

**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-313/2018**

**Dated 25-04-2019**

In the matter of

Smt. Uma A.Puranik,  
W/o Deceased Shri Anand Puranik,  
R/o Special Plot No.1, KSSIDC,  
Lakmanahalli,  
Dharwad.

Represented by:  
Shri Tushar M.Baddi,  
Arihant Park, Keshwapur,  
Hubballi-580023. -

Appellant

Vs

- 1) The Assistant Executive Engineer (Electrical),  
City Sub-Division-1, HESCOM,  
Vidyagiri, Dharwad.
- 2) The Chairman, CGRF, Dharwad District,  
O/o of the Superintendent Engineer (Elec.)  
O & M Circle, HESCOM Shivaganga Layout,  
Kusugal Road,  
Hubballi. -

Respondents

1. This Application/Complaint is filed by Smt. Uma A.Puranik W/o Deceased Shri Anand Puranik (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 Dharwad District,

bearing No. ಅಇಂ(ವಿ)ಉಲೆನಿ/ಹಿಸ-1/ಗ್ರಾಕುಂಕೊನಿವೇ/ಕಡತ-234/ಸಿವೈಎಸ್-1100 dated 24-11-2018, before this Authority, by inter-alia seeking the following reliefs:

- a) To quash the final bill dated 08/02/2018 bearing No.424/CSD-1/AEE(E)/AAO/SA/JA/7078-80 issued by the Respondent No.1;
- b) To quash the impugned order dated 24/11/2018 in case No.234, passed by Respondent No.2;
- c) To pass any other orders as this Hon'ble Authority deems fit and proper 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 are as follows:

- a) The Appellant/complainant unit was set up for Industrial Activity in the year 1992 duly obtaining power/electricity installation license from HESCOM with an energy meter bearing RR No. MP 16172 with sanctioned load of 9 HP + 520 Watts (Industrial Tariff) under LT5. Further, the load was enhanced by 30 HP + 360 Watts Accordingly the load was total to the tune of 39 HP + 940 Watts on 16/06/2008. Thereafter the appellant was using the electricity supplied to the installation and regularly paying the electricity bills without any default. Further, without their being interference from the Appellant, the Respondent No.1 has on his own considered the multiplying constant as 10 instead of 20, as alleged for a period of February 2008 to July 2017” and thereby issued a Provisional Bill (Demand Notice) on 19/07/2017 to the Appellant claiming Rs 3,57,808/- categorizing the same as short claim charges with regard to missing multiplying constant for a period of previous 9 years 5

months. The Appellant unaware of this, filed the objections to the Provisional Bill before the Respondent No.1 on 08/08/2017. The Respondent No.1 without taking the aforesaid facts into consideration issued a non-speaking order (Final Bill) on 08/02/2018 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 before R-2 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, issued an interim order to collect 50% of the impugned demand for restoration of supply contrary to KERC (CGRF & Ombudsman Regulation) 2004 & the Electricity Act, 2003 as the communication is without Authority of law. Accordingly, the Appellant remitted 50% of the disputed amount with Respondent No.1 i.e., Rs. 1,80,000/- vide Receipt No. 383380037849 on 27/04/2018 and confirmed the payment. The supply was restored. Further Respondent No.2 confirmed the demand raised by 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 the 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 a 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 have failed to do so;
- ii. The said disputed meter was thereafter tested/checked on 16/6/2008, 10/8/2009, 16/8/2011, 18/01/2015, 21/07/2015 by the HESCOM, Asst. Exe. Engineer (Ele.) L.T Meter Rating Sub-Division, and it was only alleged to be noted on 01/04/2017 that there was an error in entering the Multiplying Constant (MC), where the MC was entered as 10 instead of 20. It is evident to note that the Pre-Commissioning Test Report was generated on 16/06/2008 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 intervals.
  - 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 2008 and without application of mind the Accounts staff have wrongly entered the Multiplying Constant, which is forthcoming from the report dated 01/04/2017 and thereafter issuing of final bill, 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 their part and their officials for having not got rectified the same for over a period of 9 years and 5 months which is wholly perverse and abuse of process/jurisdiction vested in them. It is alleged that the Respondent No.1 acting as Assessing Officer has not at all taken 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. Therefore, the impugned demand notice issued by the Respondent No.1 is liable to be quashed.

- iv. 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.
- v. Even assuming but not admitting that there exists a liability to pay back billing charges the liability could not have been more than six months prior to the detection of incorrect reading in terms of regulation 28.02 of the Indian Electricity Act, 1910; wherein the maximum period for back billing shall not be more than six months, however in the present case the back billing has been raised for a period in excess of six months.
- vi. It is further stated that the installation of meter and metering equipment was done by the Respondent licensee and they used to physically verify the metering equipment including CT on various occasions and nothing wrong was ever found by them. Necessary entries regarding installation of meter and CTs were made by the Respondents and the Appellant has no authority to interfere in any manner in these acts. It is proved fact that the fault is on the part of the licensee at each and every stage.

3. Both the parties were informed vide this office letter No. OMB/H/G/G-313/2018/D-1167 dated 24/12/2018, regarding 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 09/01/2019. However, they have not availed the benefit of the said provision.
4. The 2<sup>nd</sup> 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. ಸ್ಥಾವರ ಸಂಖ್ಯೆ: MP-16172 ಶ್ರೀ ಅನಂದ ಪುರಾಣಿಕ್, ಇವರ ಹೆಸರಿನಲ್ಲಿ ಸಂಪರ್ಕಿತಗೊಂಡಿದ್ದು, ಸದರಿ ಸ್ಥಾವರದ ಮಾಪಕವನ್ನು ದಿನಾಂಕ 03/07/2017 ರಂದ ಮಾಪಕ ತಪಾಸಣಾ ಉಪ ವಿಭಾಗ, ಹೆಸ್ಕಾಂ, ಧಾರವಾಡರವರ ಪರಿಶೀಲನೆಗೆ ಒಳಪಟ್ಟಿದ್ದು, ಸದರಿಯವರ ವರದಿಯನ್ವಯ ಮಾಪಕದ ಸ್ಥಿರಾಂಕ K=20 ಎಂದು ಗಣಕೀಕೃತಗೊಳ್ಳದೇ ಬದಲಾಗಿ ಮಾಪಕ ಸ್ಥಿರಾಂಕ K=10ಕ್ಕೆ ಬಿಲ್ ಮಾಡಿರುವುದು ಕಂಡು ಬರುತ್ತದೆ. ಎಂ.ಆರ್.ಟಿ ರೇಟಿಂಗ್ ವರದಿಯಂತೆ ಫೆಬ್ರವರಿ-2008 ರಿಂದ ಜುಲೈ-2017ರ ಅವಧಿಗೆ ಮಾಪಕ ಸ್ಥಿರಾಂಕ K=20ರಲ್ಲಿ ಬಿಲ್‌ಗಳನ್ನು ಲೆಕ್ಕಕರಿಸಿ ಬಿಲ್ ಮೊತ್ತ ರೂ. 3,57,808/-ಗಳಿಗೆ ಬೇಡಿಕೆ ಆಕರಿಸಿರುತ್ತಾರೆ. ಆದರೆ ಇದು ನಿಗಮದ ಶಾಖಾಧಿಕಾರಿಗಳಿಂದ ಮತ್ತು ಮೀಟರ್ ರೀಡರ್‌ಗಳಿಂದ ಆದ ತಪ್ಪಿನಿಂದ ಆಗಿರುವುದು ಆದರೆ ನಮ್ಮಿಂದಾಗಿರುವುದಿಲ್ಲ ಆದ್ದರಿಂದ ಮಾನ್ಯರು ಎಲ್ಲಾ ಸತ್ಯಾಂಶಗಳನ್ನು ಪರಿಶೀಲಿಸಿ ತಪ್ಪಿತಸ್ಥ ಅಧಿಕಾರಿಗಳೂ ಮತ್ತು ಸಿಬ್ಬಂದಿ ವರ್ಗದವರೂ ಜವಾಬ್ದಾರಾಗಿರುವುದರಿಂದ ಅವರಿಂದ ಶೇ 50% ರಷ್ಟನ್ನು ಪಾವತಿಸಿಕೊಳ್ಳುವಂತೆ ವೇದಿಕೆಯಲ್ಲಿ ವಿನಂತಿಸಿಕೊಂಡಿರುತ್ತಾರೆ. ಸದರಿ ಸ್ಥಾವರಕ್ಕೆ ಅಕರಿಸಿರುವ ಒತ್ತಾಯದ ಬೇಡಿಕೆಯನ್ನು ಕೈಬಿಟ್ಟು ನ್ಯಾಯ ಒದಗಿಸಿಕೊಡಬೇಕೆಂದು ಗ್ರಾಹಕರು ದಿನಾಂಕ 19/02/2018 ರಂದು ವೇದಿಕೆಗೆ ಅರ್ಜಿ ಸಲ್ಲಿಸಿರುವುದು ಕಂಡು ಬರುತ್ತದೆ.
2. ಸ್ಥಾವರ ಸಂಖ್ಯೆ MP-16172 ನೇದ್ದ ಸ್ಥಾವರವು ಶ್ರೀ ಅನಂದ ಪುರಾಣಿಕ್, ಇವರ ಹೆಸರಿನಲ್ಲಿ ಸಂಪರ್ಕಿತಗೊಂಡಿದ್ದು, ಸದರಿ ಸ್ಥಾವರವು ದಿನಾಂಕ 03/07/2017ರಂದು ಶ್ರೀಮತಿ ನಂದಾ ಮರಡಿ, ಸಹಾಯಕ ಕಾರ್ಯನಿರ್ವಾಹಕ ಇಂಜಿನಿಯರ್(ವಿ), ಮಾಪಕ ತಪಾಸಣಾ ಉಪ ಇವಿಭಾಗ, ಹೆಸ್ಕಾಂ, ಧಾರವಾಡ ರವರಿಂದ ರೇಟಿಂಗ್‌ಗೆ ಒಳಪಟ್ಟಿರುತ್ತದೆ. ದಿನಾಂಕ 20/02/2008 ಹೆಚ್ಚುವರಿ ಭಾರ ದಿನಾಂಕದಿಂದ ಜುಲೈ-2017 ರವರೆಗೆ ಸ್ಥಾವರದ ಮಾಪಕ ಸ್ಥಿರಾಂಕ K=20 ಫೆಬ್ರವರಿ-2008 ರಿಂದ ಸ್ಥಿರಾಂಕ K=10ಕ್ಕೆ ಬಿಲ್ ಮಾಡಲಾಗಿದ್ದಿರುತ್ತದೆ ಎಂ.ಟಿ.ಆರ್ ರೇಟಿಂಗ್ ವರದಿಯಂತೆ ಫೆಬ್ರವರಿ-2008 ರಿಂದ ಜುಲೈ-2017 ರವರೆಗೆ ಮಾಪಕ ಸ್ಥಿರಾಂಕ ಬಿಲ್‌ಗಳನ್ನು ಲೆಕ್ಕಕರಿಸಿ ಬಿಲ್ ಮೊತ್ತ ರೂ. 3,57,808/- ಲೆಕ್ಕಕರಿಸಿ, ಪತ್ರ ಸಂಖ್ಯೆ 2770-73 ದಿನಾಂಕ19/07/2017 ರಡಿಯಲ್ಲಿ ಗ್ರಾಹಕರಿಗೆ ನೋಟೀಸ್ ವಿತರಿಸಿರುವುದು ಕಂಡು ಬರುತ್ತದೆ. ನೋಟೀಸ್‌ಗೆ ಗ್ರಾಹಕರು ಅಕ್ಷೇಪಣೆ ಅರ್ಜಿ ಸಲ್ಲಿಸಿದ್ದು, ಸದರಿ ಅಕ್ಷೇಪಣೆ ಅರ್ಜಿಯನ್ವಯ ದಿನಾಂಕ 22/11/2017 ರಂದು ಶ್ರೀಮತಿ ನಂದ ಮರಡಿ, ಸ.ಕಾ.ನಿ.ಇಂ(ವಿ) ಮಾಪಕ ಪರಿವೀಕ್ಷಣೆಯ ಉಪ ವಿಭಾಗ, ಹೆಸ್ಕಾಂ, ಧಾರವಾಡ ಮತ್ತು ಶ್ರೀ ಜಿ.ಎನ್.ಬಾಸುತಕರ ಶಹರ, ಉಪ ವಿಭಾಗ-1, ಹೆಸ್ಕಾಂ, ಧಾರವಾಡ, ಸಹಾಯಕ ಲೆಕ್ಕಾಧಿಕಾರಿ

(ಪ್ರಭಾರಿ) ರವರ ಉಪಸ್ಥಿತಿಯಲ್ಲಿ ವಿಚಾರಣೆ ಕೈಗೊಂಡು ದಿನಾಂಕ 20/02/2018 ದಿಂದ Normal ಜಕಾತಿಯ ದರದಲ್ಲಿ ಕಂಡು ಹಿಡಿದು ಲೆಕ್ಕೀಕರಿಸಿದ ತಾತ್ಕಾಲಿಕ ಬಿಲ್ಲು ರೂಪಾಯಿ 3,57,808/- ವನ್ನು ಸಂಪೂರ್ಣವಾಗಿ Under Protest ಅಥವಾ ಕಂತುಗಳಲ್ಲಿ ಪಾವತಿಸುವ ಅವಕಾಶದ ಸದುಪಯೋಗವನ್ನು ಪಡೆದುಕೊಂಡು ಗ್ರಾಹಕರು ಕಂದಾಯ ಕೊರತೆ ಮೊತ್ತವನ್ನು ಸಂಪೂರ್ಣವಾಗಿ ಪಾವತಿಸಬೇಕೆಂದು ಸಹಾಯಕ ಕಾರ್ಯನಿರ್ವಾಹಕ ಇಂಜಿನಿಯರ(ವಿ) ಕಾ ಮತ್ತು ಪಾ ಶಹರ ಉಪ ವಿಭಾಗ-1, ಹೆಸ್ಕಾಂ, ಧಾರವಾಡರವರು ಆದೇಶ ಸಂಖ್ಯೆ: 7078-80 ದಿನಾಂಕ 08/02/2018 ರಲ್ಲಿ ಅಂತಿಮ ಆದೇಶ ಹೊರಡಿಸಿರುವುದು ಕಂಡು ಬರುತ್ತದೆ. ಸದರಿ ಸ್ಥಾವರಕ್ಕೆ ಬೇಡಿಕೆಗೊಳಿಸಿರುವ ಮೊತ್ತವು ನಿಯಮಾನುಸಾರ ಸರಿ ಇರುತ್ತದೆ ಎಂದು ಸ.ಕಾ.ನಿ.ಇಂ (ವಿ), ಕಾ ಮತ್ತು ಪಾ ಶಹರ ಉಪ ವಿಭಾಗ-2, ಹೆಸ್ಕಾಂ, ಹುಬ್ಬಳ್ಳಿರವರು ವಿಚಾರಣೆಯ ಸಮಯದಲ್ಲಿ ವೇದಿಕೆಗೆ ವಿನಂತಿಸಿಕೊಂಡಿರುತ್ತಾರೆ.

ಮೇಲಿನ ಎಲ್ಲಾ ಅಂಶಗಳನ್ನು ಪರಿಶೀಲಿಸಿದಾಗ, Conditions of Supply of Electricity of Distribution Licensees in the State of Karnataka ರೆಗ್ಯೂಲೇಷನ್ 29.08 ಪ್ರಕಾರ ನಿಗಮದಿಂದ ಆಕರಿಸಿರುವ ಬಿಂಬಾಕಿ ಬಿಲ್ ರೂ. 3,57,808/-ಗಳನ್ನು ವಿಧಿಸಿರುವುದು ನಿಯಮಾನುಸಾರ ಸರಿ ಇರುತ್ತದೆ. ಅಲ್ಲದೇ ಈ ಮೊತ್ತ ವಸೂಲಾತಿ ಮಾಡುವಲ್ಲಿ KERC, COS Regulation-29.03ಯನ್ನು ಪಾಲನೆ ಮಾಡಿರುವುದು ಸಹ ಕಂಡುಬರುತ್ತದೆ. ಈ ಪ್ರಕರಣದಲ್ಲಿ ಗ್ರಾಹಕರು ಆಕ್ಷೇಪಿಸಿದ್ದು, ದಿನಾಂಕ 19/12/2017 ರಂದು ಉಪ ವಿಭಾಗದ ಕಛೇರಿಯಲ್ಲಿ ವಿಚಾರಣೆ ಕೈಗೊಂಡು ದಿನಾಂಕ 20/02/2018 ದಿಂದ Normal ಜಕಾತಿಯ ದರದಲ್ಲಿ ಕಂಡುಹಿಡಿದು ಲೆಕ್ಕೀಕರಿಸಿದ ತಾತ್ಕಾಲಿಕ ಬಿಲ್ಲು ರೂಪಾಯಿ 3,57,808/-ವನ್ನು ಸಂಪೂರ್ಣವಾಗಿ Under Protest ಅಥವಾ ಕಂತುಗಳಲ್ಲಿ ಪಾವತಿಸುವ ಅವಕಾಶದ ಸದುಪಯೋಗವನ್ನು ಪಡೆದುಕೊಂಡು ಗ್ರಾಹಕರು ಕಂದಾಯ ಕೊರತೆ ಮೊತ್ತವನ್ನು ಸಂಪೂರ್ಣವಾಗಿ ಪಾವತಿಸಬೇಕೆಂದು, ಆದೇಶ ಸಂಖ್ಯೆ 7078-80 ದಿನಾಂಕ 08/02/2018 ರಲ್ಲಿ ಅಂತಿಮ ಆದೇಶ ಹೊರಡಿಸಿ, ಗ್ರಾಹಕರಿಂದ ಒಟ್ಟು ಹಿಂಬಾಕಿ ಮೊತ್ತ ರೂ. 3,57,808/- ಗಳನ್ನು ಪಾವತಿಸುವಂತೆ ಗ್ರಾಹಕರಿಗೆ ತಿಳಿಸಿರುವುದು ಸರಿ ಇರುತ್ತದೆ. ಆದ್ದರಿಂದ ಈ ಮೊತ್ತವನ್ನು ಗ್ರಾಹಕರು ಪಾವತಿಸಲು ಭಾಧ್ಯಸ್ಥರಾಗಿರುತ್ತಾರೆ.

**ಆದೇಶ ಸಂಖ್ಯೆ:ಅಇಂ(ವಿ)/ಉಲೆನಿ/ಹಿಸ-1/ಗ್ರಾಕುಂಕೊನಿವೇ/ಕಡತ-234/cys-1100, ದಿನಾಂಕ: 24-11-2018** ಗ್ರಾಹಕರ ಕುಂದು ಕೊರತೆ ನಿವಾರಣಾ ವೇದಿಕೆಗೆ ಆದೇಶ ಸಂಖ್ಯೆ ಹೆಸ್ಕಾಂ/ಜಿಎಂ(ಟಿ)/ಇಇ-4/ಎಓ/13-14/ಸಿವೈಎಸ್-769 ದಿನಾಂಕ:16-07-2013 ರನ್ವಯ ಹಾಗೂ ಹೆಸ್ಕಾಂ/ಜಿಎಂ(ಟಿ)/ಇಇ-4/ಎಓ/16-17/ಸಿವೈಎಸ್-3851 ದಿನಾಂಕ:28-01-2017 ಮತ್ತು ಹೆಸ್ಕಾಂ/ಜಿಎಂ(ಟಿ)/ಇಇ-4/ಎಓ/15-16/ಸಿವೈಎಸ್-916 ದಿನಾಂಕ:13-06-2018ರನ್ವಯ ದತ್ತವಾದ ಅಧಿಕಾರವನ್ನು ಚಲಾಯಿಸಿ ಈ ಕೆಳಗಿನಂತೆ ಆದೇಶಿಸಲಾಗಿದೆ.

1. ಗ್ರಾಹಕರ ಮನವಿಯನ್ನು ಪುರಸ್ಕರಿಸಲಾಗಿಲ್ಲ.

5. A Notice was issued to both the parties vide this office letter No. OMB/H/G-313/2018/D-1167 dt. 24/12/2018 to appear before this authority and put forth their arguments. And the case was listed for hearing on 11/01/2019, 28/01/2019, 06/02/2019.

6. Heard both the parties. The Respondent-1 has filed statement of objections vide letter dated 02/01/2019, by inter-alia stating as follows:
- a) As per Executive Engineer (Elec.) CSC, HESCOM, Dharwad letter dated 21/01/2008, the Consumer was intimated to purchase the appropriate capacity of CTs and TP box; but Consumer has not adhered to this and thus misguided to HESCOM by installing CTs of 100/5 Capacity instead of 50/5 and there is No Name Plate made available in the spot for inspection to AEE, Elec. LTMR Sub-division, HESCOM, Dharwad on 16/08/2011, as per Rating Report No. 10082 dated 16/08/2011 due to which the said rating report the AEE, Elec. LTMR Sub-division, HESCOM, Dharwad has made forcibly to write as action to be taken by O & M Wing as “Existing CTs are of Ratio “NNP” clause, thus the Consumer has made the Officer of Licensee to commit the fault;
  - b) The LTMR Division inspected the meter on 03/07/2017 and found reported that “existing CT’s were sent to MT Lab for testing as per rating report No. 2026 dated 01/04/2017 CT details are not visible to conform meter constant K” and accordingly the AEE(Ele.) sent 3 CTS to MT lab for testing on 3/7/2017 and thereby the testing authority sent report on 5/7/2017 that the CT ratio of meter was fixed 100/5 but no name plate on CT’s and therefore, the supplemental claims is claimed for Rs 3,57,808/- which is different amount and provisional bill to make payment is sent to Consumer vide letter No. 2770-73 dated 19/07/2017 as per KERC ES & D Code Clause 29.03 and an opportunity was given to the Consumer to file an objection within 15 days for which



instead of filing objection, the Appellant requested to waive off the supplemental claim of Rs 3,57,808/-, to this a reply was sent vide letter dated 11/10/2017 by intimating no such provision to waive off the supplemental claim of Rs 3,57,808/-;

- c) The Respondents have observed and acted in accordance with the Regulations of KERC ES & D Code Clause 29.03 issued by the Commission, and the final bill was issued to the Registered Consumer by intimating to make payment within 15 days of the date of intimation and for complaint of bill made in writing the Consumer was intimated that the amount of such bill shall be paid under protest, failing which such amount shall be deemed to be arrears of electricity charges and the Licensee is not responsible for whatever business is running by the consumer or by his tenant in the installation serviced tariff;
- d) The Respondent further relied on the decision of this Authority, in the case of M/s Anriya Dwellington Apartment Association V/s the AEE, BESCO, order dated 08/09/2014 in Case No. OMB/B/G-182/2014/407, wherein it was held that, “the Board has every right to recover the difference amount where the Supply company has not multiplying the constant 10 correctly”, and the decision was challenged before the Hon’ble High Court of Karnataka by filing Writ Petition bearing W.P No. 45450/2014, wherein it was held that “the mistake in computing the units of consumption, the difference amount is liable to be paid by the Consumer” and therefore, the ground raised by the Appellant in the Appeal, which are not the grounds which were urged before the CGRF. Therefore, the appeal is liable to be dismissed.

7. The Appellant's Representative has filed Additional Memo dated 06/02/2019, which is taken on record, by inter-alia stating that the licensee is to conduct a business under Section 61 of the Electricity Act, and it should be done on commercial principles, the Appellant herein is a person who is engaged in a manufacturing unit and whatever income was derived from the aforesaid unit is assessed and Tax on Income is remitted in the respective financial years, now if the Respondent claims illegal additions and disallowances arbitrarily and vexatiously from the Appellant to the tune of Rs 3,57,808/- which is an imaginary until proven, the Respondent assumed the figure without any basis or reasons valid and justifiable in law. He further contended that the Respondent/s have confirmed that neither of them has any evidence, record, document or proof to substantiate the supplemental claims made in the orders passed and in spite of there being no evidence and no proof whatsoever is alleged, the Respondent/s have vexatiously and in a malafide manner resorted to an arbitrary claim for extraneous reasons solely to cause hardship and harassment to the Appellant. As a result of the illegal action of additional claims made by the Respondent No.2 without any justification valid in law and also by confirming the illegal claims and disallowances made by the Respondent No.1 without any basis or justification and without any application of mind in a fair and objective manner. Therefore, the Appellant has urged the Authority to set aside and quash the entire demand as well as the impugned order of Respondent No.2. He has relied on sub-clause (vi) of clause 4.08 Commencement of Supply in the

Conditions of Supply, where the Respondent No.1 is trying to show that they have issued the Service Certificate duly mentioning all the parameters as prescribed under the regulations, and therefore prayed the Authority to direct the Respondent No.1 to place on record such service certificate issued in terms of aforesaid clause. He further contended that the meter card for recording the meter as contemplated under clause 4.9 of Conditions of Supply is not maintained by the consumer, and this submission is contrary to the aforesaid regulations and liable to be viewed seriously, and therefore prayed to observe the principle of natural justice.

8. In view of the above facts, the issue arising for consideration before this Authority is whether the Respondent-1 AEE was right in issuing provisional supplementary demand notice, for payment of Rs 3,57,808/-.
9. The Appellant/Complainant is a registered consumer, who has established an industrial unit in the year 1992, with power installation license from HESCOM with LT installation bearing R.R. No. MP 16172 with sanctioned load of 9 HP+ 520 Watts (Industrial Tariff) under LT-5. The installation connection was checked from the date of power connection and it was found that the multiplying constant was considered as 10 instead of 20 for the period from Feb. 2008 to July 2017. A notice was issued to the Consumer on 19/07/2017 claiming Rs 3,57,808/- towards short claim charges with regard to missing multiplying constant for a period of previous 9 years 5 months, enclosing the calculation sheet and asking the consumer to pay Back Billing

Charges of Rs 3,57,808/-. The consumer filed his objection dated 08-08-2017 to the Back Billing Charges through his Representative. On 08-02-2018 the Respondent-1 issued a Final Bill, confirming the claim payable by the Appellant terming it as short claim charges. The final order passed by Respondent-1 was challenged by the Appellant before the CGRF Respondent-2. A hearing was conducted on 19-02-2018 and interim order was issued to collect 50% of the impugned demand for restoration of supply and accordingly, the Consumer remitted 50% of the disputed amount of Rs 1,80,000/- vide Receipt No. 383380037849 dated 27-04-2018, and the supply was restored. The CGRF/Respondent-2 passed its order on 24-11-2018 rejecting the complaint of the Appellant. There after, the order dated 24-11-2018 passed by CGRF/Respondent-2 was challenged by the Appellant before this Authority.

10. 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”.

11.The Respondent-1/Assistant Executive Engineer has issued a letter dated 19-07-2017 to the Appellant, enclosing the calculation sheet and asking him to pay Rs 3,57,808/-. He calls this as 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 3,57,808/-. 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.

12.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.

13.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.

14.For the foregoing reasons, I proceed to pass the following orders:

**No. OMB/H/G-313/2018/D-1267**

**Dated 25-04-2019**

**O R D E R**

1) The order of CGRF-Dharwad District bearing No. ಅಇಂ(ಎ) ಉಲೆನಿ/ ಹಿಸ-1/ಗ್ರಾಕುಂಕೊನಿವೇ/ಕಡತ-234/ಸಿವೈಎಸ್-1100 ದಿನಾಂಕ 24-11-2018 is quashed;

- 2) The final order passed by Respondent-1 dated 08-02-2018 is also quashed;
- 3) 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) Smt. Uma A.Puranik,  
W/o Deceased Shri Anand Puranik,  
R/o Special Plot No.1, KSSIDC,  
Lakmanahalli,  
Dharwad.
- 2) Shri Tushar M.Baddi,  
Arihant Park, Keshwapur,  
Hubballi-580023.
- 3) The Assistant Executive Engineer (Electrical),  
City Sub-Division-1, HESCOM,  
Vidyagiri, Dharwad.
- 4) The Chairman, CGRF, Dharwad District,  
Office of the Superintendent Engineer (Elec.)  
O & M Circle, HESCOM Shivaganga Layout,  
Kusugal Road,  
Hubballi.
- 5) PS to Hon'ble Chairman, KERC
- 6) PS to Hon'ble Member (M), KERC
- 7) PS to Hon'ble Member (R), KERC
- 8) PS to Secretary, KERC.
- 9) Chairperson of all CGRFs in the State.

