

THE STATE ELECTRICITY OMBUDSMAN  
Charangattu Bhavan, Building No.34/895, Mamangalam-Anchumana  
Road,  
Edappally, Kochi-682 024  
[www.keralaeo.org](http://www.keralaeo.org) Ph: 0484 2346488, Mob: 91 9539913269  
Email:ombudsman.electricity@gmail.com

---

APPEAL PETITION No. P/029/2019  
(Present: A.S. Dasappan)  
Dated: 4<sup>th</sup> June 2019

Appellant : Sri. Mathew George  
Nanakkal House,  
Kalapurakkal, Edakochi,  
Ernakulam

Respondent : The Assistant Executive Engineer,  
Electrical Sub Division,  
KSE Board Ltd, Palarivattom,  
Ernakulam

### **ORDER**

The appellant having consumer number 6003 is a domestic consumer under Electrical Section, Kaloor. The appellant lodged complaint before the CGRF, Ernakulam requesting to refund the excess charges of Rs. 7,142/- levied and the cost of electricity meter charged for Rs. 4,639/- by the respondent. The CGRF had disposed the petition vide order no. OP No. 101/2018-19 dated 29-03-2019. Not satisfied with decision taken by the CGRF, the appellant has submitted this Appeal petition before this Authority on 26/04/2019.

#### **Arguments of the appellant:**

The appellant's contentions in the appeal petition are the following.

The appellant's house was unoccupied, from second week of September 2018. Subsequent to this, the following events happened with regard to the Electricity billing and supply.

- Bill for 6th Sep 2018 to 7th Nov 2018 was issued on 7th Nov 2018 and charged Rs. 7142 without taking the current reading.
- Bill amount Rs. 7142 paid on 9th Nov 2018.

- "No electricity supply" complaint registered with KSEB Kaloor on 9th Nov 2018. On visiting KSEB Kaloor on 13th Nov 2018, the appellant was informed that the meter is burnt and needs replacement. Appellant's application for meter replacement was not accepted and he was asked to check with KSEB on the availability of meter and submit application after a week.
- On 22nd Nov 2018, application for meter replacement was given and meter replaced after paying Rs. 4639.
- On 23rd Nov 2018, the appellant had given application for temporary disconnection of electricity supply by paying Rs. 1887 towards electricity charges for 8th Nov 2018 to 23 Nov 2018. An additional Rs. 1000 has also been paid as advance.

A written complaint was sent to AE, KSEB Kaloor on 17th December 2018 requesting refund or credit of the following excess charges.

1. The meter belongs to KSEB and the appellant is paying Meter rent Rs. 35.00 per month. The meter was burnt due to no fault of appellant and most likely due to its long usage and end of product life. The meter will have to be replaced by KSEB may charge service cost for the replacement. The excess charged out of Rs. 4639 shall be refunded or credited to his account.

2. KSEB shall extract meter reading from the faulty meter which will show actual consumption until the date meter went faulty. This shall be the basis for billing from 6<sup>th</sup> Sept 2018 to 7th Nov 2018. Accordingly, the excess charged out for Rs 7142 shall be refunded or credited to his account.

3. It is obvious that the meter was faulty some date between 6th Sept 2018 and 7<sup>th</sup> Nov 2018. "No electricity supply" complaint registered on 9th Nov 2018. Additional charges of Rs. 1887 is unwarranted and needs to be refunded or credited to his account.

4. The statement of the respondent, "application was received from the petitioner on 22/11/2018 at Electrical Section, Kaloor to check voltage fluctuation in his house" is incorrect. No such complaint was ever made. In fact, there was no power supply to the house.

5. The statement, "final reading of the damaged meter was 47234" is fictitious and the reading 47234 is incorrect and cannot be accepted.

6. The meter is 10 years old and the supply connection terminals were burnt either due to old age or high voltage from KSEB supply line which are no faults of the consumer.

7. Several facts submitted by the appellant have been ignored by CGRF. The ruling of CGRF is one sided favouring the respondent KSEB Kaloor and none of the facts submitted by the appellant is considered and the CGRF proceedings were purely academic without considering facts and circumstantial evidence submitted by the customer.

**Arguments of the respondent:**

The bill has been issued during 9/18 & 11/18 with an average consumption of 920 units since the premises was closed during the period. The consumer remitted the said bill for Rs 7150 on 9th Nov 2018.

A complaint received from the consumer at Electrical Section, Kaloor for no supply in the premises and registered the complaint as 15/188 dated 9/11/2018. It is reported that the staff went to the premises, but the premises was locked. They tried to contact the consumer on phone, but the consumer did not answer the call. The complaint status has been recorded in the complaint register as "meter burned. Call is not picking up".

Another complaint has been registered as 7/278 dated 13th Nov 2018. So the energy meter in the premises of the consumer was checked by the staff of Electrical Section, Kaloor. The complaint is not closed due to the burnt status of the phase terminal.

The application was received from the petitioner on 22/11/2018 at Electrical Section Kaloor for meter replacement in the premises under discussion. The consumer was informed about the burnt status of the meter terminal and informed that the cause of the flickering might be the burned terminal and the meter must be replaced to fix the issue. The meter was changed with the concurrence of the consumer. The consumer was requested for faulty meter replacement. The consumer remitted an amount of 4639/- including GST towards work deposit on 22/11/18. The damaged meter is changed with a new meter on 23/11/18 with IR = 0. The final reading of the damaged meter was 47234.

The consumer also gave a request for interim bill and temporary disconnection of the supply on 23-11-2018. Since the meter was on burnt status the interim bill was demanded for the period 7-11-18 to 23-11-18 at an average of 245 units. The supply was disconnected on the same day. Though the meter belongs to KSEB, the meter replacement cost was demanded as the meter has become damaged due to no fault of KSEB where as the terminal got damaged and hence no refund possible.

The power supply could not be effected due to the burnt terminal status of the energy meter. The FR at the time of changing the damaged meter is 47234 leading to 1171 units. The meter has been replaced on 23rd November 2019, reading was available in the damaged meter. The accuracy check if any required would have been done by an external agency at an extra cost, NABL accredited laboratory.

No meter damaged in the nearby area and no such complaint registered from any consumers. The request to adjust the new meter cost to the future bill cannot be admitted as the meter terminal damage is not due to the fault of KSEB.

The appellant could have made use of the facility of special reading and billing on vacating the premises by the tenant as per Regulation 127 which was seen utilized by the appellant.

**Analysis and findings:**

The hearing of the case was conducted on 30-05-2019 in the Office of the State Electricity Ombudsman, Edappally and Smt. Husna Mumtaz K.A., Assistant Executive Engineer, Electrical Sub Division, Palarivattom appeared for the respondent's side. The appellant was absent. On examining the petition and the arguments filed by the appellant, the statement of facts of the respondent, perusing the documents attached and considering all the facts and circumstances of the case, this Authority comes to the following conclusions leading to the decision.

The appellant through an email dated 27<sup>th</sup> May 2019 informed that the dispute in the refund/credit of Rs. 7,142/- is withdrawn as it was settled on the basis of the letter dated 15-05-2019 of the Assistant Executive Engineer., Palarivattom that Rs. 7,100/- has been put as credit to his KSEBL account. Now the only dispute pertains is the realisation of Rs. 4,639/- towards the cost of meter and changing fee collected from the appellant. The appellant's contention in the appeal petition is that the respondent does not establish the meter went faulty due to the appellant's fault. According to the appellant, the meter is 10 years old and there is a natural life for all such electrical equipments. The appellants electrical installations in the house are protected through ELCB and all are working well.

The respondent has stated that Rs. 4,639/- was realised towards the cost of the energy meter as the terminal was burnt and became unserviceable. The reason for the burning is not known to the respondent

and the premises have no additional load. The CGRF's findings are that 'the meter cost has been demanded from the consumer as the reason for the meter became faulty is not due to the fault of KSEB Ltd. It is seen that the terminal got damaged and hence not refund is possible'. This Authority is not agreeing with this findings of the CGRF. Regulation 117 and 118 read as follows:

*117. Cost of replacement of defective meters.-*

*(1) If as a result of inspection or testing it is established that the meter has become defective or damaged due to technical reasons such as voltage fluctuation, transients etc. attributable to the licensee, the cost of replacement of the meter shall be borne by the licensee.*

*(2) If it is established that the meter was rendered defective or damaged due to reasons attributable to the consumer, such as defect in installation of the consumer and connection of unauthorised load by the consumer, the cost of replacement of the meter shall be borne by the consumer as specified below:-*

- 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 at 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 provisions in the Code.*

*(3) The licensee and the consumer shall take necessary corrective action to avoid such damage in future.*

*(4) If as a result of testing, it is established that the meter was rendered defective or damaged due to tampering or any other deliberate act by the consumer or his employee or any person acting on his behalf, to interfere with the meter, the licensee shall initiate action against the consumer, as permissible under the provisions of the Act for pilferage, tampering or unauthorised use of electricity, as the case may be.*

*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.*

*(4) If the meter is damaged due to causes attributable to the licensee, the licensee shall replace the damaged meter with a correct meter within three working days of receiving the complaint in the case of LT meter and within fifteen days in the case of HT meter.*

*(5) If the meter is damaged due to causes attributable to the consumer, such as defect in the installation of the consumer, meter getting wet and connecting unauthorised additional load, the procedure laid down in regulation 117 shall be followed.*

The respondent has not established the reason for the faultiness of the meter is due to the fault of the appellant. No testing of the meter was done as required in the regulations. The respondent has not conducted an inspection in the premises to find out the reasons and not prepared a mahazar to fix responsibility. The terminal connection of the meter was given by the Licensee. The meter has become defective or damaged due to technical reasons such as voltage fluctuation; transients, loose connection etc. attributable to the licensee and these possibilities cannot be overlooked.

**Decision:**

From the findings and conclusions arrived at as detailed above, I decide as follows.

The amount of Rs.4639/- realized from the appellant for changing the defective energy meter is quashed. The respondent shall refund/ adjust the amount within a period of 30 days from the date of receipt of this order.

The order of CGRF in OP No. 101/2018-19 dated 29-03-2019 is modified to this extent.

The Appeal Petition filed by the appellant is allowed and stands disposed of as such. Having concluded and decided as above it is ordered accordingly. No order on costs.

**ELECTRICITY OMBUDSMAN**

P/029/2019/ \_\_\_\_\_ /Dated \_\_\_\_\_

Delivered to:

1. Sri. Mathew George, Nanakkal House, Kalapurakkal, Edakochi, Ernakulam
2. The Assistant Executive Engineer, Electrical Sub Division, KSE Board Ltd, Palarivattom, Ernakulam

Copy to:

3. The Secretary, Kerala State Electricity Regulatory Commission, KPFC Bhavanam, Vellayambalam, Thiruvananthapuram-10.
4. The Secretary, KSE Board Limited, Vydhyuthibhavanam, Pattom, Thiruvananthapuram-4.
5. The Chairperson, CGRF-CR, 220 kV, KSE Board Limited, Substation Compound, HMT Colony P.O., Kalamassery, PIN: 683 503.