

# **THE STATE ELECTRICITY OMBUDSMAN**

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## **Appeal Petition No. P/048/2024 (Present A. Chandrakumaran Nair) Dated: 01/10/2024**

Appellant : Shri.David Saj Mathew  
Pulikkaparamabil House  
East Fort P.O, Fathima Nagar  
Thrissur Dist.,

: Smt. Aparna M.Babu  
W/o Kiran Babu  
Makkatty House, Kadukutty  
Thrissur Dist.,

Respondent : The Assistant Secretary  
Electricity Department  
Thrissur Corporation, Thrissur Dist.,

## **ORDER**

### **Background of the case**

The appellant Shri. David Saj Mathew is the owner of building under Thrissur municipal corporation. The Thrissur corporation is the licensee distributing power in the corporation area of Thrisur and appellant is the consumer of this licensee with consumer number 13904-A. The appellant has rented out the building to Smt. Aparna. M.Babu, for running a fish aquarium showroom, with effect from August 2023. The tenant was paying the electricity charges regularly from the date of renting. The licensee was issued a letter to the appellant on 12/12/2023 stating that an amount of rs. 72,048/- is to be paid against the arrears of energy charges for the months 04/2022,06/2022 and 08/2022. The appellant had approached the respondent to cancel the extra claim and the respondent was not agreed to. Then appellant filed petition to the CGRF regarding the excessive amount billed by the respondent. The CGRF issued order an 10/06/2024 stating that the appellant is liable to pay the bill amount issued by the respondent. Aggrieved by the decision of the CGRF, this appeal petition is filed to this Authority.

## **Arguments of the Appellant**

The complainant No.1 is a retired Principal and is the owner of the building No. 1085/5 of Thrissur Corporation. Complainant No.2 is the tenant in the building in Room No.s 1085/5/1 and 1085/5/2 from the month of August 2023. The complainant No.2 had taken the building rooms No.s 1085/5/1 and 1085/5/2 for rent where in which the Thrissur Muncipal Corporation had provided electricity connection with connection No. 13904-A for the two rooms together. From the date of renting the building the complainant No.2 had regularly paid the electricity bill of the buildings. The complainant also received receipts for the payment of bills made against the electricity bill made by the Electricity department. On 12- A 12-2023 date a letter was issued against complainant No.1 stating that an amount of Rs.72,048/- has to be paid against previous bill adjustments dated 4/2022, 6/2022 and 8/2022 as per electricity supply code section 125. 8/2022,10/2022 months were revised as per considering the average units consumed. The complainants had approached the Assistant Secretary Thrissur Corporation electricity department stating the issue and had filed a complaint on 25-01-2024 for which the respondent herein had replied stated that amount of Rs.72,048/- has to be paid along with the bill amount for the month of 02/2024.

The claim by the respondent is baseless and without any apparent reason stating that they have calculated the above said charges on an average bill basis. There is no claim by the respondent that petitioners have consumed any excess units of electricity supplied by the respondent. The petitioners have clearly paid the amount which the respondent had asked to pay on a timely basis according to the bills which were verified and raised against the petitioners for the tariff laid by the respondent. Not a single penny was made due by the petitioners against the invoices raised. Here the petitioners have paid the bill raised for the consumption of electricity according to the usage and there was no issues raised by the respondent during that period. The petitioners have now come with a baseless demand against the petitioners. It is submitted that the second petitioner is running a live fish aquarium for her livelihood and electrical connection is a vital and important part for supply of oxygen to the aquarium and the same is only source of livelihood for the petitioner. The disconnection of electricity supply connection shall cause death of the exotic and other living fishes which the petitioner had invested a lump sum amount for its procurement and maintenance and that would cause a huge loss to the second petitioner. During the said period the complainant was restrained to make the electricity bills which the complainant had regularly paid without any dues, thereafter when the respondent allowed the complainant to pay the due bills and when the complainant went to pay the due bill the respondent had charged fine for late payments and was asked to pay Rs 5000/- as fine for late payments. The complainant had to pay the additional amount of fine due to the inappropriate actions of the respondent, the complainant was willing and

ready to pay the bill amount but the respondent deliberately restrained the complainant from making the bill payments and due to this act of the respondent the complainant had to pay additional amount as fine along with the bill amount.

Thereafter the complainant had filed a complaint Before the Honourable Consumer Grievance Redressal Forum Thrissur on 09-04-2024 regarding the excessive amount charged by the respondent and the order was passed on 10.06.2024 directing the complainant to pay an amount of Rs.72,048/- against previous bill adjustments. In this circumstance it is most humbly prayed that the Hon'ble authority may be pleased to pass an interim order restraining the respondent from disconnecting or causing disconnection of supply of the complainants shop establishment pending disposal of this petition. Also pass an order to quash the order dated 10-06-2024 of the Honourable Consumer Grievance Redressal Forum, Thrissur directing the complainant to pay an amount of Rs.72,048/- against previous bill adjustments. Nature of relief sought: To pass an interim order restraining the respondent from disconnecting or causing disconnection of supply.

### **Arguments of the Respondent**

13904 - A കണക്ഷൻ വാണിജ്യാവശ്യത്തിനായി LT VIIA താരിഫിൽ ശ്രീ. ഡേവിഡ് സാജ് മാത്യുവിന്റെ പേരിൽ 08.06.2012 ൽ നൽകിയിട്ടുള്ളതാണ്. (കെട്ടിട നം. 8547/1,2) ടി കണക്ഷനിൽ ഏപ്രിൽ 2022 മുതൽ ആഗസ്റ്റ് 2022 വരെയുള്ള 3 ബില്ലുകൾ ടി കണക്ഷന്റെ മീറ്റർ തകരാനായതിനാൽ യഥാക്രമം, ശരാശരി 46, 61, 78 യൂണിറ്റ് പ്രകാരമാണ് നൽകിയിട്ടുള്ളത്. മീറ്റർ തകരാറിലാണെന്ന് മീറ്റർ റീഡർ അറിയിച്ചതിനെ തുടർന്ന് 26.08.2022 ൽ ടി കണക്ഷന്റെ മീറ്റർ മാറ്റിയതിൻ്റെ അടിസ്ഥാനത്തിൽ ഒക്ടോബർ 2022 ൽ 2421 യൂണിറ്റിന് ബിൽ നൽകിയിട്ടുണ്ട്.

മീറ്റർ മാറ്റിയതിന് ശേഷം ടി കണക്ഷന്റെ ഒക്ടോബർ 2022 മുതൽ ഫെബ്രുവരി 2023 വരെയുള്ള കാലഘട്ടത്തിലെ ഉപയോഗം അനുസരിച്ച് മീറ്റർ ഫാൾട്ടി കാലഘട്ടത്തിലെ ബില്ലുകൾ റിവൈസ് ചെയ്തിട്ടുണ്ട്. കേരള ഇലക്ട്രിസിറ്റി സപ്ലൈകോഡ് സെക്ഷൻ 125 പ്രകാരം ടി കണക്ഷന്റെ ഏപ്രിൽ 2022 മുതൽ ആഗസ്റ്റ് 2022 വരെയുള്ള ബില്ലുകൾ മീറ്റർ മാറ്റിയതിന് ശേഷം ഒക്ടോബർ 2022, ഡിസംബർ 2022, ഫെബ്രുവരി 2023 ബില്ലുകളുടെ ശരാശരി ഉപയോഗമായ 2362 യൂണിറ്റിന്റെ അടിസ്ഥാനത്തിൽ റിവൈസ് ചെയ്ത പ്രകാരം കുടിശ്ശിക വകയിൽ 72,048/- രൂപ ഫെബ്രുവരി 2024 ബില്ലിനോടൊപ്പം ചേർത്ത് അടയ്ക്കുന്നതിന് ശ്രീ. ഡേവിഡ് സാജ് മാത്യുവിന് 12.12.2023 ൽ അറിയിപ്പ് നൽകിയിട്ടുള്ളതാണ്.

എന്നാൽ 25.01.2024 ൽ വാടകക്കാരനായ ശ്രീ. അപർണ ബാബു നൽകിയ അപേക്ഷയിൽ ഒക്ടോബർ 2023 മുതലാണ് ടി കണക്ഷൻ നിലനിൽക്കുന്ന സ്ഥാപനത്തിന്റെ ലൈസൻസി എടുത്തിട്ടുള്ളതെന്നും പ്രസ്തുത കുടിശ്ശിക അതിനു മുൻപുള്ള വ്യക്തിയുടെ കുടിശ്ശികയാണെന്നും പ്രസ്തുത കുടിശ്ശിക ബില്ലിൽ നിന്ന് ഒഴിവാക്കിത്തരണമെന്നും ആവശ്യപ്പെട്ടിട്ടുണ്ട്. പ്രസ്തുത കുടിശ്ശിക അടക്കേണ്ട ഉത്തരവാദിത്വം ഉപഭോക്താവായ ശ്രീ. ഡേവിഡ് സാജ് മാത്യുവിനാണെന്നും പ്രസ്തുത കുടിശ്ശിക ഒഴിവാക്കാൻ കഴിയില്ല എന്ന് സൂചിപ്പിച്ചുകൊണ്ട് 01.03.2024 ൽ ശ്രീ. ഡേവിഡ് സാജ് മാത്യുവിന് വീണ്ടും അറിയിപ്പ് നൽകുകയും ചെയ്തിട്ടുണ്ട്. മീറ്റർ മാറ്റിയതിന് ശേഷമുള്ള ടി കണക്ഷൻ ഉപയോഗം ഇതോടൊപ്പം ചേർക്കുന്നു.

Month	Unit	Month	Unit
10/22	2421	08/23	1756
12/22	2389	10/23	1796
02/23	2275	12/23	1608
04/23	2040	02/24	1677
06/23	1923		

**02/23 വരെ ശരാശരി ഉപയോഗം = 2362**

**2421 + 2389 + 2275 = 7085/3 = 2362**

ടി കണക്ഷൻ ഫിഷ് ലൈവ് സ്റ്റോക്കിന്റെ ആയതിനാൽ ബിൽ തുക ഒടുക്കു വരുത്തിയിട്ടില്ലെങ്കിൽ കുടി മാനുഷിക പരിഗണന വെച്ച് വിച്ഛേദിച്ചിട്ടില്ലാത്തതാണ്.

ഫെബ്രുവരി 2024 ലെ ബിൽ റിവിഷൻ കുടിശ്ശിക ചേർത്തത് പ്രകാരം അടക്കേണ്ട തുക 92,338/- രൂപയാണ്. പ്രസ്തുത കുടിശ്ശിക പിഴ കൂടാതെ അടയ്ക്കേണ്ട അവസാന തീയതി 24.02.2024 ഉം ഡിസ്കണക്ഷൻ തീയതി 12.03.2024 ഉം ആണ്. 30.03.2024 തീയതിയിൽ പ്രസ്തുത കുടിശ്ശിക 15 ദിവസത്തിനുള്ളിൽ അടക്കാത്ത പക്ഷം റവന്യൂ റിക്കവറി അടക്കമുള്ള നടപടികൾ സ്വീകരിക്കുന്നതാണ് എന്ന് സൂചിപ്പിച്ചുകൊണ്ട് രജിസ്ട്രേഡ് കത്ത് നൽകിയിട്ടുണ്ട്. മീറ്റർ മാറ്റിയതിനു ശേഷം ലഭിക്കുന്ന റീഡിംഗുകളുടെ അടിസ്ഥാനത്തിൽ മീറ്റർ ഫാൾട്ടി ബില്ലുകൾ റിവൈസ് ചെയ്യുന്നതിനും undercharged bill കൾ revise ചെയ്യുന്നതിനും K.E.S.C. 125, 135 നിയമങ്ങൾ അനുശാസിക്കുന്നുണ്ട്. ആയത് നടപ്പിലാക്കുക മാത്രമാണ് TCED ചെയ്തിട്ടുള്ളത്.

രണ്ടു മാസം വൈദ്യുതി ഉപയോഗിച്ചതിനു ശേഷം ഉപഭോക്താവിന് നൽകുന്ന മേൽ ഉപഭോഗത്തിന് ബില്ലുകൾ കാലവിളംബം കൂടാതെ ഒടുക്ക് വരുത്തേണ്ടത് ഉപഭോക്താവിന്റെ കർത്തവ്യമാണ്. അല്ലാത്തപക്ഷം ലൈസൻസിന് ആവശ്യമായ നിയമനടപടികളും, ഡിസ്കണക്ഷൻ, റവന്യൂ റിക്കവറി മുതലായ നടപടികളും സ്വീകരിക്കേണ്ടി വരുന്നതാണ്. ടിയാൻ സി.ജി.ആർ.എഫിൽ സമർപ്പിച്ച മേൽ പരാതിയിൽ 10.06.2024 ൽ ബഹു.സി.ജി.ആർ.എഫ്.അന്തിമ വിധി പുറപ്പെടുവിച്ചിട്ടുള്ളതാണ്.

ടി വിധിപ്രകാരം പരാതിക്കാരായ കുടിശിക ഉടമസ്ഥനായ ശ്രീ. ഡേവിഡ് സാജു മാത്യു അടവാക്കേണ്ടതാണെന്ന് ഉത്തരവായിട്ടുള്ളതാണ്. കുടിശിക അടവാക്കുന്നതിന് ഇ 4 (ബി ) 6968/23 ഫയൽ പ്രകാരം 17.07.2024 അറിയിപ്പ് നൽകിയിട്ടുള്ളതാണ്. എന്നാൽ ഉത്തരവ് പ്രകാരമുള്ള കുടിശിക ടിയാൻ നാളിതുവരെ അടവാക്കിയിട്ടില്ലാത്തതാണ്. കരാർ പ്രകാരവും ഉപയോഗിച്ച വൈദ്യുതിക്ക് തുക അടവാക്കാൻ ഉപഭോക്താവ് ബാധ്യസ്ഥനാണെന്നിരിക്കെ, ടിയാൻ ഓംബുഡ്സ്മാന് നൽകിയ മേൽ പരാതി തള്ളിക്കൊണ്ട് ഉത്തരവാകണമെന്ന് അപേക്ഷിക്കുന്നു.

**Counter Arguments of the Appellant**

The averments made by the respondents are false and vexatious and without any base. The claim by the respondent is baseless and without any apparent reason stating that they have calculated the above said charges on an average bill basis. It is stated by the respondent that the meter was changed on October 2022 and the respondent took the average from the period October 2022 to February 2022 and the respondent has issued an exorbitant and baseless amount as bill against the complainant. There is no claim by the respondent that complainant have consumed any excess units of electricity supplied by the respondent. The complainant had been regularly paying the electricity bills without any default and does not have any knowledge about the faulty meter. The complainant have clearly paid the amount which the respondent had asked to pay on a timely basis according to the bills which were verified and raised against the petitioners for the tariff laid by the respondent, not a single penny was made due by the petitioners against the invoices raised. Here the petitioners have paid the bill raised for the consumption of electricity according to the usage and there was no issues raised by the respondent during that period. The respondent has stated in the reply that the meter was damaged and the A bills for the period April 2022 to August 2022 was 46,61,78 units respectively and the respondent has calculated the average from October 2022 to February 2023 and based on this calculation the respondent has raised an baseless bill stating that the complainant is liable to pay an amount of 72,048/-.

calculation by the respondent is false and arbitrary the Complainant is a law abiding citizen and has not made any defaults in payment of the electricity bills till date, the respondents cannot issue electricity bills on the basis of the average from the period October 2022 to February 2023 as the unit consumed may differ according to the usage of the consumer. The respondent has made a vague and false calculation and the complainant cannot be held liable to pay the said bill.

It is submitted that the complainant no.2 is running a live fish aquarium for her livelihood and electrical connection is a vital and important part for supply of oxygen to the aquarium and the same is only source of livelihood for the complainant. The disconnection of electricity supply connection shall cause death of the exotic and other living fishes which the petitioner had invested a lump sum amount for its procurement and maintenance and that would cause a huge loss to the complainant. Initially the complainant was restrained to make the electricity bills which the complainant had regularly paid without any dues, thereafter when the respondent allowed the complainant to pay the due bills and when the complainant went to pay the due bill the respondent had charged fine for late payments and was asked to pay Rs 5000/- as fine for late payments. The complainant had to pay the additional amount of fine due to the inappropriate actions of the respondent, the complainant was willing and ready to pay the bill amount but the respondent deliberately restrained the complainant from making the bill payments and due to this act of the respondent the complainant had to pay additional amount as fine along with the bill amount.

The averments made by the respondents stating that they have charged the meter faulty bills according to K.S.E.C section 125,135 is arbitrary and illegal.

In this circumstance it is most humbly prayed that the Hon'ble authority may be pleased to pass an interim order restraining the respondent from disconnecting or causing disconnection of supply of the complainants shop establishment pending disposal of this petition. Also pass an order to quash the order dated 09-04-2024 of the Honourable Consumer Grievance Redressal Forum Thrissur directing the complainant to pay an amount of Rs.72,048/- against previous bill adjustments.

### **Analysis and findings**

The hearing of the appeal petition was conducted on 25/09/2024 at 11:30 am in the office of the State Electricity Ombudsman, DH Road & Foreshore Road Junction, near Gandhi Square, Ernakulam south. The hearing was attended by the appellant's representative Adv. Sri. Itty Paulson and the No one appeared for hearing from the respondent's side. The respondent of this petition is Assistant Secretary, Electricity department Thrissur Corporation. The hearing was fixed on 24/09/2024 at 11.00 am and then postponed to

25/09/2024 at 3.00 pm. Advance communication has been sent in writing and telephonically. Neither the respondent nor any representative attended the hearing. The licensee has not shown any interest in attending the hearing. This type of attitude from the licensee be viewed very seriously. The licensee has to take necessary action against the official who has failed to attend the hearing. The respondent has not requested for either second hearing or submitted any written statements. Hence it is presented that the respondent have nothing more to say on this case.

The appellant Shri. David Saj Mathew is the consumer of the licensee (Thrisur Municipal Corporation) under tariff LT.VIII A (Commercial) which was effected on 08/06/2012. The power was availed for building no. 08/547/1 and 08/547/2 which was rented out for functioning an aquarium show room. The connected load is 7 Kw. The new tenant Smt. Aparna.M.Babu had occupied the building on August 2023. The tenant was regularly paid the energy charges as per the bills raised by the licensee. The appellant received a letter from the licensee dated 12/12/2023 stating that an amount of Rs.72,048/- is payable due to the revision of bills for the months 04/22,06/22 and 08/22. This bills was recalculated taking the average consumption of months 10/22, 12/22 and 02/23. As per the respondent, the meter was defective from April 2022 to August 2022 and the meter was replaced only on 26/08/2022. here the appellant contented that he was not aware about the defect and the licensee has not intimated him. The meter replacement also was done without his knowledge. Neither mahazar nor inspection report prepared in connection with the meter replacement as per clause 173 of the Kerala Electricity Supply Code 2014.

The clause 116 of the Kerala State Electricity Supply Code 2014 detailed about the replacement of defective meter.

116 replacement of defective meters:-

1. *“The licensee shall periodically inspect and check the meter and associated apparatus.”*
2. *“If the meter is found defective, the licensee may test it at site, is feasible, and if not feasible, the meter shall be replaced with a correct meter and the defective meter shall be got tested in an accredited laboratory or in an approved laboratory.”*
3. *“The consumer shall provide the licensee necessary assistance for conducting the inspection and the test.”*
6. *“If the meter is found defective, the licensee and the consumer shall follow the procedure as detailed in regulation 115 above.”*

The clause 118 of the supply code - 2014 describes about the replacement of damaged meter.

### 118. Replacement of damaged meter

1. 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.

2. The consumption during such period in which the supply was restored as per the above sub regulation, shall be computed based on the average consumption during the previous billing cycle.

3. The bypassing shall be removed by replacement with a correct meter within the least possible time, at any rate within three working days for LT meters and within fifteen days for HT meters.

The regulations are very clear that the licensee would have replaced the meter within 3 working days as this is an LT meter. Here the licensee stated that the meter was defective since April 2022 and replacement was done only on 26/08/2022. Then the licensee has totally violated the regulations of the supply code. All the licensees within this state is bound to comply with regulations/supply code which are issued by the State Electricity Regulatory Commission as per the Electricity Act 2003. This is the statute as per the state is concerned.

The clause 125 of the Supply Code-2014 spelt about the procedure for billing in the case of defective or damaged meter.

### 125. Procedure for billing in the case of defective or damaged meter:-

1. In the case of defective or damaged meter, the consumer shall be billed on the basis of average consumption of the past three billing cycles immediately preceding the date of the meter being found or reported defective.

*Provided that, the average shall be computed from the three billing cycles after the meter is replaced if required details pertaining to previous billing cycles are not available.*

*Provided further that any evidence given by consumer about conditions of working and occupancy of the concerned premises during the said period, which might have had a bearing on energy consumption, shall also be considered by the licensee for computing the average.*

2. Charges based on the average consumption as computed above shall be levied only for a maximum period of two billing cycles during which time the licensee shall replace the defective or damaged meter with a correct meter.



When the meter is faulty or defective, then the bills during this period are to be issued taking the average consumption of the past three billing cycles. The charges based on the average consumption could be levied only for a maximum of two billing cycles. Here the bills for April 22, June 22 and August 22 was issued with some readings such as 46,61,72 units respectively. The license have not explained how this reading is obtained.

It is presumed this reading have been arrived in the average of past three billing cycles. If not why the previous readings was not available? The average consumption has to be arrived from the three subsequent billing cycles only if the details pertaining to previous billing cycles are not available. Here in this case the licensee is failed to prove the reason why the average is computed considering the billing cycles after the meter replacement also failed to explain why the previous details are not available. Then the bills issued for the months 4/22, 6/22 and 8/22 are seen to be based on the average of previous billing cycles. If this bills are issued as per clause 125 of the supply code 2014, then the licensee is not entitled to issue any revised bill.

Further the appellant states that the tenant who was consuming the power during this period had vacated the premises and the new tenant occupied on August 2023. The tenant has already submitted the rent agreement executed by the appellant with the previous occupier.

In this case it is observed that the licensee has not adopted any transparent procedure in declaring the meter defect and also the replacement. The licensee also violated the regulations specified in the supply code - 2014 which are not to be adopted during such situations. Then the revised bill issued for Rs. 72,048/- for the months 04/22, 06/22 and 08/22 is not sustainable.

## **Decision**

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. The bill issued by the licensee to the appellant for Rs. 72,248/- for the month 04/22, 06/22, 08/22 quashed herewith.
2. No order on cost.

**ELECTRICITY OMBUDSMAN**

No. P/048/2024/ dated: 01/10/2024

Delivered to:

1. Shri.David Saj Mathew, Pulikkaparamabil House, East Fort P.O, Fathima Nagar, Thrissur Dist.Pin- 680005
2. Smt. Aparna M.Babu, W/o Kiran Babu, Makkatty House, Kadukutty, Thrissur Dist.Pin- 680309
3. The Assistant Secretary, Electrical Department, Thrissur Corporation, Thrissur Dist. Pin- 680001

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, Vaidhyutha Vibhagam, Thrissur Corporation, Thrissur Dist. Pin. 680001