

**STATE ELECTRICITY OMBUDSMAN**  
THAANATH BUILDING CLUB JUNCTION POOKKATTUPADI ROAD  
EDAPPALLY TOLL KOCHI 682024

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**REPRESENTATION No: 25/08**

*Appellant* : M/s Eminent Sea Foods (P) Ltd  
XVI/1126(B) Fisheries Harbour  
THOPPUMPADI 682005 KOCHI  
*Respondent*: Kerala State Electricity Board *Represented by*  
The Special Officer (Revenue)  
KSE Board , Vaidyuthi Bhavanam  
Thiruvananthapuram 695004

**ORDER**

M/s Eminent Sea Foods (P) Ltd Thoppumpadi Kochi  
submitted a representation on 10.9.2008 seeking the following relief :

1. *Quash the order No CGRF-CR/Comp3/08-09 dated 08.08.2008 of CGRF Ernakulam*
2. *Restore the power supply to the Complainant Company*
3. *Direct the KSEB to refund the amount of Rs 58,57,947/- to the complainant with interest at 24%*
4. *Direct the KSEB to pay exemplary and compensatory cost to the complainant at the rate of Rs 1,10,000/- per month from the date of disconnection to the date of restoration*

Counter statements of the Assistant Executive Engineer Thoppumpady and the Special Officer Revenue KSEB were obtained and hearing of both the parties conducted on 4.11.2008, 18.12.2008, 30.12.2008 and 21.01.2009. The Appellant submitted an argument note on 24.01.2009.

M/s Eminent Sea Foods (P) Ltd was an LT consumer with date of connection 21.4.1994. They enhanced connected load for expansion of activities and became HT Consumer in July 1996. By an amendment of the Conditions of Supply regulations on 31.7.1999 the KSEB allowed new consumers with Connected Load above 100KV A but below 150KV A to be connected up under LT category wef 01.07.1999. Existing deemed HT consumers with CL between 100KV A and 150KV A were allowed to continue as LT consumer by an order dated 20.1.2000. M/s Eminent Sea Foods (P) Ltd claimed that they should be treated as 'deemed LT consumer' which was not entertained

by the KSEB. After prolonged legal battle the Hon : High Court in the order dated 19.7.2006 on OP 1264/2006 directed KSEB to revise all the bills raised on the Petitioner for any period after 1.8.1999 at the rate applicable to SSI units. The Respondent revised the demands raised against the Appellant from 8/99 to 6/06 under LT IV Tariff and sent a demand notice for Rs 25,62,667/- with due date as 9.10.2006. The HT service was disconnected on 12.10.2006 and physically dismantled on 31.12.2007 by taking away the Tri-vector meter. The Appellant approached the Hon : High Court again with WP(C) 30419/2007 . The consumer disputed the demands of KSEB and claimed that an amount of Rs 58,57,947/- is due to him as refundable amount from KSEB after adjusting the current charge dues. By an interim order, the Court had called upon the Chief Engineer (Distribution) to look into the calculation statement of the petitioner and file an affidavit. The Chief Engineer (Distribution, Central) accordingly filed an affidavit and also a calculation statement .The consumer disputed the calculations of the Chief Engineer (Distribution, Central) also. The Hon : High Court in the order dated 13.03.2008 observed that the matter essentially calls for *adjudication on the calculation statement* regarding energy charges and other incidentals demanded by the Board vis.a.vis. the claim of the petitioner that the demand by the Board is unsustainable and still further, that going by his calculation, he is entitled to refund.

The Court also observed that this issue was essentially a dispute between a consumer and the licensee and it can be easily resolved if the records are taken to the concerned Consumer Grievances Redressal Forum and to the Ombudsman if necessary. The Petitioner was directed to approach the CGRF within two weeks. The CGRF in their order dated 08.08.2008 upheld the demands raised by the Special Officer (Revenue) and observed that the claimed refundable amount is seen inflated and enlarged by illegal claims.

The representation with the pleas noted above is submitted to the under signed in the above back ground. Orders could not be issued within the stipulated time due to the multiple sittings needed and complexity of the issues involved

As directed by the Hon : High Court the claims and counter claims on the calculations are examined below.

The KSEB have claimed the following amounts are due from the consumer:

Amounts under LT IV Tariff	Rs 57,44,161.00
Meter Rent @ Rs 75 pm(5/2002 to 6/06)	Rs 3750.00
Deduct amount paid	Rs 32,67,744.00
Balance payable	<u>Rs 24,80,167.00</u>
MD charges for Disconnection period 7/06 to 4/07 at HT Tariff	Rs 2,76,500.00
Interest up to 31.5.2008 @ 24%	Rs 1,30,956.00
Penal Interest pending in 9/06	RS 21,704.00
Deduct : Security Deposit on 9/07	Rs 94500.00
Deduct : Interest on SD	Rs 17690.00
Net Balance payable	<u>Rs 3,16,970.00</u>
Total payable	<u>Rs 27,97,137.00</u>

The Statement attached to Exhibit P9 of the WP(C) 30419/2007 submitted by the Appellant is the consolidated statement of claims as per the Appellant. According to the statement:

Total current charges payable for the period from 8/99 to 6/06	Rs 35,03,048.00
Deduct Amount paid	Rs 33,26,306.00
Balance payable	<u>Rs 1,76,742.00</u>
Deposits and other Dues from KSEB Total	Rs 20,58,436.00
Interest at 24% per annum from 01.07.1999 to 30.9.2007	Rs 39,76,253.00
Total Dues from KSEB	<u>Rs 60,34,689.00</u>
Net receivable from KSEB	<u>Rs 58,57,947.00</u>

#### I. ARREARS CLAIMED BY THE RESPONDENT KSEB

On careful analysis of the statements of claims put up and the contentions of both parties it was seen that the disputes on the amounts payable to the KSEB by the Appellant are related to the following:

1. Excess demand consequent to non segregation of light and power circuits
2. Electricity Duty
3. Demand at HT rates after June 2006
4. Consumption for the months of August 1999 and September 1999
5. Consumption for March 2005
6. Meter rent payable at LT Tariff

These issues are examined below and decision of the undersigned is also noted there on after analyzing the contentions of both the parties.

#### A. NON SEGREGATION OF LIGHT AND POWER

The Hon : High Court directed the Respondent to revise all the bills raised on the Petitioner for any period after 1.8.1999 at the rate applicable to SSI units vide their judgment on 1264/2006 on 19.7.2006. Accordingly KSEB revised the HT bills issued to the Appellant from August 99 to June 2006 . But while revising the bills at LT Tariff the Respondent penalized the Appellant at 50% extra rates for non-segregation of Power and Light circuits. This was objected by the Appellant .This looks to be one major point of contention between the parties since the amount involved is very high .Hence views of both the parties are examined and evaluated below:

1 . Respondent's Contentions: As per the Kerala Gazette No 934 dated 14.5.99 and BO No 1066/69(PlgCom3540/98) dated 24.5.99 the LT IV consumers are bound to segregate the Lighting Load from Power Load .If this is not done the current charges (FC+CC) shall be increased by 50% as per the Notification. The consumer had been ordered to be billed under LT Tariff but Light meter reading is not available since the actual connection in the premises is an HT service. Light meters are not provided for HT consumers. In this situation the KSEB have no option other than treating the light load as non segregated.

2 Appellant's Contentions:The Hon High Court has directed to bill under LT Tariff .The respondents have no mandate to penalize the Consumer on any other grounds. KSEB had

been issuing Bills to the Company from 10/1996 treating the Consumer as HT Consumer with no distinction as to whether the power was used for lighting or industry. If the light circuit readings are required from 1.7.1999 it was the Respondent's duty to provide Light Meter in the premises. The light circuit was remaining segregated in the premises. The total lighting equipments in the premises was only 22 Bulbs out of the total connected load of 105KV A. The lighting load is very meager and the consumption as per previous records are much less than 5%. It is unjustifiable and unreasonable to demand additional 50% charges .

**3. Discussions and Findings :** The Tariff Notifications of the KSEB have repeatedly declared that in the case of LT IV Industrial Consumers 'the lighting load and power load shall be segregated and metered by separate meters' and provides for penal charges on non segregation. The Tariff notifications also specify higher rates for lighting consumption above 5%. This provision has obviously been provided to prevent or limit the misuse of Electricity supplied for industrial purposes. The metering is made compulsory to see that the lighting consumption do not exceed the specified limit. But the case under review is a peculiar one. The consumer actually had an HT connection in his premises which do not provide for separate metering for lighting circuit. So also the HT agreement provide for tapping off the lighting load from power mains if the light load do not exceed 5% of the Connected Load. Also if the light load exceeds 5% of the total load, it shall be metered by a sub meter and lighting consumption in excess of 10% will be charged at a higher rate. In the case of the Appellant the sub meter was not provided since the light load was less than 5%. In other words the light circuit consumption could not actually be measured . It is to be noted that the Tariff Notifications specify that 'the lighting load and power load shall be segregated and metered by separate meters'. Here two actions are to be performed: 1. Segregate the light and power circuits. 2. Provide Meter for the light circuit. The first action is to be taken by the consumer. The Appellant has claimed that the light circuit had continued to be separately wired as was the condition when he was an LT consumer. But KSEB did not provide metering for light circuit as he was an HT consumer.

It was under this circumstances that the Hon : High Court directed the Respondent to bill the Consumer under LT tariff by a final order on OP 1264/06 on 19.7.2006 .The billing had to be done with effect from 01.8.1999. Segregated light circuit consumption could in no way be generated from any point. Hence the instructions in the Tariff order can not be applied here mechanically.

It is also seen that the consumption in the light circuit of the consumer had been less than 2% on an average during the Two years before he converted himself to HT .

Under the above circumstances in the interest of justice the undersigned feel that it is not proper to penalize the consumer with 50% extra charges for the non segregation of light and power in the 'deemed LT' billing.

**4. ORDERS :** The Respondent shall revise all the LT billing from 01.08.99 onwards without penalizing the Appellant with extra 50% charges due to non segregation of light and power circuits.

## B . ELECTRICITY DUTY

The Respondent had taken Electricity Duty at 10% of the energy charges from 8/99 to 10/2002 and at 8.462% from 11/2002 onwards consequent to adjustment allowed by the Government in Duty. This is seen to be as per the Government Orders in force. The Appellant in the statement Exhibit P9 (IA 3429/08 OP 30419/08) submitted to the Hon: High Court had calculated duty at 10 paise per unit causing substantial difference in the amounts. When the Government Order was explained to the Appellant he agreed to take Electricity Duty as per Government orders.

ORDERS: The Electricity Duty payable on Energy charges shall be taken as per the relevant Government orders by the Respondent.

## C . BILLING AFTER JUNE 2006

It is seen that the Respondent had applied HT Tariff for the period from July 2006 to the Date of dismantling, ie , six months from the date of disconnection. This is not proper since the Hon : High Court had clearly directed that all the bills raised on the Petitioner for any period after 1.8.1999 shall be at the rate applicable to SSI units vide their judgment on 1264/2006 on 19.7.2006. LT billing has to be continued up to the date of dismantling .The Respondent had agreed to this during the hearing.

ORDERS: The demand for the period from July 2006 to the date of dismantling shall be at LT Tariff .

## D . CONSUMPTION FOR AUG AND SEPT 1999

As per the calculation statement of KSEB the consumption during Aug 99 was 27671 units and that of Sept 99 was 22012 units. But in the Exhibit P9 (IA 3429/08 OP 30419/08) statement the consumer states that 'there was no consumption of power due to monsoon trawling ban'. The Appellant also stated that the Hon: High Court had stayed the collection of the bills for 8/99 and 9/99 and hence it was not payable. But even though adjournment and time was allowed to him to produce the High Court orders he failed to produce the evidence.

The Respondents produced the certified copies of the Meter Reading register , meter reading report sent by the Assistant Executive Engineer to the Special Officer and invoices and calculation sheets. The meter which was faulty during the month of July 99 was rectified on 6.8.99 as per report dated 6.8.99 of AEE HT Testing Unit Ernakulam which was duly witnessed by the representative of the Consumer also. The consumption for the period from 6.8.99 to 31.8.99 is seen recorded as 23208 units as per report dated 1.9.99 of AEE Thoppumpady . Hence the monthly consumption for Aug 99 is computed as 27671 units as per the calculation statement dated 8.9.99 of SOR.. The consumption for Sept 99 is recorded as 22012 in the concerned documents.

The Appellant did not challenge the documentary evidence produced by the Respondents. Under the above circum stances it is clear that the statements of the Appellant that there was no consumption of power due to monsoon trawling ban during Aug 99 and Sept 99 can not be accepted.

ORDER : The dispute raised by the Appellant on the invoices for the months of Aug 99 and Sept 99 is rejected .

#### E . CONSUMPTION FOR MARCH 2005

As per the calculation statement of KSEB the consumption during March 2005 was 14317 units. But in the Exhibit P9 (IA 3429/08 OP 30419/08) statement the consumer states that the consumption during the month is only 8 units. The Appellant produced the premises meter card for the period. The Respondent pointed out that the Appellant had put up this contention due to an error in reading of the date noted in the card. The date noted as 1.2.05 was mistaken by the Appellant as 1.3.05 and hence the contention that the consumption in March is only 8 units. The appellant agreed to the error but argued that there was an High Court order staying the matter and hence the amount for March 2005 was not payable. But he could not produce the Order allowing permanent stay on the matter.

It is seen that the objection of the consumer was due to an error in reading the base month for computing consumption.

ORDER: The dispute raised by the Appellant on the invoices for the months of March 2005 is rejected .

#### F . METER RENT PAYABLE AT LT TARIFF

The Respondent have raised demand for Meter Rent @ Rs 75 pm for from 5/2002 to 6/06 due to LT billing. The Appellant in the Exhibit P9 had stated that no meter rent was payable as the meter and all related installations belong to the consumer and not supplied or installed by KSEB. The Respondent explained that the Tri-vector meter installed in the premises belonged to the KSEB and under LT Tariff the consumer has to pay Meter rent as per rules. The Appellant agreed to the version of KSEB.

ORDER: Meter rent is payable by the Appellant during the period of LT billing.

## II . REFUNDS CLAIMED BY THE APPELLANT

The contentions of the Appellant and Respondent on the various amounts which the Appellant claim to be refundable from the KSEB are narrated below along with the findings of the undersigned:

### 1) 94500.00 Cash Deposit DD No 340232 dt 15.7.06

1. Appellant: This amount has been paid as Security Deposit in 2006 to get HT connection .It is to be refunded
2. Respondent: This will be adjusted to the dues with interest as per rules.
3. Findings : Settled as desired by the Appellant
4. Orders : Allowed

2) 69435.00 Receipt No 2409/20.9.2005

1. Appellant: This amount was deposited to get HT Connection .The structure and lines are used for giving connection to others also. Hence this is to be refunded
2. Respondent: This is the cost of work done for giving supply. It is not being used for others. This cannot be refunded as per rules.
3. Findings: The KSEB is empowered to recover the cost of work for providing power supply and since the works were actually done in 2005-06 this shall not be refunded by the Respondent
4. Orders : Not Allowed

3) 30000.00 Receipt No 252/14/08/96

1. Appellant: Deposited in 1996 to get connection. This is to be refunded
2. Respondent: This was Service Connection Charge collected for HT Connection at per KV A rate from all new applicants which is not refundable as per rules.
3. Findings: Service Connection charges collected are non-refundable one time charges as per standing instructions in 1996. Need not be refunded.
4. Orders : Not Allowed

4) 1,74,564.00 Pre92 arrears due as per Judgment on OP 9158/98

1. Appellant: The Hon: High Court in OP 9158/98 had ordered that the Appellant shall be eligible for Pre-92 Tariff rates since the production had started before 31.12.1996 and hence 50% of the payments made are refundable .The Respondent has not refunded this amount till date.
2. Respondent: The figure shown is worked out by the consumer himself. This has to be verified .Refund had not been made since there are outstanding arrears from the consumer as per KSEB Accounts.
3. Findings: The Special Officer shall verify the figures and arrange refund/adjustment immediately with the settlement of accounts as per this order of the Ombudsman.
4. Orders : Allowed (*Subject to Verification of the calculation by SOR*)

5) 36437.00 MD Excess recovered during 4/99 to 8/99

1. Appellant: The High court had stayed the collection of MD Charges but KSEB collected MD Charges from 4/99 to 8/99 .This has to be refunded.
2. Respondent: The MD charges had been deducted from the Monthly invoices of the consumer for the period due to stay by the Hon : High Court . Copies of the invoices are produced. There is no excess collection as claimed.
3. Findings: The copies of the invoices were verified and it is seen that the MD Charges at Rs 18170/- are seen deducted from invoice amounts as per Stay order

on OP 10086/99 .Hence the question of refund do not arise. The matter will have to be settled by Special Officer (Revenue) in accordance with the final judgment on the OP no 10086/99 in the Hon : High Court. (Case seen disposed off on 19<sup>th</sup> May 2005)

4. Orders : Not Allowed

6) 26000.00 Security Deposit cheque 38333 and 38334 /30.4.94

1. Appellant: This was deposited in 1994 to get LT Connection. Since LT connection was dismantled in 1996 this is to refunded.
2. Respondent: Out of this amount Rs 20000/- was collected towards Cash Deposit and Rs 6000/- towards non refundable Service connection charges. The CD Rs 20000/- was adjusted in the demand for current charges payable in the last LT bill issued in 10/2006.(Details of the Final bill for LT connection in 10/96: Total Demand Rs 93109.00 Deduct CD Rs 20000.00 Net payable Rs 73109.00)
3. Appellant disputed that such adjustment was not done and he had not received such final bill. Hence the amount is still to be adjusted.
4. The respondent said this is another case of misrepresentation by the Appellant.The bill adjusting the CD was issued on 15.11.1996 against which the Appellant had moved the Hon : High Court with OP No 18658/1996 which was dismissed by the Court on 8.12.1996.The Appellant is hiding the truth.
5. Findings: The contention of the Appellant that they had not received the final LT bill do not seem to be correct. The Cash Deposit payable to him is seen adjusted in the final demand under LT Tariff. KSEB may verify whether the demand has been realized in time.
6. Orders : Not Allowed

Total 430,936.00 (On conversion from HT to LT status this amount became refundable wef 1.7.99)

1. Appellant: Since the connection was converted to LT Status all these amounts are refundable wef 01.07.1999 as per High Court order. KSEB has to refund the above amount with interest at 24% per annum since such deposits are not required for LT connection.
2. Respondent: The amounts admitted as refundable above can only be refunded. The Appellant's concept that what ever amounts paid to KSEB are refundable is not correct. There are refundable and non refundable payments and the position is clearly given in the rules and regulations. The KSEB shall allow interest on security deposits as per rules.
3. Findings: The Respondent shall be liable to refund the Cash Deposits towards security towards payment of current charges only as per statutes. The payments towards Cost of works executed, one-time Service Connection charges etc are not refundable. Interest will be paid for the Cash deposit at the applicable rates as per Regulations in force.



7) 7500.00 Deposit as per Court Order 8.10.99 in OP 2516/99 Receipt no 31/12.10.99

1. Appellant: This was deposited as per court order on 8.10.99 in OP 2516/99 .This is to be refunded.
2. Respondent: This shall be accounted/adjusted towards current charges payable .
3. Findings: Due credit is to be given
4. Orders : Allowed

8) 75000.00 Deposit as per Court Order 19.1.2005 in WPC 734/05

1. Appellant: This was deposited as per court order on 19.1.2005 in WPC 734/05 .This is to be refunded
2. Respondent: This amount has been accounted as Security Deposit as per the Court Order. This will be adjusted in due course towards current charges payable
3. Findings: The amount shall be refunded/ adjusted immediately with the settlement of accounts as per this order of the Ombudsman.
4. Orders : Allowed

9) 15,45,000.00 Invested in HT Installation and Transformers by Appellant

1. Appellant: This amount was invested for HT installation and Transformers by the Appellant at his own cost. In 1996 the KSEB had forced the Appellant to incur heavy financial investments and expenditure towards HT installations and very high capacity Transformer for obtaining the HT connection .KSEB were bound to supply such installations. The expenses are for and on behalf of KSEB as per instructions of KSEB. Since the Appellant became eligible for LT connection wef 01.07.1999 the KSEB has to refund the cost of such investments .
2. Respondent: This is a peculiar contention. It was the decision of the Appellant to go for HT connection for expansion purposes. He had made voluntary application for getting HT connection. It was the consumer who decided to convert as HT for expansion of the plant .It was the consumer who applied for HT Connection on his own .No body from KSEB had made any compulsion for it. The consumers opting for HT connection has to provide their own installations and equipments. It is a blatant lie to state that the HT installations and transformer were put up for and on behalf of KSEB . The KSEB has nothing to do with it. Even now the installations are owned by the Appellant (as stated in Para H page 6 of the representation) and to claim refund of the cost from KSEB is contemptible. This being the real situation the claim for refund of the investment cost from KSEB can only be seen as a tactic to provide boosted-up figures before the Hon: High Court and to block dues payable to KSEB.
3. Findings: The Appellant had been an LT consumer and it was his decision to upgrade it as HT connection for expansion of activities in 1996. He could not produce any evidence to show that he had gone for HT connection on the

compulsion of KSEB. Due to miscalculations in the business plans he could not carry on with expansion activities later. When KSEB modified the Regulations to allow *new* consumer with Connected load between 100KV A and 150KV A to be connected up under LT and old LT consumers in this load range to continue under LT, he wanted to be treated as LT consumer. After prolonged legal fight he could get an order from Hon: High Court on OP 1264/2006 directing the KSEB to revise all the bills raised on the petitioner after 1.8.99 at the rate applicable to *SSI units* and grant eligible refund of excess MD charges etc. The consumer can not blame KSEB for such a situation. The Appellant could not provide any evidence to suggest that the installations were carried out 'for and on behalf of KSEB'. The claim has no merit and is disallowed .

4. Orders : Not Allowed

Total	16,27,500.00
Grand Total	20,58,436.00
Simple Interest at 24% per annum from 01.7.1999 to 30.09.2007 :	39,76,253.00
 Grand Total Amount refundable to Appellant	 60,34,689.00

1. Appellant: Reserving the liberty to keep aside various claims for taking decision by the appropriate courts the Appellant has submitted a consolidated statement of accounts for consideration of immediate power connection .This cover only the items 1,4,7and 8 which are also the admitted claims by the KSEB. The rights of the company to claim the various legitimate dues from KSEB are reserved.
2. Respondent: The Appellant had put up exorbitant claims of around Rs 60 Lakhs for refund before the Hon High Court in OP No 3429/08 to mislead the Hon: High Court and to block the legitimate claims of KSEB. The written statement given by the Appellant that he reserves the right to continue with legal battle in the name of fictitious and artificial claims only shows that he will not be available for a genuine settlements within the frame work of rules and regulations.
3. Findings: The claim of the appellant as narrated in the Exhibit attached to OP 3429/08 were analyzed in detail as given above. Each and every claim for refund was analyzed and contentions of both the Appellant and the Respondent were heard and recorded.
4. ORDERS : It is concluded that the amounts due for refund to the Appellant shall be as given below:

- I. Deposit dated 15.7.2006 Rs 94500.00 (item 1 above)
- II. Pre-92 Tariff payment due for refund Rs 174564.00 (Subject to verification by the Special Officer Revenue) – (item 4 above )
- III. Deposit dated 12.10.99 Rs 7500.00 (item 7 above)

IV. Deposit dated 19.1.2005

Rs 75000.00 (item 8 above)

TOTAL REFUND ALLOWED (DUE TO APPELLANT) : 3,51,564.00(Subject to verification of item 2- Pre92 tariff excess payment )

NOTE: The Special Officer Revenue shall allow interest on the amounts booked as SECURITY DEPOSIT out of the above amounts till the date of settlement as per rules and regulations.

#### AMOUNTS REMITTED BY THE APPELLANT

There are no disputes on the actual amounts remitted by the Appellant. The Appellant is free to produce documentary evidence of any money remitted but left un-accounted by the Respondent if any. The Respondent have agreed to look into any such claims when produced before settling the accounts. As such the undersigned do not intend to go into the details of the remittance.

#### III. THE QUESTION OF INTEREST ON DUES

The Appellant has claimed interest on the dues at the rate of 24% from 01.07.1999 which is claimed as the date on which he had become 'eligible' to be an LT Consumer. Without entering into the merits of such claims, it is ordered that the interest shall be allowed only on Security Deposits made by the Consumer, including those made as per Court Order, at the rates applicable to the consumers in general in the KSEB. The pre-92 tariff excess shall be adjusted to the arrears due if any. Interest on the LT Tariff demand shall be payable by the consumer from the due date of the original demand notice, ie, 09.10.2006.

#### IV. RESTORING POWER SUPPLY TO THE COMPANY

One of the pleas made by the Appellant was to restore power supply to the company immediately. The service connection had been disconnected in 10/2006 and as per prevailing rules the service connection shall be restored only if the consumer pays the applicable minimum charges for the disconnected period. This option is available for the Appellant. Alternatively the consumer can apply for a New Service Connection either at LT or HT as per the prevailing rules and regulations and depending upon the Connected load existing at the time of applying for the new service and obtain a new connection on completion of the required formalities. In either case the Appellant has to clear the arrears if any on settling the accounts as explained above.

#### V. CLAIM FOR COMPENSATION

The Appellant has pleaded for a direction to the KSEB to pay exemplary and compensatory cost to the complainant at the rate of Rs 1,10,000/- per month from the date of disconnection to the date of restoration. It is true that the consumer might have incurred losses due to disconnection of power supply by KSEB. The Respondent had issued the revised bill as per orders of the Hon : High Court on 29.07.2006. The last date of remittance was on 09.10.2006 which shows that the consumer had got sufficient time to represent against the demand to the appropriate authorities. The Appellant has not produced any evidence to prove that he had represented the matter including the anomalies to the statutory appellate authorities within the KSEB and pleaded for

rectification of alleged wrong calculation methods. There is no reason to believe that if he had taken such positive and constructive steps his grievance would have gone un-noticed. None of such details have been produced before the undersigned. Surprisingly an appeal petition dated 14.10.2006 was filed before the Chairman KSEB by a third party M/s JVJ Associates Kochi 20 and the lease possession was reported to have commenced from October 2005 onwards. It is not known why the Appellant had not approached the KSEB directly for reconnection in October 2006 itself and why the matter was not earnestly pursued by him in October 2006.

Under the above circumstances the claim for compensation does not seem to be genuine and justifiable. This shall not be allowed.

#### VI. ORDERS:

Under the circumstances explained above and after carefully examining all the evidences, arguments and points furnished by the Appellant and Respondent on the matter, the representation is disposed off with the following orders:

1. *The Order No CGRF-CR/Comp3/08-09 dated 08.08.2008 of CGRF Ernakulam is set aside.*
2. *As per directions of Hon : High Court in the Judgment dated 13.03.2008 on WP(C) 30419/2007 each and every claims of the Appellant and Respondent are examined above and orders issued.*
3. *The Respondent shall finalize the accounts of the Appellant as per the guide lines given above and forward a detailed statement of accounts to the Appellant under intimation to the undersigned within a period of One Month from the date of receipt of this order.*
4. *The Power supply to the Complainant Company shall be restored or provided as a new service subject to the conditions mentioned in para IV above.*
5. *The Appellant plea to pay exemplary and compensatory cost to the complainant at the rate of Rs 1,10,000/- per month from the date of disconnection to the date of restoration is dismissed.*
6. *No order on costs.*

Dated this the 30<sup>th</sup> day of January 2009 ,

P.PARAMESWARAN  
Electricity Ombudsman

No P 25 / 08 / \_\_\_\_\_ / dated

Forwarded to: 1. M/s Eminent Sea Foods (P) Ltd  
XVI/1126(B) Fisheries Harbour  
THOPPUMPADI 682005 KOCHI

2 . The Special Officer (Revenue)  
KSE Board , VaidyuthiBhavanam  
Thiruvananthapuram 695004

3. The Assistant Executive Engineer  
Electrical Sub Division  
THOPPUMPADY ,Kochi 682005

Copy to :

1. The Secretary,  
Kerala State Electricity Regulatory Commission  
KPFC Bhavanam, Vellayambalam, Thiruvananthapuram 695010

2 . The Secretary ,KSE Board,  
VaidyuthiBhavanam ,Thiruvananthapuram 695004

3. The Chairman  
Consumer Grievance Redressal Forum  
KSE Board, Power House buildings  
Power House Road ERNAKULAM 682018

4 . The Chairman  
Consumer Grievance Redressal Forum  
KSE Board, VaidyuthiBhavanam  
Gandhi Road Kozhikode673032

5. The Chairman  
Consumer Grievance Redressal Forum  
KSE Board, Vaidyuthi Bhavanam  
KOTTARAKKARA