

BEFORE THE ELECTRICITY OMBUDSMAN
(For the State of Goa and Union Territories)
Under Section 42 (6) of the Electricity Act, 2003
3rd Floor, Plot No. 55-56, Udyog Vihar - Phase IV, Sector 18,
Gurugram (Haryana) 122015,
Phone No.:0124-4684708, Email ID: ombudsman.jercuts@gov.in

Appeal No.146 of 2021

Date of Video Conferencing: 09.09.2021

Date of Order: 16.09.2021

Smt. Shashi Kanta Chib
Chandigarh

.... Appellant

Versus

The Superintending Engineer,
Electricity Department,
Chandigarh and others

.... Respondents

Parties present:

Appellant(s)

1. Ms. Shashi Kanta Chib

Respondent(s)

1. Shri Surinder Kumar
Executive Engineer

2. Shri Gurpreet Singh
Assistant Engineer



Date of Order: 16.09.2021

The Appellant has preferred an Appeal against the non -implementation of order of the Learned CGRF-Chandigarh in order no.- CC -A-90/2019 dated-13.09.2019. The Appeal was admitted on 23.07.2021 as Appeal No.146 of 2021. Copy of the same as received was forwarded to the respondents with a direction to submit their remarks/ counter reply on each of the points. A copy of counter reply was supplied to the Appellant, who has filed a Rejoinder and written arguments.

Settlement by Mutual Agreement

Both the parties appeared before the Electricity Ombudsman through Video Conferencing as scheduled on 09.09.2021 and were heard. Efforts were made to reach a settlement between the parties through the process of conciliation and mediation. However, no settlement mutually agreeable could be reached. The hearing therefore, continued to provide reasonable opportunity to both the parties to put forth their pleading on the matter.

(A) Submissions by the Appellant:

Appellant submitted the brief facts as under: -

1. FACTS OF THE CASE

- a) That Appellant is the owner of a house in PUSH PAC Complex Sector- 49 with customer id as 306/4941/161400k. The Respondents sent her a notice dated 26 Apr 2019 stating that the electricity meter of her house got stopped/dead from 20 Jun 2018 to 20 Oct 2018 and she can file objections if any, otherwise the average will be charged for the defective period and will be reflected in next electricity bill.
- b) Her grievance is that while electricity meter stopped from 20 Jun 18 to 20 Oct 18, why the bill amount for that period was not reflected in next bill generated on 27th Jan 19 i.e. three months later. Neither there was any mention of any outstanding amount. I fail to understand as to why after more than seven months the outstanding amount for the period 20 Jun 18 to 20 Oct 18 was reflected. She sent email/complaint against electricity department to CGRF-Chandigarh on 18-06-2019 and after receiving the documents and department's oral reply, some more issues needed to be highlighted. Therefore, she emailed a detailed and modified complaint on 30-07-2019. On 13-09-2020, the Honorable court of CGRF-Chandigarh passed a decision on this case.
- c) She was not satisfied with the decision, since Honorable court of CGRF-Chandigarh ignored following facts: -
 - 1 Court didn't imposed penalty on the dept for not replacing the dead meter within time limit mentioned in elect. Supply code 2018.
 - 2 Court ignored the issue that why arrears amount was not reflected in the immediate subsequent bill and why it was reflected after seven months, while in between two bills were issued without even mentioning that any amount is due or the bills are provisional. This was Deficiency in Services on the part of Elect. Dept./respondents.
 - 3 Why the provisional bills were not issued for the period of dead meter?
 - 4 Why she was not given compensation for my physical and mental harassment?

- 5 As per the elect supply code- 2018, dept./Respondents can't charge more than three months old bill.
- 6 Even then she accepted the decision and as directed by the Hon. CGRF, she gave the address (i.e. address at the time of judgment) of my ex tenant Sh. Vijay Pareek by email dated 18-09-2020 and expressed my apprehension that if he was given time, he may vacate his new residence also. Therefore, I requested the dept./Respondents to take prompt action.
- 7 But as per the dept./Respondent's letter dated 16.01.2020, they took three months to search for her tenant (a wrong person) and didn't search for right person named, as a result the dept. could not locate him. Then again took a month to convey me that AT PRESENT (the date was not mentioned) the Vivek Preek (instead of Vijay Pareek) was not residing at the given address (took total 4 months) and now they have charged the amount from her on the basis of future electricity consumption. (there was not such instruction in the judgment).
- 8 The dept. has charged bill for 4.25 month instead of 3 months and again didn't obeyed the court order. (although this part of the judgment became irrelevant as I provided the address of my ex-tenant).
- 9 In spite of her objection that as per court orders, she was supposed only to provide the correct Chandigarh address of my ex-tenant and not his permanent address. She was not directed to take the guarantee that he would keep on residing there for further four months or more. But the dept. didn't reply her objection and adjusted only the extra amount after charging for full 4.1/4 months (and not for three months) for elect. consumption on the basis of future consumption.
- 10 She approached the Honorable court of CGRF-Chandigarh and brought into their kind notice by e-mails dated 18-02-2020 and 18-03-2020 that the Dept. was not obeying their order but didn't receive any response. Finally, she was informed on phone to file Appeal before Ombudsman.
- 11 She prayed for following reliefs: -
 - a) If the Hon'ble Court feels that my complaint is genuine then it is humble request to the Hon. Court to take the appropriate action at the earliest possible.
 - b) Hon'ble Court may like to direct to the Elect. Deptt.to refund my full amount and not only Rs 14517/-.
 - c) Court may like to impose penalty on the elect. Deptt. for not timely replacing the dead meter.
 - d) Court may like to take action against the Dept. for not reflecting the arrears for the dead meter period in the immediate subsequent bill and issued bill with +7 months' old arrears, again against the rule mentioned in Elect. Supply Code 2018.
 - e) Court may like to give her Rs 50,000/- (Rupees Fifty Thousand) as compensation for physical and mental harassment.

(B) Submissions by the Respondents :

Shri Surinder Kumar, Executive Engineer on behalf Respondent/Electricity Department- Chandigarh, vide his email dated-23/7/2021 submitted the counter reply as under: -



Preliminary objection

- 1 That as per Hon'ble CGRF order dated 13.09.2019 the complainant has to represent/appeal against the CGRF order, if aggrieved, to the Hon'ble Electricity Ombudsman, JERC Commission within period of one month from the date of receipt of order dated 13.09.2019 for which consumer had not approached with in the stipulated period. Hence the appeal may please be dismissed on this ground alone.
- 2 That the office of SDO Electy OP Sub Division No. 6 Sector 20, UT Chandigarh has rightly implemented the order of Hon'ble CGRF of dated 13.09.2019 and credited a sum of Rs. 14517/- against account No. 4941/161400K during the period 20.10.2019 to 20.12.2019 in the name of Dr. S.S. Chib. for which the complainant neither contested/challenged and raised any objection of the said amount nor approached to the O/o Electy Sub Division No. 6 UT., Chandigarh. It seems that the consumer was fully satisfied with the action taken by the Electricity Department Chandigarh.
- 3 That the Electricity Department Chandigarh is not liable to recover any amount against Electricity dues/consumption from any tenant because the Agreement has been made in between Dr. S.S. Chib (consumer) and the Electricity Department while releasing the Electricity connection at House No. 1614 Sector 49-B, Pushpac Society (Account No. 4941/161400K).

ON MERITS

1. That an Electricity connection bearing A/C No. 4941/161400K, Meter No. CHPVT3722 (OLD) exists in the name of Dr. S.S. Chib at House no. 1614, Sector 49-B, Pushpac Society, Chandigarh. As per report given by the Meter Reader as well as Exception list of group / Cycle 04/04, the electricity meter no. CHPVT3722 had remained dead stop from 20.06.2018 to 26.10.2018. Moreover, the concerned JE (GSC) on MCO No. 62/230 dated 04.09.2018 also reported as meter dead stop.
2. That there was acute shortage of electricity meters in the office of Electy (OP) S/Divn No.6, Sec 20 as well as in the Central Store (Electricity Store Sub-division) therefore the electricity meter could not be replaced in the month of 07/2018. Thereafter on receiving the electricity meter from the Central Store, the defective meter was replaced on 26.10.2018 with final Reading 095205 kWh (Reason of change: Dead Stop)
3. The dead stop meter was changed vide MCO No. 62/230 dated 04/09/2018 effected on dated 26/10/2018 in the presence of the consumer's representative Ms. Shruti (copy enclosed Annexure 1). The electricity meter installed at the consumer's premises was remained dead stop w.e.f. 20/06/2018 to 26/10/2018. The electricity bill for the period 20/06/2018 to 20/08/2018 was issued to the complainant on "D" code was on provisional basis, the average calculated by the Computer taking into consideration of the consumption of 03 billing cycles available with data base of the computer.
4. Accordingly, the account of the consumer overhauled (after replacement of dead stop meter) on 26.10.2018 on the basis of previous consumption pattern of the consumer i.e. 20/6/2017 to 20/10/2017 after adjusting the electricity bills already paid by the consumer. An average @ 1267 units per month for the defective period (4.25 months) amounting to Rs. 22558/- was charged. A notice in this regard was sent to the consumer by the SDO, Electy (OP) S/Divn No.6, Chandigarh (Memo no. 1675, dated 26/04/2019, copy enclosed Annexure 2). The

- electricity bill for the period 06/2018 to 08/2018 was issued to the complainant on "D" code (copy enclosed Annexure 3).
5. The consumer neither submitted any representation nor contacted his office for any query within the specified period of 15 days as mentioned in the Notice served to the consumer. The average has been charged as per the Electricity Supply Code; Regulation 2010 Rule 8.1(16) amended in 2013 (copy enclosed Annexure 4). Moreover, while overhauling the Electricity account of the consumer after replacement of defective meter, already paid amount has been adjusted before issuing the Notice. (vide memo no. 1675 dated 26.04.2019)
 6. As the consumer has consumed the full electricity during the period 20.06.2018 to 26.10.2018, the electricity account for the said period needs to be overhauled as per departmental Rules.
 7. That the consumer has aggrieved from the action of the department and filed a complaint in the office of Hon'ble CGRF on dated 18.06.2019 (copy enclosed Annexure 5).
 8. That the Hon'ble CGRF passed an order on dated 13.09.2019 which was received vide endst.no. 1683-85 dated 18.09.2019 wherein it has been decided by the Hon'ble CGRF that ***"the period should be restricted to 03 months only instead of 4.25 months. The complainant was also advised to give the address of her tenant Sh. Vijay Pareek if possible. The CED is directed that if the address of Sh. Vijay Parekh is supplied by the owner of the house and Sh. Vijay Parekh is residing somewhere in Chandigarh the amount should be charged from the actual user i.e. Sh. Vijay Parekh, who was the actual beneficiary. However, in the absence of supply of address by the owner, the amount for 03 months may be charged. Further it is stated by the complainant that since the previous tenant had already left the house hence the consumption of the previous year should not be taken as base of calculating average. The complainant suggested that the consumption of the present tenant may be taken as the base for which CED also agreed. The Bill may be prepared on future consumption whenever it is available"***. (Copy enclosed Annexure 5).
 9. That the compliance of orders dated 13.09.2019 passed by Hon'ble CGRF has rightly been implemented. The present address of previous tenant Sh. Vijay Pareek was given by Smt. Shashi Kanta Chib on dated 18.09.2019. Accordingly, the bill amounting to Rs.18167/- has been issued to Sh. Vijay Pareek, R/O 282, Indian Express Society Sector 48A, Chandigarh vide memo no. 4067 dated 26.09.2019 for 3 months as per previous consumption pattern of the consumer (copy enclosed Annexure 6) with a copy to AEE, Electricity Operation Sub Division no.5, I/A, Ph-I Chandigarh vide endst. no. 4068 dated 26.09.2019 for information and requested to charge the said amount to the Electricity account of the consumer Sh. Vijay Pareek house no 282, Indian Express Society Sec 48A, Chandigarh under intimation to this office.
 10. That the A.E.E. Electricity (OP) S/Divn No.5, I/A, Ph-I, Chandigarh vide his office memo no. 5197 dated 17.12.2019 (copy enclosed Annexure 7) has intimated that ***"as per verification of this office presently no person namely sh. Vivek Pareek is residing at House no. 282, sec 48A, Chandigarh"***.
 11. That it is also clarified by Shri Pankaj Dua (owner), house no 282, Indian Express society, sec 48A, Chandigarh, that Shri Vijay Pareek (tenant) vacated his house in the month of 11/2019 and also the said tenant has not deposited the electricity bill amounting to Rs. 13000/- approximately of his house and pending dues has been deposited by Shri Pankaj Dua (owner) itself.
 12. That the electricity account of consumer has been revised as per orders of Hon'ble CGRF's dated 13.09.2019 on Future Consumption basis which was duly audited by Internal Auditor



Audit Section no.6 vide Sundry Item no. 50/47. Accordingly, an amounting to Rs. 14517/- adjusted to the electricity account no. 4941/161400K during the period of 20/10/2019 to 20/12/2019 in the name of Dr. S. S. Chib. (Copy enclosed Annexure 3).

It is, therefore, respectfully prayed that in view of the position stated as above, the amount of Rs. 14517/- adjusted/credited to the consumer account as per orders of Hon'ble CGRF and as per Clause 7.12 of JERC Supply Code Regulation 2018 in the billing cycle 20.10.2019 to 20.12.2019 by the department is correct that has never been challenged by the appellant till date. It shows that he was fully satisfied with the action taken by the department. Hence, the appeal filed at this belated stage by the complainant/appellant is not justified & maintainable which may kindly be dismissed in the interest of justice.

(C) CGRF-Chandigarh in order no.- CC -A-90/2019 dated-13.09.2019., preferred for Appeal:

(i) Ld. CGRF-Chandigarh, has passed the order and relevant part is reproduced below: -

Order.

"4. In the light of the above it is decided that the period should be restricted to 3 months only, instead of 4.25 months. The complainant is also advised to give the address of their tenant Sh. Vijay Parekh if possible. The CED is directed that if the address of Sh. Vijay Parekh is supplied by the owner of the house and Sh. Vijay Parekh is residing somewhere in Chandigarh the amount should be charged from the actual user i.e. Sh. Vijay Parekh, who was the actual beneficiary. However, in the absence of supply of address by the owner the amount for 3 months may be charged. Further it is stated by the complainant that since the previous tenant had already left the house hence the consumption of the previous year should not be taken as base of calculating average. The complainant suggested that the consumption of present tenant may be taken as the base for which CED also agreed. Bill may be prepared on future consumption whenever it is available."

"The Complainant, if aggrieved, by non-redressal of his grievance by the Forum may make a representation/appeal against this order, before the Electricity Ombudsman for JERC for the State of Goa and UTs, 3rd & 4th Floor, Plot No. 55-56, Service Road, Ph-IV, Udyog Vihar, Sector 18, Gurugram- 1220165 (Haryana), Phone No.0124-2340954, Mob: 09871588333, E-mail id- ombudsmanjerc@gmail.com within one month from the date of receipt of this order."



(D) Deliberations during Video hearing on 09.09.2021:

1. Appellant's Submission:

- a) Ms. Shashi Kanta Chib, reiterated her version as submitted in the Appeal, Rejoinder, email etc.
- b) She submitted that the Electricity Department has not even implemented the CGRF order fully, regarding charging of 3 months average and bills paid by her has not been adjusted.
- c) After deliberations it was decided that Respondents shall submit the calculations to the Appellant within 3 days and she may file objections within 3 days thereafter, failing which the case shall be decided on its merit as per documents on record.
- d) Respondents has submitted the Calculation Sheet, which was forwarded vide mail dated-11.09.2021 to the Appellant.
- e) After the VC hearing the Appellant again sent an email stating that she forgets some points. That as per Clause No. 7.7 sub clause 1 of JERC Supply code 2010, installing the new meter in time is the duty of Electricity Department. She further submitted that as per Clause no- 7.5 sub section 2, the arrears for the dead meter period should have been reflected in the subsequent bill which was not done. These provisions are of Supply Code-2010, which has been repealed by Hon'ble Commission vide notification dated-26.11.2018 by JERC Supply Code-2018 and hence are not relevant in this case.
- f) As directed in VC hearing the Appellant submitted the objections vide mail dated-14.09.2021, to the calculations on cycle bills, through Notice, during CGRF proceedings etc. She further submitted that ownership of burnt meter is the responsibility of the Respondents. Since, we are dealing a case of defective meter in this case, I do not want to go into the provisions of a burnt meter. It was never the case of the Respondents or the Appellant before the CGRF that meter was burnt.

2. Respondent's Submission:


- a) Sh. Surinder Kumar, reiterated his version as submitted in reply to the appeal.
- b) He submitted that though the Department did make efforts to recover from her tenant as directed by Learned CGRF but effort could not yield results because the tenant had left the rented premises and owner of the premises also objected to it.
- c) As deliberated in VC hearing, the Respondent vide their mail dated-11.09.2021 had submitted the Calculation Sheet regarding charging of the average for 3 months and adjustment of the amount paid by the Appellant, which was forwarded vide mail dated-11.09.2021 to the Appellant.

(E) Findings & Analysis: -

- 1 I have perused the documents on record, CGRF orders and pleadings of the parties.
- 2 The documents submitted by the parties have been believed to be true and if any party submitted a fake/forged document, then they are liable to be prosecuted under relevant Indian Penal Code/Rules/Regulations.



- 3 The issues which have arisen for considerations in the present Appeal are as under: -
- i. Whether the Appeal is time barred?
 - ii. Whether the Respondent-Electricity Department, can raise the bills after 7 months of the replacement of defective meter for the period meter remained defective?
 - iii. Whether the Ld. CGRF was justified in giving directions to the Respondents to locate the previous tenant of the Appellant and charged him the arrears for the defective period?
 - iv. Whether the orders of CGRF has been implemented and whether the Appellant is entitled for damages/compensation as prayed for?
 - v. Whether the agreement with Electricity Department is valid?
4. Regarding issue no. -3(i) as above, as to whether the Appeal is time barred?
- (a). Ld. CGRF in its order in CC -A-90/2010 dated-13.09.2019 has clearly ordered as under: -
- “ The Complainant, if aggrieved, by non-redressal of his grievance by the Forum may make a representation/appeal against this order, before the Electricity Ombudsman for JERC for the State of Goa and UTs, 3rd & 4th Floor, Plot No. 55-56, Service Road, Ph-IV, Udyog Vihar, Sector 18, Gurugram- 1220165 (Haryana), Phone No.0124-2340954, Mob: 09871588333, E-mail id- ombudsmanjerc@gmail.com within one month from the date of receipt of this order”*
- (b) But it has been observed from the correspondence/emails provided by the Appellant that CGRF was entertaining the representations of the Appellant regarding non implementation of their order and CGRF was also replying to the Appellant. It was only when the Appellant was informed of the correct provisions on phone in July,2021, she filed this Appeal before the Electricity Ombudsman as per Electricity Act.
- (c) After passing of the order on dated-13.09.2019, the Ld. CGRF had become a “**functus officio**” and cannot hear the Appellant case, except a Review of Order as per Ombudsman and CGRF Regulations-2019. The CGRF-Chandigarh has erred in entertaining the Appellant representations after passing the order, due to which the Appellant was deprived of her legitimate right of Appeal, in time to Electricity Ombudsman. Further COVID-19 pandemic prevented the Appellant to seek help being a 76 years old lady and highly vulnerable to pandemic as per Govt. guidelines. Therefore, I condone the delay in filling the Appeal in view of the above submissions/circumstances.
5. Regarding issue no.- 3(ii) as above, as to whether the Respondent-Electricity Department, can raise the bills after 7 months of the replacement of defective meter for the period meter remained defective?
- (a) Following provisions have been provided in the Electricity Act-2003 which is effective from 26.05.2003: -



SECTION 56

“ Disconnection of Supply in default of payment:

- (1) Where any person neglects to pay any charge for electricity or any sum other than a charge for electricity due from him to a licensee or the generating company in respect of supply, transmission or distribution or wheeling of electricity to him, the licensee or the generating company may, after giving not less than fifteen clear days' notice in writing, to such person and without prejudice to his rights to recover such charge or other sum by suit, cut off the supply of electricity and for that purpose cut or disconnect any electric supply line or other works being the property of such licensee or the generating company through which electricity may have been supplied, transmitted, distributed or wheeled and may discontinue the supply until such charge or other sum, together with any expenses incurred by him in cutting off and reconnecting the supply, are paid, but no longer:

Provided that the supply of electricity shall not be cut off if such person deposits, under protest,

- a) an amount equal to the sum claimed from him, or
 - b) the electricity charges due from him for each month calculated on the basis of average charge for electricity paid by him during the preceding six months, whichever is less, pending disposal of any dispute between him and the licensee.
- (2) **Notwithstanding anything contained in any other law for the time being in force, no sum due from any consumer, under this section shall be recoverable after the period of two years from the date when such sum became first due, unless such sum has been shown continuously as recoverable as arrear of charges for electricity supplied and the licensee shall not cut off the supply of the electricity.”**

- (b) Following provisions have been provided in the Supply Code Regulations, 2018, notified by the Hon'ble Regulatory Commission: -

(i) Section 7.40: -

“Recovery of Arrears

7.40 *No sum due from any consumer, on account of default in payment shall be recoverable after the period of two years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrear of charges for electricity supplied.*

Further, dues of any consumer (if any) pending for a period more than 6 months can be transferred to another installation of the same consumer after



thorough verification by the Licensee, i.e., proof that the both consumers are same.”

- (c) In view of the provisions in the Electricity Act, Regulations notified by the Hon'ble Joint Electricity Regulatory Commission, the Electricity Department is entitled to recover the dues within 2 years. In the present case the meter was defective from 6/2018 to 10/2018 and a notice was issued on 26.04.2019 and the arrears were reflected in the bill for the period 2/2019 to 4/2019. Therefore, the arrears have been charged within the limitation period provided in the Act/Regulations.
6. Regarding issue no.- 3(iii) as above, as to whether the Ld. CGRF was justified in giving directions the Respondents to locate the previous tenant of the Appellant and charged him the arrears for the defective period?
- (a) As enumerated in para 5(b) above, as per Regulations notified by the Hon'ble Joint Electricity Regulatory Commission under section 7.40 of Supply Code, the Distribution Licensee/Electricity Department can only transfer the dues from one premises to another of the same consumer. Neither Electricity Act nor the Regulations notified by the Regulatory Commission empowered the Distribution Licensee/Electricity Department to become the Recovery Agent of a consumer. Electricity Department has an agreement with a consumer for supply of electricity and is not a party to the Rent Agreement. Moreover, transferring any charge to any different account of a different consumer is legally not permissible as per Electricity Act/Regulations and agreement entered by him with Electricity Department. Therefore the Ld. CGRF has grossly erred in directing the Electricity Department to locate the tenant and charged from him.

Accordingly, the illegal directions in the orders of Ld. CGRF-Chandigarh order no.- CC -A-90/2019 dated-13.09.2019, are hereby struck down and para 4 of the said CGRF order is hereby modified to that extend as under: -

“4. In the light of the above it is decided that the period should be restricted to 3 months only, instead of 4.25 months. Further it is stated by the complainant that since the previous tenant had already left the house hence the consumption of the previous year should not be taken as base of calculating average. The complainant suggested that the consumption of present tenant may be taken as the base for which CED also agreed. Bill may be prepared on future consumption whenever it is available.

The Complainant, if aggrieved, by non-redressal of his grievance by the Forum may make a representation/appeal against this order, before the Electricity Ombudsman for JERC for the State of Goa and UTs, 3rd & 4th Floor, Plot No. 55-56, Service Road, Ph-IV, Udyog Vihar, Sector 18, Gurugram- 1220165 (Haryana), Phone No.0124-2340954, Mob: 09871588333, E-mail id-ombudsmanjerc@gmail.com within one month from the date of receipt of this order.”

7. Regarding issue no.- 3(iv) as above, as to whether the orders of CGRF has been implemented and whether the Appellant is entitled for damages/compensation as prayed for?

(a) Following provisions have been provided in the Supply Code Regulations, 2018, notified by the Hon'ble Regulatory Commission: -

(i) **Section 6.16: -**

"6.16- The consumer shall be responsible for safe custody of meter(s), MCB/CB, etc., if the same are installed within the consumer's premises. The consumer shall promptly notify the Licensee about any fault, accident or problem noticed with the meter.

(ii) **Section 6.35: -**

"6.35- A consumer may request the Licensee to test the meter on his premises if the consumer doubts its accuracy, by applying to the Licensee in the format given in Annexure X to this Supply Code, 2018, along with the requisite testing fee. On receipt of such request, the Licensee shall follow the procedure as detailed in Regulations to of this Supply Code, 2018."

(iii) **Section 6.45 to 6.47: -**

"Replacement of Meters (including MDI) Not Recording

6.45- The consumer is expected to intimate the Licensee as soon as it comes to the notice of the consumer that the meter has stopped or is not recording.

6.46- If during periodic or other inspection any meter is found to be not recording by the Licensee, or a consumer makes a complaint in this regard, the Licensee shall follow the procedure detailed in Regulations 6.37 to 6.39 of this Supply Code, 2018.

6.47 - If the meter is actually found to be not recording, the Licensee shall replace the non-working (stuck, running slow, fast or creeping) meter within 15 working days."

In the present case the Appellant has provided her **own private meter** No-CHPVT-3722 and no meter rental are being charged by the Electricity Department. Therefore, it is incumbent upon the Appellant to keep the meter in healthy/accurate conditions all the times. In case of any defect, a duty has been casted on the Appellant to inform the Electricity Department. The meter has been noticed to be defective by the Meter Reader of the Respondents and even if they were unable to replace the same for any reasons, they have been restricted to charge the average only for a period of 3 months as per section -7.12 of the Supply Code-2018 and the Appellant has not been charged for the whole defective period of 4.25 months.



Regarding incorrect charging for 3 months, I have perused the bills. The bills contained some variable components as well as fixed components such as Fixed charges/maintenance charges, Meter Rentals/Service charges Interest on ACD, Additional ACD charged, Redate for prompt payment etc. To understand the bills, one needs to read the Tariff order. While charging the extra item/sundry charges the Respondents have shown only the variable components and that's why the amount/total appears to be different. But when looked it in totality as per the bi-monthly bills issued, and even the details supplied separately by the Respondents, the picture will be cleared. While revising the bills, normally the variable components are charged/adjusted. I have perused the bills as alleged to be incorrect and I find that there is no discrepancy.

The Respondents have fully implemented the orders of Ld. CGRF by charging the average for 3 months instead of 4.25 months (defective period), as ordered by the Ld. CGRF except the illegal directions, which has been struck down as in para-6 above.

Since the Appellant has failed to adhere to her obligations to keep the meter accurate at all the times or to replace the defective meter within the period as specified by the Commission or to inform the Respondents for timely corrective action, in my considered view the Appellant is not entitled to any damages/compensations as prayed for.

8. Regarding issue no.- 3(v) as above, as to whether the present agreement with Electricity Department is valid?

(a). Following provisions have been provided in the Supply Code Regulations, 2018, notified by the Hon'ble Commission: -

“Transfer of Connection

5.85 The consumer shall not without prior consent in writing of the Distribution Licensee assign, transfer or part with the benefit of the Agreement executed with the Distribution Licensee nor shall part with or create any partial or separate interest thereunder in any manner.

5.86 A connection may be transferred in the name of another person upon death of the consumer or in case of transfer of the ownership or occupancy of the premises, upon filing an application form in the prescribed format given in either **Annexure IV or V** (as applicable) for change of name by the new owner or occupier:

Provided that such change of name shall not entitle the applicant to require shifting of the connection from the present location.

5.87 The Licensee shall deal with applications relating to change of consumer's name due to change in ownership/occupancy of property in accordance with the procedure detailed below.

(1)

(2)

(3)



5.88 The Licensee shall deal with applications relating to transfer of consumer's name to legal heir in accordance with the procedure detailed below:

- (1) The applicant shall apply for change of consumer's name in the format prescribed in **Annexure V** to this Supply Code, 2018, with a copy of the latest bill duly paid. The application form shall be accepted on showing the Registered Will/deed, Succession/Legal heir Certificate, Mutation in municipal/land records or any other proof of legal heirship. The Licensee shall process the application form in accordance with Regulations of this Supply Code, 2018.
- (2) Security deposit lying with the Licensee in the name of original consumer shall be transferred to its legal heir to whom the connection is to be transferred and the shortfall in security deposit calculated as specified in **Annexure XVIII** of this Supply Code, 2018, if any, shall be payable by the applicant.
- (3) The change of consumer's name shall be affected within two billing cycles after acceptance of application.
- (4) Any charge for electricity or any sum other than charge for electricity as due and payable to Licensee, which remains unpaid by a deceased consumer or the erstwhile owner/occupier of any land/premises as the case may be, shall be a charge on the premise transmitted to the legal representative/successors-in-law or transferred to the new owner of the premise as the case may be, and same shall be recoverable by the Licensee as due from such legal representative or successor-in-law or new owner/occupier of the premises as the case may be. “

(b). Hon'ble Delhi High Court in Tata Power Delhi Distribution vs Neeraj Gulati has observed as under in para-18, which is reproduced as under: -


“18. It appears that the petitioner therein relied upon the judgment of the Supreme Court in the case of Isha Marbles case v. Bihar State electricity Board (1995) 2 SCC 618. The Division Bench insofar as Isha Marbles (supra) is concerned, was of the view that in the said decision the facts were the previous owner of the premises in question had mortgaged/hypothecated the premises to secure a loan from the State Financial Corporation. Since the loan was not repaid, the property was auctioned/sold under Section 29 of the State Financial Corporation Act. The auction purchaser applied for reconnecting of the electricity supply to the premises, which had been disconnected for non payment of dues by the previous owner. The question arose, whether the auction purchaser had to pay the electricity dues of the previous owner to get restoration of the electricity connection. **The Supreme Court held that the Electricity Board had no charge over the property and the Board could not seek enforcement of the contractual liability against the third party.** The Division Bench also held that the aforesaid view of Isha Marbles (supra) was repeated by the Supreme Court in Ahmedabad Electricity Company Ltd. (supra).”

(c) In view of above discussions, I am of the view that the Appellant should have got the electricity connection transferred in her name after transfer of the premise in 2007 by the

office of the Additional Registrar, Cooperative Societies, U.T.Chandigarh, rather than consuming the electricity in the name of a third party.

(F) DECISION

- (i) For the reasons discussed above, the appeal of the Appellant is dismissed being devoid of merits.
- (ii) The Orders in Complaint No- CC -A-90/2019 dated-13.09.2019, passed by Learned CGRF-Chandigarh are partially upheld, partially struck down and modified to the extent as enumerated in para-6 above.
- (iii) Since the existing agreement has become null and void, the Electricity Department-Chandigarh/Deemed Distribution Licensee is directed to issue notice to the Appellant to get the existing connection transferred in her name within 15 days. If the Appellant fails to file an application as per Supply Code Regulations-2018, this electricity connection be disconnected and action be taken to recover the pending dues. If Appellant applies for Transfer of connection/Change of name or a new connection as per provisions of Supply Code Regulations-2018, the same be expedited as per said Regulations.
- (iv) In case, the Appellant or the Respondents are not satisfied with the above decision, they are at liberty to seek appropriate remedy against this order from the appropriate bodies in accordance with Regulation 37(7) of the Joint Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2019.
- (v) The Electricity Department/Licensee should submit a compliance report to the office of Electricity Ombudsman on the action taken in this regard within **30 days** from the issuance of this Order by email.
- (vi) Non-compliance of the orders of the Ombudsman by the Electricity Department/Licensee shall be deemed to be a violation of Regulations and shall be liable for appropriate action by the Commission under the provisions of the Electricity Act, 2003.
- (vii) The appeal is disposed of accordingly.


16/9/2021

(M.P. Singh Wasal)

Electricity Ombudsman

For Goa & UTs (except Delhi)

Dated 16.09.2021