges of Rs 1,54,446/-. The consumer filed his objection dated 05-09-2017 to the Back Billing Charges through his Representative. A hearing was conducted on 22-11-2017 in the presence of A.E

Meter Rating Sub-division, HESCOM and Representative of the Consumer. The Representative of the Consumer was made aware that due to oversight the meter constant was taken as 3 for the period from December 2013 to August 2014 and K1 instead of K10 for the period from September 2014 to May 2017.

8. The procedure for adjustment of erroneous bills is contained in clause 29.08 of Conditions of Supply of Electricity of Distribution Licensees in the State of Karnataka which reads as follows:

29.08 ADJUSTMENT OF ERRONEOUS BILLS

“a) At any time during verification of the Consumer’s account, if any short claims caused by erroneous billing are noticed, the Consumer is liable to pay the difference. The Licensee shall follow the procedure laid down under clause 29.03 in such cases for preferring the supplemental claims. However, the Licensee shall not recover any arrears after a period of 2 years from the date when such sum became first due, unless such sum has been shown continuously in the bill as recoverable as arrears of the charges of electricity supplied.

In case the verification of the Consumer’s account shows excess claims made in the past, the excess amount shall be credited to the Consumer’s account along with the interest at Bank Rate from the date of payment upto the date of credit. This shall be done within one month from the date of pointing out the excess claims. If for any reason there is delay in crediting the amount to the Consumer’s account, interest at 2% per month shall be paid to the Consumer for the period beyond two months”.

b) when the difference is payable by the Consumer, claims shall be made by a separate supplemental bill furnishing all the relevant details with a 15 days notice as indicated in Clause 29.03”.

The procedure laid down under clause 29.03 of the same Conditions of Supply of Electricity of Distribution Licensees in the State of Karnataka is reproduced below:

29.03 “Supplemental Claims: For preferring the supplemental claims, the Licensee shall serve a provisional Assessment order with 15 days’ notice to the Consumer to file his objections, if any, against the provisional Assessment order on account of faulty meter or short claims caused due to erroneous billing and obtain his reply. After considering the objections of the Consumer, the Licensee shall issue the final order. The consumer shall be intimated to make the payment within 15 days of the date of intimation, failing which, the power supply to the installation shall be disconnected and such amount shall be deemed to be arrears of electricity charges. The Licensee shall indicate in the final order, the provisions of K.E.R.C (Consumer Grievance Redressal Forum and Ombudsman) Regulations, 2004”.

9. The Respondent-1/Assistant Executive Engineer has issued a letter dated 01-08-2017 to the Appellant, enclosing the calculation sheet and asking him to pay Rs 1,54,446/-. He calls this s a provisional notice. It is not mentioned as provisional notice in the letter, it does not call for objections, but only asks him to pay Rs 1,54,446/-. This letter does not fulfill the requirement of a provisional notice as required under clause 29.03 of Conditions of Supply of Electricity of Distribution Licensees in the State of Karnataka.

10. From the records submitted by both the parties before this authority at the time of hearing, it is observed that Provisional Assessment Order with 15 days' notice to the consumer to file his objections, if any, against the Provisional Assessment Order on account of short claims caused due to erroneous billing has not been followed. The Respondent-1 has not followed the prescribed procedure for preparing supplemental bill as enshrined in law to that effect. There is a legal flaw in the final order issued by the Assistant Executive Engineer/Respondent-1.
11. Respondent-2/CGRF without taking into account the above lapses has rejected the complaint of the Appellant/Complainant in their order dated 24-11-2018.
12. For the foregoing reasons, I proceed to pass the following orders:

No. OMB/H/G-311/2018/D-

Dated 04-04-2019

O R D E R

- 1) The order of CGRF-Dharwad District bearing No. ಅಇಂ(ಎ) ಉಲೆನಿ /ಹಿಸ-1/ಗ್ರಾಕುಂನಿವೇ/ಕಡತ-237/ಸಿವೈಎಸ್-1102 ದಿನಾಂಕ 24-11-2018 is quashed;
- 2) The matter is remanded back to Respondent-1 to strictly follow the procedure laid down in Clause 29.03 and 29.08 of Conditions of Supply of Electricity and pass a proper speaking order.

Sd/-
(S.S Pattanashetti)
Electricity Ombudsman.

- 1) Shri Noorahmed M. Annigeri,
R/o Plot No.13, New Gabbur, P.B Road,
Hubballi.
- 2) Shri Tushar M. Baddi,
Advocate,
“Arihant Park”, Keshwapur,
Hubballi.
- 3) The Assistant Executive Engineer (Electrical),
City Sub-Division-2, HESCOM,
Behind New English School,
Old Hubballi.
- 4) The Chairman,
CGRF, Dharwad District,
Superintending Engineer (Ele.)
HESCOM,
Hubballi.
- 5) PS to Hon’ble Chairman, KERC
- 6) PS to Hon’ble Member (A), KERC
- 7) PS to Hon’ble Member (M), KERC
- 8) PS to Secretary, KERC.

