

THE STATE ELECTRICITY OMBUDSMAN

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**Appeal Petition No. P/030/2024
(Present A. Chandrakumaran Nair)
Dated: 26-09-2024**

Appellant : Shri. Dr. Biju Ramesh
Proprietor Hotel Maurya International
G.H.Road, Statue
Thiruvananthapuram Dist.,

Respondent : The Special Officer Revenue
Vaidhyuthi Bhavanam, Pattom
KSE Board Ltd, Pattom
Thiruvananthapuram Dist.,

The Deputy Chief Engineer
Electrical Circle, KSE Board Ltd.
Thiruvananthapuram Dist.,

ORDER

Background of the case

The appellant Dr. Biju Ramesh is the owner of Hotel Maurya International Trivandrum. The appellant availed on HT service connection for the Hotel from the licensee through the electrical section, Puthenchantha in the tariff HT IV B commercial and the consumer number is 1345040001663. The licensee had inspected the meter of the consumer on 11/05/2018 and found that the meter was on obsolete version and accordingly intimated the appellant to replace the meter on 23/05/2018. No action was taken by the appellant then again inspection was conducted on 29/09/2021 again requested vide the letter dated 06/11/2021 to replace the TOD meter with a new 3 phase 4 wire DLMS compatible TOD meter. On third inspection conducted on 08/03/2023, it is found that the meter was defective and issued notice on 21/03/2023 to replace the meter within 15 days and also intimated that if the meter is not replaced within two months an extra charge of 50% over the prevailing rates will be applicable for both demand and energy for the 2 months and 1 month thereafter as per 4(d) of part B of schedule of tariff and terms conditions for the retail supply of electricity. The defective meter was replaced only on 25/07/2023. Then the licensee had issued a bill for Rs. 7,08,556.50/- towards the penalty for non-replacement of defective meter.

The appellant has filed the petition wp(c) /26809/2023 before the Hon'ble High Court of Kerala challenging the validity of penalty charges. The Hon'ble High Court has disposed this petition vide judgement dated 07/09/2023 directing the respondent to hear the appellant and issue appropriate orders. Accordingly the respondent had heard the appellant and issued order. The meter penalty amount of Rs.7,08,556/- has been remitted by the consumer on 25/10/2023. Then the appellant had filed petition to CGRF and CGRF issued order stating that the appellant is liable to pay the penal amount. Aggrieved with the decision of the CGRF, this appeal petition is filed to this Authority.

Arguments of the Appellant

The complainant is the Proprietor of M/s Hotel Maurya International, Thiruvananthapuram. The said hotel is having consumer no. 1345040001663, with HT service connection vide LCN no. 29/4204 under the Electrical Section, Puthenchantha, in the tariff of HT IV (B) Commercial. On 10-7-2023, the complainant was served with the demand notice for the month of July, wherein the complainant was imposed with a penalty for meter fault to the tune of Rs.7,08,556/. In fact, the complainant was not served with any prior intimation informing him about any complaint with the meter and the necessary steps to be adopted pursuant to the same. On the very next day itself, i.e., 11-7-2023, the complainant had sent a letter to the Deputy Chief Engineer, Electrical Circle, Thiruvananthapuram, being apprised about the above said facts and to take further steps if the meter is faulty and to revoke the said decision to impose penalty. The said request was not heeded to and the complainant was served with Arrear Notice/Disconnection Notice dated 20-7-2023, directing him to pay off the arrears of electricity charges to the tune of Rs. 7,09,592/-, i.e. the penalty amount along with an outstanding balance amount of Rs. 1036/-, on or before 4-8-2023, failing which the service would be disconnected without further notice. On the very next day itself, i.e. 21-7-2023, the complainant had issued another letter to the Deputy Chief Engineer, Electrical Circle, Thiruvananthapuram, informing that the meter is still in working condition and is not faulty to his knowledge and that so far no such fault has been noticed by the Board officials nor informed it to him, and that the Electricity Board is duty- bound to inspect the meter and convince the complainant, who is the consumer. regarding the fault with the meter and also regarding the steps to be adopted by the complainant to regularize the alleged fault. The complainant had also informed about his willingness to take the necessary steps in the event of any fault being found with the meter due to his fault.

Irrespective of the said request on the part of the complainant, no steps were taken on the side of the Deputy Chief Engineer and thus the complainant was compelled to approach the Hon'ble High Court of Kerala as W.P.(C) No. 26809/2023, and the Hon'ble High Court, vide order dated 7-9-2023, directed the Deputy Chief Engineer to consider the complainant's above said

letter dated 21-7-2023 and to pass appropriate orders, after affording an opportunity of hearing to the complainant, as expeditiously as possible and at any rate, within a period of one month. Pursuant to the above direction of the Hon'ble High Court, the Deputy Chief Engineer had conducted a hearing, wherein the complainant had submitted his hearing notes, and the Deputy Chief Engineer had passed an order dated 9-10-2023, confirming the imposition of penalty on the complainant and thus directed the complainant to remit the penalty amount.

In the meanwhile, notwithstanding the above state of affairs and to settle the dispute amicably, the complainant had replaced the alleged defective meter of old version with new three phase four wire DLMS TOD meter with accuracy class 0.2S as stipulated by the Board on 25-7-2023. Moreover, the complainant has remitted the alleged penalty amount of Rs. 7,08,556/- with the licensee under protest so that the current disconnection proceedings are to be halted so as not to disrupt the business conducted in the premises. The complainant is entitled for reimbursement of the said amount remitted.

Aggrieved by the order of the Deputy Chief Engineer dated 9-10-2023, the Consumer Grievance Redressal Forum, complainant approached the Kottarakkara, for redressal of his grievance as O.P. no. 88/2023. Without going into the merits of the case and on a wrong appreciation of the facts involved, the Hon'ble Consumer Grievance Redressal Forum summarily dismissed the said O.P. 88/2023 vide order dated 30-3-2024.

The lower authorities have misconstrued the order of the Hon'ble High Court and wrongly entered the finding that the Hon'ble High Court had adjudicated the dispute involved in this case and that the matter was already heard before the Hon'ble High Court and therefore the Deputy Chief Engineer and Hon'ble Consumer Grievance Redressal Forum is not bound to comment on the merits of the case. In fact, in the judgment of the Hon'ble High Court in W.P.(C) no. 26809/2023, it is clearly stated that, "Without expressing anything on the merits, the Writ Petition is disposed of directing the 2nd respondent to consider Ext. P5, in reply to Ext. P1 demand notice, and pass appropriate orders, after affording an opportunity of hearing to the petitioner."

The Hon'ble High Court only directed the Deputy Chief Engineer, Electrical Circle, Thiruvananthapuram, to consider the representation of the complainant and pass appropriate orders, after affording an opportunity of hearing to the complainant. Such an order passed by the Deputy Chief Engineer is still be open to appeal, and now the said order has merged with the order of the CGRF. Therefore, being aggrieved by the said orders the complainant had every right to challenge the said order before the Hon'ble Consumer Grievance Redressal Forum, Kottarakkara, and the Hon'ble CGRF ought to have decided the case on merits. The Hon'ble Consumer Grievance Redressal Forum has misconstrued the factum of remittance of bill by the

complainant as acceptance of the imposition of penalty by the licensee. In fact, the complainant has deposited the amount under protest, reserving his right to challenge the correctness and legality of the order and reserving his right for reimbursal of the penalty amount remitted, and the same has been intimated to the licensee vide letter dated 25-10-2023.

The lower authorities ought to have considered the plea of the complainant that the alleged faulty meter is still in working condition and ought to have directed the licensee to test the meter at an approved laboratory to corroborate the alleged on-site finding of the licensee that the meter is faulty. The said alleged faulty meter is still in the possession of the complainant and its seal has so far not been broken, so it can still be tested and its condition can be ascertained. The lower authorities ought to have taken note of the fact that, even after installation of the new meter as per the direction of the licensee, the subsequent monthly bills have not shown any drastic change from the bills of the preceding months when the meter was allegedly not correctly recording.

The lower authorities ought to have taken note of the fact that, as alleged why the licensee, notices intimating about the alleged faulty meter were issued to the complainant on two previous occasions, in 2018 and 2022, but no further steps were initiated pursuant to the said notices alleging faulty meter, and therefore no sanctity can be ascribed to the notices issued by the licensee intimating about alleged faulty meter. The lower authorities lost sight of the fact the alleged letter intimating about faulty meter and directing to replace the same dated 21-3-2013 (Ext. R2 in O.P. 88/2023), the receipt of which is disputed by the complainant, did not specify any penalty in case of non-adherence of the direction in the letter. Therefore, the licensee is stopped from penalizing the complainant at a later stage, when the possibility of penalty being imposed for non-adherence was not made known to the complainant at the outset itself.

The lower authorities failed to take note of the fact that the licensee has failed in discharging the duty cast upon it as per Regulation 117(2)(b) of the Kerala Electricity Supply Code, 2014, wherein it is stated that:- "If the consumer fails to replace the meter and associated equipment, the licensee shall install a correct meter and require the consumer to furnish security and start charging meter rent as per the relevant provisions in the Code." Therefore, the right course that ought to have been adopted by the licensee was to first install a correct meter and later require the complainant to furnish security and start charging meter rent as per the relevant provisions in the Code.

The lower authorities failed to take note of the fact that the licensee has failed in discharging the duty cast upon it as per Regulation 118(1) of the Supply Code, wherein it is stated that: "If a meter is found damaged either on the complaint of the consumer or upon inspection by the licensee, the meter shall immediately be replaced by the licensee with a correct meter and if it is

not possible the supply shall be restored by the licensee, bypassing the damaged meter, after ensuring that necessary preventive action at site is taken to avoid future damage and obtaining an undertaking from the consumer to make good the loss if any sustained by the licensee."

The lower authorities failed to take note of the fact that, as per the contentions of the licensee, it was banking upon Clause 4(d) of the General Conditions of HT and EHT tariff in Part B of Tariff Order published in the Extraordinary Gazette No.560/DD(T)/2018/KSERC dated 08.07.2019, to impose the impugned penalty on the complainant, which states as follows: "If any existing consumer, having elected to purchase and supply the meter for replacement of the defective meter in his premises, fails to do so within two months, such consumer will be charged 50% extra over the prevailing rates applicable to him for both demand and energy, for the said two months and one month thereafter." In the case at hand, the complainant never elected to purchase and supply the meter for replacement of the defective meter in his premises before the impugned demand notice incorporating the penalty for faulty meter. Therefore, the complainant was never duty-bound to replace the faulty meter within the said period of two months. Therefore, the licensee cannot make use of the above provision to impose any penalty on the complainant on that score.

Moreover, the lower authorities have lost sight of the very next sub-clause, namely sub-clause (e), wherein the corresponding duty of the Board is enunciated, which states as follows: "The licensee shall, in performance of its duty under Section 55 of the Act, replace the defective meter and realize the security deposit and meter rent in accordance with the provisions of Section 55 of the Electricity Act, 2003." In the case at hand, the licensee failed to discharge the corresponding duty cast upon it to replace the defective meter and then realize the security deposit and meter rent. Since the licensee failed in discharging its duty, it is stopped from attempting to penalize the consumer.

Nature of relief sought from the Ombudsman:

To set aside the order of the Deputy Chief Engineer dated 9-10-2023 and the order in O.P. 88/2023 dated of the Hon'ble Consumer Grievance Redressal Forum 30-3-2024 and direct the licensee to reimburse the penalty amount of Rs. 7,08,556/- remitted under protest, to the complainant along with interest at the rate of 12% from the date of filing O.P. 88/2023 before the Consumer Grievance Redressal Forum, Kottarakkara, till the date of order in this appeal, and thereafter at 8% from the date of order till the date of realization from the licensee.

Arguments of the Respondent(i) (Dy.CE)

At the very outset, it is humbly submitted that the petitioner has no locus standi to approach the Honb'le Ombudsman since the Grievance put forth

herein has already been considered by the Hon'ble High Court of Kerala in WP (C) No.26809/2023. The writ petition was disposed of by the Hon'ble Court on 07.09.2023 with direction to hear the petitioner and issue appropriate orders. The judgement was duly complied with by the 2nd respondent on 09.10.2023. As the grievance of the petitioner is redressed and the matter has attained finality the present petition preferred by the consumer is not maintainable either in law or on facts. Hence this petition is liable to be dismissed in limine.

However, the events leading to the origin of present grievance alleged by the consumer is summarised as follows:- The petitioner consumer's firm M/s Hotel Maurya International has been provided with an HT service connection (LCN:29/4204) bearing Consumer No.1345040001663 which comes within the jurisdictional limits of Electrical Section, Puthanchantha. In exercise of the power conferred as per Regulation 116 (1) of Kerala Electricity Supply Code, 2014 the officials of TMR Division, Thirumala inspected the metering equipments installed at the premises of the above consumer on 11.05.2018. During inspection it was noticed that the meter was of old and obsolete version having accuracy class of 0.5 in which reactive and apparent energy zone wise readings were not available. On the basis of the said report as per letter dated 23.05.2018 (Ext.R1) the consumer was requested to replace the existing meter with a new 3 phase 4 wire DLMS compatible TOD meter with accuracy class 0.2s within two months from the date of receipt of the letter failing which penalty as per rules will be charged.

Thereafter the premises of the consumer was again inspected by the TMR team on 29.09.2021 and found that the meter was not replaced as per the report of the previous inspection. Based on the report of TMR officials, the 2nd respondent again requested the consumer vide letter dated 06.11.2021 (Ext.R2) to replace the TOD meter with a new 3 phase 4 wire DLMS compatible TOD meter of accuracy class 0.2s, existing PT unit with a new PT units of accuracy class 0.2 and CT units with new 3 CTs (CT ratio 15/5A) of accuracy class 0.2s.

The HT metering equipments installed at the premises were once again inspected by the TMR officials on 08.03.2023. In the inspection it was revealed that the LED display energy parameters were not sufficient ie, Zone wise parameters were not recording. It was further noticed that the existing TOD meter was of 3 phase 3 wire with accuracy class 0.5s. In the light of the above findings, as per letter No.DB1/HT-Maurya/PTCHA/2022-23/729 dtd 21.03.2023 (Ext.R3(a)) the consumer was asked to replace the existing defective meter with a new 3 phase 4 wire DLMS compatible TOD meter of accuracy class 0.2s, the existing PT unit with a new PT unit of accuracy class 0.2 and the existing CT units with new 3 CTs of ratio 15/5A accuracy class 0.2s within 15 days. Further, as per another communication on the same date (Ext.R3(b)) the consumer was intimated that the meter/metering equipment installed in the premises was faulty since 01.04.2023 and as per

clause 4 (d) of part B contained in the schedule of Tariff and Terms and Conditions for retail supply of Electricity, "if the defective meter in the premises is not replaced within the stipulated period of 2 months, such consumer will be charged 50% extra over the prevailing rates applicable for both demand and energy for the said 2 months and one month thereafter". Hence the consumer was requested to initiate urgent steps to replace the faulty meter/metering equipments within the stipulated period otherwise penal charges as stated above will be imposed without further intimation. Unfortunately the consumer turned a blind eye to the series of letters sent from this office.

Owing to the inaction on the part of the consumer, penalty for non-replacement of defective meter within the stipulated period amounting to Rs. 7,08,556.50/- (Rupees Seven Lakh Eight Thousand Five Hundred Fifty Six and Fifty paise only) was imposed by the Special Officer (Revenue) along with the demand notice for the month of July 2023. The consumer remitted the regular energy charges only and challenged the penal amount by making representations before the Special Officer (Revenue) and this 2nd respondent on 21.07.2023. The defective meter was replaced by the petitioner with the new version on 25.07.2023 only. In the meantime, the consumer filed WP(C) No.26809/2023 before the Hon'ble High Court of Kerala challenging the validity of the penal bill issued by the Special Officer (Revenue). The said Writ-petition was disposed of by the Hon'ble Court vide judgment dtd 07.09.2023 directing the 2nd respondent herein to consider representation dtd 21.07.2023 and to pass appropriate orders after affording an opportunity of hearing to the petitioner within a period of one month from the date of receipt of the judgment. Accordingly, the petitioner was heard in person on 29.09.2023. Also in due consideration of the argument note submitted on 03.10.2023, this 2nd respondent issued proceedings dtd 09.10.2023 stating that the penal bill issued by the Special Officer (Revenue) for non-replacement of defective meter is in order and the consumer is liable to pay the amount. Thus the judgment was fully complied with. As an aftermath of the said proceedings, the penalty for meter fault amounting to Rs. 7,08,556/- figured in the monthly demand of July 2023 was remitted by the consumer on 25.10.2023. That means the consumer has no surviving grievance and he has accepted the proceedings dtd: 09.10.2023 issued in adherence to the judgment of the Hon'ble High Court. Yet he filed a representation dtd 31.10.2023 requesting to review the proceedings dtd 09.10.2023. It was requested to set aside the penalty imposed for meter faulty and to refund the amount remitted on that count. Since the arguments raised in the representation are unsustainable in law the petitioner was informed vide letter dtd 28.11.2023 that the decision cannot be reviewed.

Meanwhile the petitioner filed petition before the Hon'ble Consumer Grievance Redressal Forum (South) and the Hon'ble Forum disposed of the petition with the following directions. The bill amount issue to the petitioner

by the licensee is legal and sustainable. No order as to cost. In this context it is implored that the penalty for defective meter was imposed on the consumer in observance of due procedure and as per Clause 4 (d) of the General Conditions for HT and EHT Tariff of the Tariff Order dtd 25.06.2022 as per which "if any existing consumer having elected to purchase and supply the meter for replacement of the defective meter in his premises fails to do so within two months, such consumer will be charged 50% extra over the prevailing rates applicable to him for both demand energy for the said two months and one month thereafter".

It is pertinent to the note that the instant petition is filed by the consumer seeking to set aside the proceedings dtd 09.10.2023 issued by this respondent and to refund the amount of Rs.7,08,556/- with interest. The reliefs sought are not sustainable in law because the disputed amount towards penalty for meter faulty was already paid by the consumer after accepting the proceedings issued in compliance of the Judgment of the Hon'ble High Court. The contentious issue has been settled and the consumer is left with no further grievance. Considering the aforementioned facts, it is most humbly prayed that the petition may be disposed. All the facts stated above are true and correct to the best of knowledge, belief and information.

(ii) Special Officer Revenue

The High Tension consumer, M/s. Mourya International, Thiruvananthapuram bearing LCN 29/4204 comes under the jurisdiction of the Deputy Chief Engineer, Electrical Circle, Thiruvananthapuram. The HT metering equipment of the consumer was inspected by the TMR Team on 08.03.2023 and observed that the LCD display parameters were not sufficient i.e., zone wise parameters are not recording and the TOD meter is of old and obsolete version. Hence on 21.03.2023 the Deputy Chief Engineer, Electrical Circle, Thiruvananthapuram requested the General Manager, Hotel Mourya International, Thiruvananthapuram to replace the existing defective meter with a new 3 phase 4 wire DLMS compatible TOD Meter of accuracy class 0.2s and the existing PT Unit with a new PT Unit of accuracy class 0.2 and the CT units with new 3 CTS of ratio 15/5A accuracy class 0.2s. It was requested to take action within 15 days failing which further action including disconnection would be initiated But the consumer replaced the meter only on without further intimation. 2023 were issued as per Regulation 125 of the Supply Code i.e, averag consumption of the past three billing cycles immediately preceding the date of the meter being found or reported defective. Also as stipulated in General Conditions 4(d) under Part B of Tariff Order dated 25.06.2022, 7,08,556.50 towards meter faulty penalty was imposed on the consumer in the bill for the month July 2023. So the claim of meter faulty penalty is in order and the consumer is liable to pay the same.

A routine inspection was conducted by the officials of TMR Division, Thiruvananthapuram on 08.03.2023. During inspection it was noticed that

LCD display energy parameters are not sufficient, and the zone wise parameter were not recording and also noticed that the existing ToD meter is old and three phase three wire with recorded class 0.5s. It was also directed to replace the existing TOD meter with new specification and accuracy (Exbt.P1). The Deputy Chief Engineer, Electrical Circle, Thiruvananthapuram requested the General Manager, Mourya International to replace the existing defective meter vide letter dated 21.03.2023 (Exbt.P2). The petitioner's contention is baseless. The matter of meter fault has been informed to the party vide Exbt.P2 dated 21.03.2023. The consumer failed to replace the meter in time. The meter faulty penalty was imposed as per Condition 4(d) under Part B of Tariff Order dated 25.06.2022 and an amount of 7,08,556.50 was imposed along the bill dated 20.07.2023. The meter was changed on 27.07.2023. The order of the CGRF (SR) in OP. No.88/2023. The decision the penalty bill amounting to Rs.7,08,556/- issued to the petitioner by the licensee is legal and sustainable. So the petitioner's contention is illegal. The imposition of meter faulty penalty is as per Condition 4(d) under Part-B of Tariff Order dated 25.06.2022, an amount of Rs.7,08,556.50 was imposed as meter faulty penalty along with the bill dated 20.07.2023. The calculation of meter faulty penalty is as follows:-

Month	Demand Charge (Rs)	Energy charge (Rs)	Total Current Charge (Rs)
March 2023	73500	398871	472371
April 2023	73500	398871	472371
May 2023	73500	398871	472371
Total	220500	1196613	1417113/-

Penalty for non-replacement of faulty meter (1417113/3) x 1.5= 7,08,556.50

Therefore, the meter faulty penalty of Rs.7,08,556.50 is imposed as per relevant rules in force.

It is to be noted that the following order of the CGRF (SR), Kottarakkara take after considering the petition and version of the respondent that "The penalty bill amounting to Rs.7,08,556/- issued to the petitioner by the licensee is legal and sustainable (Exbt-P4). It is to be noted that the request from the consumer dated 02.08.2023, the consumer has shown willingness to settle the meter fault penalty arrear in six installments. But on 25.10.2023, the consumer paid the total arrear i.e., Rs.7,08,556/- (Exbt-P3) under protest. Also it is pointed out that KSEBL is a Public Sector Undertaking and it functions as per rules and regulations as established by the statutes. Considering the contentions of the petitioner challenging regulations of Kerala State Electricity Supply Code 2014 and conditions of Tariff Order, the petition No.P/030/2024 filed by Dr. Biju Ramesh, Proprietor, Hotel Mourya International may be dismissed with cost.

Analysis and findings

The hearing of the appeal petition was conducted on 18/07/2024 at 02:30 pm in the KSE Board IB, Paruthippara, Thiruvananthapuram Dist. The hearing was attended by the Adv. Joseph Stepheon and Adv. Rakesh.R. S and the respondent Sri. Asokan.S, Senior Supdt., Biju.R.R, Dy.CE, Binu.D, Nodel Officer (L), Rajesh.R, AEE, LSD, Puthenchantha, Thiruvananthapuram Dist., During the hearing it is directed to test the meter in the lab of Electrical Inspectorate as an interim decision. The meter test report was received only on 09/09/2024. The order is delayed due to delay in getting the test report.

The appellants Hotel Maurya International is an HT consumer of the license under tariff LT IV (B) commercial. The meter installed was of old type and of class 0.5 accuracy and hence the licensee has informed the consumer to replace this meter with 3 phase 4 wire DLMS compatible TOD meter within two months on 23/05/2018 based on inspection conducted on 11/05/2018.

The regulation 113 of the Supply code 2014 states about the periodical testing of meters.

113 Testing of meter:-

(2) The licensee shall also conduct periodical inspection or testing or both and calibration of the meter's as specified in the Central Electricity Authority (Installation and operation of Meters) Regulation, 2006, as amended from time to time.

(3) The periodical testing of consumer meters shall normally be done at site

(5) When the consumer opts to purchase the meter, the licensee shall receive it and test the same in an accredited laboratory or in an approved laboratory and install it as per the following time schedule:

LT meters within a maximum of fifteen days

HT or EHT meters within a maximum of twenty days

(6) The licensee shall conduct periodical inspection or testing or both of the meters as per the following schedule:-

Single phase meters once in every five years

LT-3 phase meters once in every three years

HT or EHT meters including maximum demand indicator (MDI) once in every year.

(7) Wherever applicable, Current Transformer (CT) and Potential Transformer (PT) and the wiring connections shall also be tested along with meters.

Then 116(1) also stipulate about the periodical checking of meters

116 Replacement of defective meters:-(1)The licensee shall periodically inspect and check the meter and associated apparatus.

Then next periodical inspection was conducted on 29/09/2021 and found that the meter was not replaced, and again letter was issued dated 06/11/2021 to replace the ToD meter with new three phase 4 wire including CT/PT units. The metering system of the appellant again inspected by TMR division of the licensee on 08/03/2023 and found that the meter is not meeting requirement. Then letter issued on 21/03/2023 for the following action.

1. The existing ToD meter was of 3 phase 3 wire and is to be replaced with 3 phase 4 wire type with accuracy class 0.2S
2. The existing PT unit is to be replaced with new PT of accuracy class 0.2
3. The existing CT units are to be replaced with new 3CTS of ratio 15/5 and accuracy class 0.2S

The respondent has issued another letter also on 21/03/2023 stating that the meter is defective and the meter is to be replaced within 15 days and also mentioned about the applicability of clause 4 (d) of part B of tariff order. The clause 4(d) of part B HT and EHT tariff of tariff order says “*if any existing consumer, having elected to purchase and supply the meter for replacement of the defective meter in his premises, fails to do within two months, such consumer will be charged 50% extra over the prevailing rates applicable to him for both demand and energy for the said two months and one month there after*”.

The appellant was not keen in replacing the meter as per the requirement. The meter, and CT/PT units were purchased by the consumer and was installed after the testing by the licensee. The consumer opted for the supply of metering system by themselves.

It is the responsibility of the consumer to replace the metes conforming to specifications issued by the Central Electricity Authority (Installation & Operations of meters) Regulation 2006.

The regulation 117. Cost of replacement of defective meters:-

2(a) “If the meter was owned by the licensee, the licensee shall replace the meter with a correct meter within seven working days and recover from the consumer, the residual cost after deducting the cumulative depreciation from the original cost of the meter.”

(b) If the cost of such meter was borne by the consumer, the licensee shall require the consumer to replace the meter and associated equipment of the cost of the consumer within seven working days.

(c) If the consumer fails to replace the meter and associated equipment, the licensee shall install a correct meter and require the consumer to furnish security and start charging meter rent as per the relevant provision in the Code.

Then the licensee has issued letter asking the consumer them to replace the meter on 2018, 2021 and 2023. The consumer have neither replied to this correspondences nor taken any action to replace the metering system. As they have not initiated anything about this, it is deemed that consumer has elected the purchase of meter for the replacement. Otherwise the appellant would have informed the licensee to replace the meter by the licensee. Then the clause 4(d) mentioned above is applicable on the appellant. The appellant has contented that the licensee has not complied with the provision of regulation 115 which is the procedure for testing of meter before declaring the defect.

115 Procedure for testing of meter:-

(1) The meter shall normally be tested in the laboratory of the licensee, approved by the Commission.

(2) In case the licensee does not have a testing facility approved by the Commission, or if so desired by the consumer, the meter shall be tested at any other laboratory accredited by the National Accreditation Board for testing and Calibration Laboratories (NABL)

Further to the above, the Electricity Act 2003, Section 55 states about the use of meter.

55. Use, etc., of meters-

1. No licensee shall supply electricity, after the expiry of two years from the appointed date, except through installation of a correct meter in accordance with the regulations to be made in this behalf by the Authority.

Provided that the licensee may require the consumer to give him security for the price of a meter and enter into an agreement for the hire thereof, unless the consumer elects to purchase a meter.

Provided further that the State Commission may, by notification, extend the said period of two years for a class or classes of persons or for such area as may be specified in that notification.

2. For proper accounting and audit in the generation, transmission and distribution or trading of electricity, the Authority may direct the installation of meters by a generating

company or licensee at such stages of generation, transmission or distribution or trading of electricity and at such locations of generation, transmission or distribution or trading, as it may deem necessary.

3. If a person makes default in complying with the provisions contained in this section or the regulations made under subsection (1) the appropriate commission may make such order as it thinks fit for requiring the default to be made good by the generating company or licensee or by any officers of a company or other association or any other person who is responsible for its default.

This section is clearly explained that power is to be only sold by installing a correct meter. Here the consumer has opted to purchase the meter and hence the licensee intimated the consumer to replace the meter when it was found defective.

Though the TMR division of the licensee is an accredited lab, the appellant insisted for testing the meters an independent lab. According the Ombudsman directed the licensee to test meter in the lab of Kerala State Electrical Inspectorate and the report dated 27/08/2024 received on 09/09/2024. The test report says that the errors are not within the tolerable limit. This shows that the meter was defective . The defective meter was not replaced within time frame as per 4 (d) and hence this penalty is applicable.

Decision

On verifying the documents submitted and hearing both the petitioner and respondent and also from the analysis as mentioned above, the following decision are hereby taken.

1. I hereby agree with the decision of CGRF
2. No other Cost ordered.

ELECTRICITY OMBUDSMAN

No. P/030/2024/ dated: 26-09-2024

Delivered to:

1. Shri. Dr. Biju Ramesh, Proprietor Hotel Maurya International G.H.Road, Statue, Thiruvananthapuram Dist.,
2. The Deputy Chief Engineer, Electrical Circle, KSE Board Ltd. Thiruvananthapuram Dist.,
3. The Special Officer Revenue, Vaidhyuthi Bhavanam, Pattom KSE Board Ltd, Pattom, Thiruvananthapuram Dist.,

Copy to:

1. The Secretary, Kerala State Electricity Regulatory Commission, KPFC Bhavanam, Vellayambalam, Thiruvananthapuram-10.
2. The Secretary, KSE Board Limited, Vydhyuthibhavanam, Pattom, Thiruvananthapuram-4.
3. The Chairperson, Consumer Grievance Redressal Forum, Vaidyuthi Bhavanam, KSE Board Limited, Kottarakkara - 691506