



# Before the Electricity Ombudsman

9/2, 6<sup>th</sup> Floor, Mahalakshmi Chambers, M.G.Road,  
Bangalore

Present: **B.R.Jayaramaraje Urs, IAS (Retd.)**

**Electricity Ombudsman**

**Case No.OMB/B/G-177/2014/408**

**Date 11.09.2014**

M/s.Acharya I.T.I.

No.241, Bommasandra Industrial Area,

**BANGALORE-560099**

**(Represented by Sri M.A.Delvi,  
Authorised Representative)**

.. **Appellant**

**Vs**

1. The Asst. Executive Engineer(EI)

O & M Chandapura Sub Division,

BESCOM,

Anekal Taluk.

2. The Chairperson

Consumer Grievance Redressal Forum

Office of the Superintending Engineer,

BESCOM, East Circle,

No.12, Curve Road

Tasker Town,

**Bangalore-560051**

.. **Respondents**

1. This is an appeal under Clause 21.02 of KERC (Consumer Grievance Redressal Forum & Ombudsman) Regulations, 2004 against the orders passed by the Consumer Grievance Redressal Forum, BESCOM, Bangalore Rural (hereinafter

referred to as the 2<sup>nd</sup> Respondent) vide No CGRF/01/2014 dated 8.04.2014 in respect of Appellant's plea for issue of directions to the Assistant Executive Engineer (EI) O & M, Chandapura Sub-Division, Anekal Taluk (hereinafter referred to as the 1<sup>st</sup> Respondent) to withdraw the short claims made for Rs.2,55,536/- being the differential of LT-5(b) and LT-2(b) tariff. Aggrieved by the order passed by the 2<sup>nd</sup> Respondent, the Appellant has submitted his case as under:

2. The Appellant is an electricity consumer of BESCO. The installation bearing RR No IAP449 stands in the name of the Appellant and was serviced on 30.05.1995. The Appellant was initially sanctioned 10 HP power for running Industrial Training Institute under LT-2(b) Tariff Schedule. Subsequently, the Appellant was sanctioned additional load of 55 HP on 21.02.2011 under LT-2(b) tariff. Though additional power was required for running an industry by the Appellant's tenant, namely, M/s Vishwas Industries, the Appellant made application for sanction of power under LT2(b) tariff. Even there is a mention in the completion report that power was intended for an industry. Industry comes under LT-5(b) tariff schedule, but still the Appellant made application for additional load of 55 HP under LT-2(b) Tariff. The 1<sup>st</sup> Respondent, after sanctioning additional load, started billing the installation under LT-5(b) tariff and the Appellant paid the bills promptly.

3. The 1<sup>st</sup> Respondent inspected the installation on 30.11.2013 and observed installation being billed under LT-5(b) Tariff instead of LT-2(b) and, later, raised short claims for Rs.2,55,536/- on 27.02.2013 being the differential of LT-2(b) and LT-5(b) tariff. The Appellant filed objection on 18.3.2013 and 02.05.2013 stating that he had rented out large portion of his premises for industrial purposes to M/s Vishwas Industries and power was being used for manufacturing activity and, hence, he presumed that installation had been levied LT-5(b) tariff and further conveyed that he would apply for 2 separate installations under LT-2(b) and LT-5(b) shortly and, therefore, BESCO should consider the power consumption made hitherto under LT-5(b) tariff and not to make any claims under LT-2(b). Since the 1<sup>st</sup> Respondent threatened to disconnect power supply if the amount was not paid immediately, the Appellant filed a complaint before the 2<sup>nd</sup> Respondent for relief.

However, the 2<sup>nd</sup> Respondent declined to grant any relief and passed the impugned order and, hence, filed this appeal.

4. The 1<sup>st</sup> respondent's comments were called vide letter No OMB/B/G-177/2014/358 dated 27.05.2014.

5. The 1<sup>st</sup> Respondent furnished his statement of objections to the points raised by the Appellant in his appeal Memo on 13.06.2014. The 1<sup>st</sup> Respondent in his statement of objections admitted the Appellant having availed 10 HP power supply initially on 30.15.1995 under LT-2(b) Tariff applicable for Industrial Training Institute and the Appellant having sought additional power of 55 HP for Educational Institution vide letter dated 03.11.2010 and having sanctioned 55 HP power under LT-2(b) Tariff dated 21.11.2010. The 1<sup>st</sup> Respondent added that there was a specific mention in the completion certificate dated 21.01.2011 that the additional load was for Education Institution under LT-2(b) Tariff. However, the billing had been continued under LT-5(b) Tariff instead of LT-2(b) Tariff and, hence, raised short claims being the differential of LT2-(b) and LT-5(b) Tariff. The short claims had been made under Clause 42.02 of the Conditions of Supply of Electricity of Distribution Licensees in the State of Karnataka for a period of 23 months from 03.2011 to 02.2013 on the basis of inspection findings. Further, the Appellant had availed power for educational institution under LT-2(b) tariff and, hence, question of proportionate billing did not arise and if there had been any change in use of power, the Appellant should have obtained permission from the Licensee. The 1<sup>st</sup> Respondent further submitted that the consumer had stated that large portion of the premises was rented out to a manufacturing industry by name M/s.Vishwanath Industries and, hence, the installation should be billed under LT-5(b) tariff could not be considered as power sanctioned under LT-2(b) cannot be considered under LT-5(b) Tariff which would amount to misuse of electricity and, hence, prayed this Authority to dismiss the appeal and to confirm the impugned order passed by the 2<sup>nd</sup> Respondent.

6. Both parties were informed vide letter OMB/B/G-177/2014/374 dated 25.06.2014 regarding availability of Sub-Regulation 1of KERC(Consumer Grievance Redressal Forum & Ombudsman) Regulations,2004 which provides for settlement by agreement through conciliation and mediation.

In pursuant to Ombudsman's letter, both parties conveyed their acceptance to conciliation and parties, after having settled their dispute through conciliation, filed a Joint Memo which states that "the Appellant and the 1<sup>st</sup> Respondent herein worked out and resolved the issue of the actual difference in revenue payable against the subject installation bearing No RR No.IAP-449 which was reworked to Rs.52,073/= and the Appellant agreed to pay the same and, thus, close the issue with the Respondent herein. Thus the Appellant and Respondent are agreeable to the above terms and are filing this joint memo. The appeal is withdrawn by mutual consent and prays that the appeal be allowed to be withdrawn"

7. In the Joint Memo filed by the parties, the Appellant was shown owing Rs.52,073/- to BESCO as against the earlier demand of Rs.2,55,536/-. Since there was substantial reduction in the amount payable by the Appellant to BESCO, this Authority issued notice to the parties to appear in person and explain the substantial reduction in amount payable by the Appellant to BESCO.

8. Both parties appeared before this Authority on 03.09.2014. The 1<sup>st</sup> Respondent submitted that the Appellant had made some payments to BESCO which was not taken into account and if these payments were taken into account, then the Appellant would be liable to pay only Rs.52,073/-. This payment was not brought to the notice of the 2<sup>nd</sup> Respondent and, hence, the 2<sup>nd</sup> Respondent dismissed the complaint of the Appellant and directed him to pay Rs.2,55,536/-. In view of this submission by the 1<sup>st</sup> Respondent, this Authority advised the 1<sup>st</sup> Respondent to prepare a statement of calculation and submit to this Authority along with the Joint memo. Time was granted to the 1<sup>st</sup> Respondent to prepare the statement. In spite of granting time, the 1<sup>st</sup> Respondent did not submit the

statement on the next date of hearing i.e. 04.09.2014 and even on further hearing on 08.09.2014 and finally the 1<sup>st</sup> Respondent appeared and submitted statement of calculation and Joint Memo on 09.09.2014. The 1<sup>st</sup> Respondent, in the revised Joint Memo, submitted that his predecessor had submitted before 2<sup>nd</sup> Respondent that the Appellant had to pay Rs.28,175/- as fixed charge which was incorrect as the then Asst.Executive Engineer(EI) had not taken the revised fixed charges for a period of 8 months and if revised fixed charges were taken into account, then the Appellant would have to pay a total amount of Rs.3,51,603/-. He further added that the then Asst.Executive Engineer(EI) wrongly submitted before the 2<sup>nd</sup> Respondent the Appellant having paid Rs.85,572/- under LT-5(b) tariff when records revealed the Appellant having paid Rs.2,99,503. If the amount already paid under LT-5(b) tariff is taken into account and adjusted against the total dues payable by the Appellant i.e. Rs 3,51,603/-, then the Appellant would be required to pay Rs.52,073/- which amount the Appellant is agreeable to pay and, hence, prayed this Authority to pass order as per the Joint Memo filed by the parties. The extracts of the Joint Memo is reproduced below:

9.

ದಿನಾಂಕ : 9.9.2014

### ವಿದ್ಯುಚ್ಛಕ್ತಿ ಲೋಕಪಾಲರ ಸಮಕ್ಷಮ

#### JOINT MEMO

ಹಿಂದಿನ ಎ.ಇ.ಇ. ರವರು F.C. ರೂ.28,175.00 ಎಲ್.ಟಿ.2-ಬಿ ಪ್ರಕಾರ ಕಟ್ಟಬೇಕಾಗುತ್ತದೆ ಎಂದು ಸಿ.ಜಿ.ಆರ್.ಎಫ್. ಮುಂದೆ ತಿಳಿಸಿರುತ್ತಾರೆ. ಆದರೆ ವಿದ್ಯುತ್ ದರ ಪರಿಷ್ಕರಣೆಯಾಗಿ 8 ತಿಂಗಳಿಗೆ ಬೇರೆ ದರವಿದ್ದು ಅದನ್ನು ಲೆಕ್ಕಕ್ಕೆ ತೆಗೆದುಕೊಂಡಲ್ಲಿ ಹಾಗೂ E.C. ನ್ನು ಕೂಡಿದಲ್ಲಿ ಎಲ್ ಟಿ 2ಬಿ ಅಡಿಯಲ್ಲಿ ಗ್ರಾಹಕರು 3,51,603 ರೂ.ಗಳನ್ನು ಬಿ.ವಿ.ಕಂ ಗೆ ಪಾವತಿಸಬೇಕಾಗುತ್ತದೆ. ಹಿಂದಿನ ಎ.ಇ.ಇ. ರವರು ಸಿ.ಜಿ.ಆರ್.ಎಫ್. ಮುಂದೆ ಗ್ರಾಹಕರು ರೂ.85,572 ರೂ.ಗಳನ್ನು ಎಲ್.ಟಿ. 5 ಯಡಿಯಲ್ಲಿ ಕಟ್ಟಿರುತ್ತಾರೆ ಎಂದು ತಿಳಿಸಿರುತ್ತಾರೆ. ಇದು ತಪ್ಪಾಗಿರುತ್ತದೆ.

ಗ್ರಾಹಕರು 2,99,530 ರೂ.ಗಳನ್ನು ಕಟ್ಟಿರುತ್ತಾರೆ ಎಂದು ದಾಖಲೆಗಳಲ್ಲಿ ತಿಳಿಸಿರುತ್ತಾರೆ. ಎಲ್.ಟಿ.-5ಬಿ ನಲ್ಲಿ ಕಟ್ಟಿರುವುದನ್ನು ಎಲ್.ಟಿ-2ಬಿ ಯಲ್ಲಿ ಕಳೆದುಕೊಂಡಲ್ಲಿ ಅಂದರೆ 3,51,603 (ಎಲ್.ಟಿ-2ಬಿ - 2,99,503 (ಎಲ್.ಟಿ-5ಬಿ) ಕಳೆದಲ್ಲಿ ಬಾಕಿ 52,073 ರೂ.ಗಳನ್ನು ಗ್ರಾಹಕರು ಬಿ.ವಿ.ಕಂ. ಗೆ ಪಾವತಿಸಬೇಕಾಗುತ್ತದೆ. ಈ ಮೊತ್ತವನ್ನು ಗ್ರಾಹಕರು ಕಟ್ಟಲು ಒಪ್ಪಿರುತ್ತಾರೆ. ಆದ್ದರಿಂದ ಎರಡು ಪಕ್ಷದವರು ಮೇಲ್ಕಂಡಂತೆ ರಾಜಿ ಪಂಚಾಯ್ತಿ ಮಾಡಿಕೊಂಡಿರುತ್ತೇವೆ ಮತ್ತು ಒಪ್ಪಿ ಸಹಿ ಮಾಡಿರುತ್ತೇವೆ.

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(ಎಂ.ಎ.ಡೆಲ್ವಿ)  
ಚಂದಾಪುರಮೇಲ್ಮನಿದಾರರ ವಕೀಲರು

ಎ.ಇ.ಇ.  
ಉಪ ವಿಭಾಗ,  
ಆನೇಕಲ್ ತಾಲ್ಲೂಕು

10. Having regard to the facts of the case and Joint Memo filed by the parties, following order is passed:

## **ORDER**

11. In view of the settlement arrived between the Appellant and the 1<sup>st</sup> Respondent vide Joint Memo dated 09.09.2014, the case is disposed in terms of the Joint Memo filed dated 09.09.2014. The parties to take action on the lines agreed to in the joint Memo.



(B.R.Jayaramaraje Urs)  
Electricity Ombudsman

1. M/s.Acharya I.T.I., No.241, Bommasandra Industrial Area, Bangalore-560099 (represented by its Authorised Representative, Sri. M.A.Delvi, Bangalore).
2. Chairperson, Consumer Grievance Redressal Forum, Bangalore Rural District, Tasker Town , Bangalore.
3. The Assistant Executive Engineer (Ele), O & M Chandapura Sub Division, BESCO, Anekal Taluk.
4. Shri Vinayaka, Law Officer, BESCO Headquarters, K.R.Circle, Bangalore-560001.
5. Managing Directors of ESCOMs.
6. PS to Hon. Chairman, KERC
7. PS to Hon.Member (A), KERC
8. PS to Hon.Member (M), KERC
9. PS to Secretary, KERC