

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

Appeal No.180 of 2022

Date of Video Conferencing: 15.12.2022

Date of Order: 26.12.2022

M/s Bharat Sanchar Nigam Ltd.,
Puducherry.

.... Appellant

Versus

The Superintending Engineer com HOD,
Electricity Department,
Puducherry and others

.... Respondents

Parties present:

Appellant(s) Sh. Vijaya Karthic. V,
Divisional Engineer.

Respondent(s) Sh. K. Ramanathan,
Executive Engineer.



Date of Order: 26.12.2022

The Appellant has preferred an Appeal against CGRF- Puducherry order in C.C.NO: 100/2020 dated-22.08.2022. Appeal received by email on 21.09.2022 was admitted on 26.09.2022 as Appeal No.180 of 2022. Copy of the same as received was forwarded to the respondents with a direction to submit their remarks/ counter reply on each of the points. A copy of counter reply was supplied to the Appellant with a request to file the rejoinder.

Settlement by Mutual Agreement

Both the parties appeared before the Electricity Ombudsman through Video Conferencing as scheduled on 15.12.2022 and were heard. Efforts were made to reach a settlement between the parties through the process of conciliation and mediation. However, no settlement mutually agreeable could be reached. The hearing therefore, continued to provide reasonable opportunity to both the parties to put forth their pleadings on the matter.

(A) Submissions by the Appellant:

1. FACTS OF THE CASE

- (i) That the EB Policy no. 26-20-01-0026 working for BSNL, Mettupalayam Telephone Exchange had huge outstanding amount of 53, 94,693 (approximately) due to multiplication factor issue for the past period from 19.12.1988 to 31.12.2010 (arrears + BPSC amount) vide Demand note Dated 30.05.2013.
- (ii) On receipt of this demand BSNL filed court case regarding outstanding arrears on 06.12.2013 at Chennai High Court and stay has been issued by court on 09.12.2013. From bill month March 2012 to March, 2021, we paid actual consumption charges. During this period the EB Department didn't approach the court to vacate the stay. Subsequently the final hearing and verdict was given on 03.12.2021 to approach consumer grievance to settle issue.
- (iii) It is respectfully submitted that under the Electricity department Puducherry, TERMS AND CONDITIONS OF SUPPLY OF ELECTRICITY IN CHAPTER-VII (METERING, POWER SUPPLY CHRGES AND SECURITY DEPOSITS) it is relevant here to extract here provision 55(1) which states as follows:

"Revision of bills arising out of any reason attributable to the department like defective meter, defective metering arrangement, incorrect application of Tariff, wrong billing, etc will be made for the duration of the period for which such revision is call for, subject to a maximum back period of three years from the date of billing."

The Official Website of Electricity Department, Government of Puducherry namely: <https://electricity.py.gov.in/> clearly states that "Content on this website is published and managed by Electricity Department, Government of Puducherry"

Having said so, the final order of the Hon'ble CGRF, Puducherry dated: 22.08.2022 in Consumer Case 100/22, stating that the TERMS AND CONDITIONS OF SUPPLY OF ELECTRICITY IN CHAPTER -VII was superseded by the JERC Supply Code Regulation 2010 is not valid and not sustainable in LAW.

In addition to the same, the JERC Electricity Supply code regulation 2010 is superseded by the JERC Electricity Supply code regulation 2018 and Section 7.40 mandates the recoverable period to a maximum of two years.

(iv) The complainant humbly submits that the Electricity Department, Puducherry have not followed the JERC Electricity Supply Code Regulations, wherein under Chapter 7.4 Testing of Meters, the responsibility of respondent's organization to conduct periodic inspection of meters as per the schedule was not adhered.

The Electricity Department, Puducherry has not made periodical visits to the establishment of the meter policy for maintenance and regulation of supply as contemplated in Codal Regulation. It is clear that there is lack of supervision and control over the inspection of meters by Electricity Department, Puducherry. The balance of convenience for not testing meters was taken advantage by the Electricity Department, Puducherry and the complainant organization was pushed to suffer irreparable loss.

(v) The complainant organization has earlier promptly paid the charges within the stipulated timeframe as directed by the Hon'ble CGRF, Puducherry in Consumer Case 100/22 by way of the Interim Order Dt: 01.07.2022 for Rs. 8,62,630/- (copy enclosed-1)

The Electricity charges claimed by JAO Revenue-II for the period march-2021 to May-2022 for Rs. 8,62,630/- was paid based on the

statement issued by JAO Revenue-II dated 01.07.2022 (copy enclosed-2). But the statement provided by JAO Revenue-2 dated 05.08.2022, it is witnessed that the arrear from January-2011 to May-2022 is Rs. 6, 92,269/-(copy enclosed-3)

Both the claim statements issued by the JAO Revenue-II contradict with each other.

- (vi) Vide Interim order dated 01.07.2022 in Consumer Case 100/22 before the CGRF, Puducherry, it was directed by the Hon'ble CGRF to the respondents to furnish the breakup of arrears for the period from 19.12.1988 to 31.12.2012 amounting to Rs. 53,94,693 as claimed by them. Subsequently in the additional affidavit filed by the Third respondent on 05.07.2022 the JAO Revenue-II has submitted the statement of energy charges for 252 months, where-in-average consumption has been claimed for the period Jan-1989 till Aug-1999 (128 Months).
- (vii) The Officials of the Electricity Department has not supervised the mandated monitoring of the energy meters as prescribed in JERC Ch-7.4 (Testing of Meters). Haven't said that, the officials of Electricity Department, Puducherry by chance adhered to Cg-7.4 (Testing of Meters), the said case would not have been born and the claim for revision of Bills for 252 months could have been avoided. The Hon'ble CGRF, Puducherry has not emphasized the respondents to furnish the Meter Testing reports. The claim of the Complainant on the context of JERC CH-7.4 (Testing of Meters) and the call for Meter Testing reports requested by the complainant in the Rejoinder dated 02.08.2022 filed before the Hon'ble CGRF, Puducherry in Consumer Case 100/22 was not considered by the Hon'ble CGRF, Puducherry.
- (viii) In respect to monthly bills from Jan -1989 to Aug-1999 the average of 7880 units was claimed instead of the original meter readings. This clearly depicts that the Hon'ble CGRF, Puducherry has not examined the case in the interest of natural justice.



- (ix) Under the Supply Code Regulation 2018, Section 7.40 (Recovery of Arrears) clearly mandate only for the period of Two years as recoverable of arrears of charges for electricity supplied.
- (x) The provisions of Electricity Act, 2013 under Section 56.2 also says that "The recoverable after the period of Two years from the date when such sum became first due."
- (xi) In the recent Hon'ble Supreme Court Judgement in Civil Appeal 1672 of 2020 clearly mandated the period of limitation as Two Years. The present case is synonymous to the same. The JAO Revenue-II in her affidavit dt: 21.06.2022 and 22.07.2022 states that the case is **on account of clerical mistake due to oversight human error** If the JERC Ch-7.4 (Testing of Meters) was adhered, this would have not happened.
- (xii) It is further submitted that in case of a mistake, the starting point of limitation should be the date when the mistake is discovered.

The bill issued by the respondent dated 30.05.2013 for Rs. 53,94,3693/- for the period 12/1988 to 12/2010 (copy enclosed-4), whereas the provisions of Section 56(2) of Electricity Act, 2003 and Section 7.40 of JERC 2018 and the above said Hon'ble Supreme Court order takes recourse that the dues payable shall be not beyond the period of two years.

(xiii) **Nature of relief sought from the Ombudsman: -**

- (a) The provisions of Section 56(2) of Electricity Act 2003 and Section 7.40 of JERC 2018 mandated that the recoverable after the period of Two years from the date when such sum become first due. But the complainant organization had earlier prayed the Hon'ble CGRF, Puducherry to grant relief as per the TERMS AND CONDITIONS SUPPLY OF ELECTIRICTY IN CHAPTER-VII (METERING, POWER SUPPLY CHARGES AND SECURITY DEPOSITS) and is ready to pay a SUPPLY CHARGES AND SECURIOTY DEPOSITS) and is ready to pay maximum back period of three years from the date

of billing. The period of limitation would commence from the date of discovery of the mistake.

- (b) The complainant PRAYS that the relevant Provision 55(1) "Revision of Bills" of Chapter VII (METERING, POWER SUPPLY CHARGES AND SECURITY DEPOSITS) under the Electricity Department, Puducherry, TERMS AND CONDITIONS OF SUPPLY OF ELECTRICITY called earlier in this submission may be pleased to be considered and pass order to pay a maximum back period of three years from the date of billing and proper in the Interest of Justice.

(B) Submissions by the Respondents :

Shri. K. Ramanathan, working as Executive Engineer-Rural North O&M in Electricity Department, Puducherry, stated on oath as under:-

1. That the Deponent is working as Executive Engineer, and is duly authorized by Electricity Department, Puducherry vide letter no 3391 , Dt:17-10-22 (Exhibit-1) , to file this reply and represent on behalf of Electricity Department Puducherry ,in this case.

2. That para-wise counter reply are as under

i) The Respondent respectfully submit that the existing electricity service connection, bearing Policy No.638842/A1; Policy Reference Code 26-20-01-0026/A1 in favour of The Divisional Engineer, Telephone Department, (Now M/s. Bharat Sanchar Nigam Ltd, A Government of India Enterprise), Puducherry, located at PIPDIC Industrial Estate, Mettupalayam, Puducherry, was affected as three phase connection on 19.12.1988. The total connected load of the said electrical service as per the Test Report dt. 19.12.1988 (Exhibit-2) furnished by the Assistant Engineer concerned was 24,560 W with

initial reading of 000159. No amount of Security Deposit was collected in respect of the said service. The Multiplying Factor (M.F.) in respect of the said service was not indicated in the Test Report and the same was adopted as Factor of 1 (One) in the bill credentials of the said service and accordingly Current Consumption Charges bill was generated and claimed from the date of energization of the said service.

ii) The Respondent respectfully submit that the Anti-Power Theft Squad (APTS) of this Department conducted surprise inspection of the premises of the Petitioner on 08.02.2011 in the presence of the Assistant Engineer, Kurumbapet Sub-Station, Junior Engineer, Muthirapalayam O. & M., and the Representatives of the Consumer and submitted their report on 16.02.2011 (Exhibit-3).

3. The Respondent respectfully submits that in respect of the said electricity service connection, bearing Policy No.638842/A1; Policy Reference Code 26-20-01-0026/A1, the Anti-Power Theft Squad (APTS) of this Department made the following observations:

- (i) The service policy and the meter have been checked and the existing meter is Electro Mechanical type Havells make 50 A capacity whole current meter. The lead seals at the meter were found intact at the time of inspection. The lead seal at the meter terminal cover and cut outs were not available at the time of inspection.
- (ii) The Multiplication Factor indicated in the name plate of the Meter is 10 (Ten) which has not been adopted in the C.C. bill.
- (iii) Power Check Test carried out on 08.02.2011. If the MF 10 is adopted, the power check test result is satisfactory.
- (iv) The connected load of this service physically verified and the present connected load noticed on 08.02.2011 was 18,090 Watt.



- (v) The C.C. bills from the month of July, 2010 to November, 2010 have been verified. In all the C.C. bills, the M.F. indicated as 1 (One) instead of 10 (Ten). The monthly consumption of this service policy as per the CC bill issued was about 800 units to 1200 units (i.e.) the actual consumption was about 8000 units to 12000 units/month.
- (vi) For the service policy 26-20-01-0026/A1, the CC bill shall be revised immediately by adopting the Multiplication Factor 10 (Ten) for the period, the MF has been left out in the CC bill. Lead seals may be provided at the meter terminal cover and cut outs. The connected load of this service may be verified from the Office records and action shall be taken accordingly.
4. The Respondent respectfully submit that pursuant to the report of the Anti-Power Theft Squad, relating to omission of Multiplication Factor, in respect of the Policy No.638842/A1; Policy Reference Code 26-20-01-0026/A1, (Exhibit-4). Adverting to the said supplementary demand, the Appellant concern (Divisional Engineer, BSNL) vide letter dated 14.02.2012 (Exhibit-5) & 21.04.2012 (Exhibit-6) has requested the Third Respondent to furnish the Due-Paid statement from December, 1988 to December, 2010 on account of clarifications required by the BSNL, Audit Wing, for further process of the claim and till such time not to incorporate the demand amount raised due to omission of Multiplication Factor in the Electricity bill and not to levy the Belated Payment Sur Charges.
5. This Department letter No. 1653/ED/JAO/REV.II/M/2012-13 dt. .07.2012 (Exhibit-7) to B.S.N.L., Puducherry, *interalia*, stated that the amount settled by the B.S.N.L., is only for 1/10 of the total amount and the remaining 9/10 of the amount have to be settled.
6. The Respondent respectfully submit that, subsequently, the Appellant concern (AGM, BSNL) vide Letter dated 27.08.2012 (Exhibit-8) has addressed the Electricity Department stating that on corporatization

of erstwhile Department of Telecommunications of Government of India into BSNL w.e.f. 01.10.2000, the claim up to 30.09.2000 will have to be taken up with the Government of India, Ministry of Communications and subsequent to 30.09.2000, the claim will have to be cleared by BSNL Audit. The petitioner has therein requested this Department to keep the arrear claim separately and not to levy any penalty and not to include the arrear with the regular monthly bill, keeping in view the lengthy proceedings involved in the settlement of old claim. It is pertinent to submit that the petitioner had acknowledged to the apparent fact that the old claim involved considerable period of time for scrutiny.

7. This Department vide No. 906/ED/JAO/REV.II/U.8/2013-14 dated 07.05.2013 (Exhibit-9) had issued letter to the petitioner concern that Current Consumption Charges bill of the said service bearing Policy No.638842/A1; Policy Reference Code 26-20-01-0026/A1 has been revised with effect from 19.12.1988 by incorporating the Multiplying Factor 10 (Ten) and the current consumption bills for the period up to December, 2010 paid by the B.S.N.L., has been adjusted. Further it has been requested the Petitioner concern to settle the demand amount of Rs.64, 49,976/- immediately, so as to avoid disconnection of service connection for non-payment of dues as per the rules.
8. The Petitioner concern by letter dated 23.05.2013 (Exhibit-10) while furnishing the payment particulars, has once again requested the Department to furnish the month-wise particulars of dues for processing the matter at their end.
9. In reply, this Department vide letter No. 906/ED/JAO/REV.II/U.8/2013-14 dated 30.05.2013 (Exhibit-11) had furnished the details of amount to be settled by the BSNL, Puducherry, and demanded the revised amount for Rs.59, 44,730/- (Rupees fifty-nine lakhs forty-four thousand seven hundred and thirty only) for the period up to March, 2013, after making necessary

adjustments with the amount already settled by the BSNL. An amount of Rs.53, 94,693/- (Rupees fifty-three Lakhs ninety-four thousand six hundred and ninety-three only) was calculated up to December, 2010 exclusive of Belated Payment Sur Charge and the same was communicated to BSNL, Puducherry vide the above cited letter.

10. Aggrieved over the Supplementary Demand, the Petitioner had issued an Advocate Notice dated 18.06.2013, which was duly replied by the Government Pleader for any recourse to revision as per the rules.
11. The Respondent respectfully submit that the arrear amount has been calculated and arrived for the power actually consumed by the BSNL, Puducherry, from the date of energization and there is no limitation to claim the arrears from the BSNL, Puducherry. The BSNL, Puducherry, has accepted the Multiplication Factor 10 (Ten) and had been paying the Current Consumption Charges for the period from January, 2011 onwards. Therefore, the BSNL, Puducherry, are stopped for denying the payment of arrears calculated for the Multiplication Factor.
12. The Respondent respectfully submit that the Complainant had availed the power supply extended by the Respondent Department for the actual period and the liability to pay the dues arise when the Electricity is consumed by the petitioner for COMMERCIAL PURPOSE, although it is payable after a valid bill quantifying the liability is raised by the Distribution Licensee. Hence, the due payable by the said Government Undertaking to the Government Exchequer is payable in the context of the Section 24 of the Indian Electricity Act, 1910 and Section 56 of the Indian Electricity Act, 2003.
13. The Respondent respectfully submit that admittedly the demand for old period payable by the Petitioner Undertaking, due to Bonafide Error of omission of Multiplication Factor, pursuant to the surprise

inspection of the Anti-Theft Power Squad, required considerable period of time to scrutinize the records ranging over a period since energisation i.e. from 1988.

14. In the event of any clerical error or mistakes in the amount levied, demanded or charged by the licensee, the licensee will have the right to demand additional amount in case of undercharging. In terms of the undertaking furnished by the complainant in their application for extension of power supply dated 19.12.1988 submitted by the Telecom District Engineer, Pondicherry, the Petitioner is bound by the Tariff and Supply conditions, Codal provisions, as applicable and amended from time to time, imposed by the Government as per the statutory provisions and imposed by the Respondent Department.
15. The Respondent respectfully submit that even though the liability to pay energy charges is created on the day, the electricity is consumed, the charge would become first due only after a bill or a demand notice is served. Therefore, the limitation in the present case also shall run from the date of demand notice. The contention put forth by the Appellant that assailing the demand as barred by the period of limitation is not tenable. The Tamil Nadu Electricity Ombudsman by their Order dated 30.09.2016 (Exhibit-12) in Appeal Petition No. 17/2016 (M/s. Orchid Chemicals & Pharmaceuticals Ltd., Chennai Vs. The Assistant Engineer O. & M., TANGEDCO, & 2 others by relying on the decisions of the Hon'ble High Court of Delhi by a catena of cases has upheld the demand towards shortfall arising out of Multiplication Factor issued by TANGEDCO and defined the extent of limitation from the period of demand.
16. The Respondent respectfully submit that the supplementary bill has been raised is for the actual consumption made by the Petitioner and there is no dispute on this count. It is the contention of the Petitioner on the grounds that back billing is to be restricted for a period of three years from the date of detection of omission. This contention is based on the reading and Petitioner's understanding of above cited



Clause 55(1) of the Terms and Conditions of Supply of Electricity Notified by Government of Puducherry vide G.O. Ms. No. 29 dated 19.04.1993. Clause 55 (1) of the Terms and conditions of supply of electricity relied upon by the Petitioner deals with revision of bills arising out of defective metering, incorrect application of tariff, wrong billing due to arithmetic

error etc., in such cases, the original bill has been raised for the entire energy consumed and revision of bill is required to correct it. In the present case, however it is not a revised bill, but supplementary bill for the energy consumed but not billed earlier. This is a case of "SUPPLEMENTARY BILLING" and hence would not fall within the ambit of the cited Clause 55(1).

17. The Respondent respectfully submit that the APTS of this Respondent Department has pointed out the omission on billing during their inspection of the premises on 08.02.2011. Multiplication Factor was changed from 01 (One) to 10 (Ten) and the bills were being served accordingly from the subsequent month and the petitioner had been paying the bills since then without any objection.
18. The Respondent, pursuant to the directions of the Hon'ble Consumer Grievances Redressal Forum, Puducherry during the hearing held on 28.06.2022 in the Consumer Case No. 100/2022, submitted that the break-up for calculation of arrears of Current Consumption Charges, arising out of omission of billing, amounting to Rs.53,94,693/- (Rupees fifty-three lakhs ninety-four thousand six hundred and ninety-three only) for the period commencing from 19.12.1988 to 31.12.2010 in respect of the said commercial electricity service connection, was not traceable despite thorough search. It is found that the same was misplaced during the Office shifting of Revenue-II building. However, a fresh calculation statement for calculation of arrears of current consumption charges, arising out of omission of billing amounting to Rs.51,21,438/- (Rupees fifty-one lakhs twenty-one thousand four hundred and thirty-eight only) for the period

commencing from 19.12.1988 to 31.12.2010 in respect of the said commercial electricity connection, was prepared and submitted before the Hon'ble CGRF, Puducherry.

19. The Respondent respectfully submit that the calculation statement for calculation of arrears of current consumption charges for an amount of Rs.51,21,438/- for the period from 19.12.1988 to 31.12.2010 in respect of the said commercial electrical connection was for the omission of billing for the Multiplication Factor (MF) of 9 (Nine). The complainant organization, BSNL, had kept an outstanding amount of current consumption charges for Rs.1, 93,779/- for the Multiplication Factor (MF) 1 up to the period of December 2010. Accordingly, a total amount of Rs.53,15,217/- (Rupees fifty-three Lakhs fifteen thousand two hundred and seventeen only) is due to be paid by the complainant towards arrears of Current Consumption Charges for Multiplication Factor 10 (Ten) for the period from 19.12.1988 to 31.12.2010 in respect of the said electricity service connection. The Original ledger in respect of the existing electricity service connection, bearing Policy No.638842/A1; Policy Reference Code 26-20-01-0026/A1 held in favour of The Divisional Engineer, Telephone Department, (Now M/s. Bharat Sanchar Nigam Ltd, A Government of India Enterprise), Puducherry located at PIPDIC Industrial Estate, Mettupalayam, Puducherry, for the period from January 1989 to August 1999 is not traceable, despite thorough search. As such, the calculation statement for claiming of current consumption charges for the omitted Multiplication Factor of 9 (MF 9) for the said period (128 months) has been claimed based on the average 788 units with initial reading of 159 in Jan. 1989 and final reading of 100915 in the month of August 1999.
20. The current consumption charges due to be paid by the Consumer, BSNL from Jan. 1989 to May 2022 are submitted below:

Arrear due to omission of MF 9 from Jan.1989 to Dec. 2010- Rs. 51,21,438/-



Arrear up to December 2010 for MF 1	- Rs. 1, 93,779/-
Total Arrear up to December, 2010 (MF10)	- Rs. 53, 15,217/-
Arrear from January 2011 to May 2022 (Arrear claimed without BPSC as per the Interim Order dt. 04.07.2022 of the Hon'ble CGRF, Puducherry, in the said C.C. 100/2022)	- Rs. 6, 92,269/-
Grand C.C. Arrears due up to May 2022	- Rs. 60, 07,486/-

21. The Respondent respectfully submit that the supplementary bill raised is for the electrical energy supplied by this Department WITHOUT ANY DEFICIENCY IN SERVICE and actual energy consumed by the Petitioner solely for commercial purpose and there is no dispute on this count. In the case of Revision of bills, the original bill is raised for the entire energy consumed and revision of bill is required to correct it. In the present case, the original bill claimed was short claim due to omission of Multiplication Factor 9; As such, the supplementary bill is claimed for the omitted Multiplication Factor 9, only for the ACTUAL ENERGY CONSUMED, clearly following the principles of natural justice.
22. The complainant BSNL vide their letter dt. 27.08.2012 (Exhibit-8) has interalia requested this Respondent Department "TO FORWARD THE CLAIM BASED ON ACTUAL METER READING BASIS WITH SUPPORTING DOCUMENTS FOR THE PERIOD FROM 19.12.1988 TO 31.12.2010 SO AS TO TAKE UP THE MATTER WITH THEIR CIRCLE/CORPORATE OFFICE TO GET SANCTION AND FUND ALLOTMENT FOR OLD PERIOD ARREARS CLAIM". The complainant is bound to act accordingly and pay the dues as claimed by this Department for the said period.
23. The Divisional Engineer, Telephone Department, (Now M/s. Bharat Sanchar Nigam Ltd, A Government of India Enterprise), Puducherry, in their application for new LT connection of the said commercial service, SUBMITTED A UNDERTAKING THAT THE TELEPHONE

DEPARTMENT (NOW BSNL) WAS BOUND BY THE TARIFF AND SUPPLY CONDITIONS, CODAL PROVISIONS, RULES AND REGULATIONS, TERMS AND CONDITIONS OF THIS DEPARTMENT, AS AMENDED FROM TIME TO TIME. IN TERMS OF THE SAID UNDERTAKING, THE BSNL IS BOUND TO PAY THE DUES OF CURRENT CONSUMPTION CHARGES WHICH HAS BEEN CLAIMED ONLY FOR THE ACTUAL ENERGY CONSUMED AND UTILIZED FOR SOLELY COMMERCIAL PURPOSE.

24. The sum due from the complainant on account of omission of billing in respect of the said service had been showing continuously in the monthly current consumption charge bill from March 2012 onwards. Subsequently, based on the request from BSNL and as the disputed claim is under subjudice, this Respondent Department had been admitting the payment of current month charges alone in respect of the said service.

25. Chapter 8.1 (11), of the Joint Electricity Regulations Commission, Supply Code, 2010, provided that

"Separate bills shall be issued for dues which may arise because of audit paras or settlement of various disputes except demand for additional security deposit. Such bills should be accompanied with written details of basis of billing, period of billing etc".

26. The supplementary demand vide Letter No. 906/ED/JAO/REV.II/U.8/2013-14 dt. 30.05.2013 (Exhibit-11) had been issued by the Department herein, in terms of the above provision existed in force at that time. The Complainant, as a Bona fide Consumer, is also bound by the said Codal provision and liable to pay the supplementary demand amount claimed by the Licensee Department for the actual energy consumed in respect of the said electrical service for COMMERCIAL PURPOSE.

27. The Complainant BSNL, has paid an amount of Rs.8,62,630/- (Rupees eight Lakhs sixty-two thousand six hundred and thirty only) towards

current consumption charges for the period from March 2021 to May 2022 without Belated Payment Sur Charge (BPSC) in respect of the said electricity service connection, bearing Policy No.638842/A1; Policy Reference Code 26-20-01-0026/A1, vide Letter No. CGRF/CC100/2022/4 dt. 20.07.2022 of the Divisional Engineer (Out Door), BSNL, Puducherry.

28. As preparation of the supplementary bill involved verification of past records pertaining to the period dating back to 1988, there was some inevitable delay in finalizing the amount to be claimed from the petitioner.
29. The Respondent respectfully submit that compilation of records to substantiate the claim of the Department on the due payable by the Petitioner on account of the change in Multiplication Factor, had taken sometime, in view of the voluminous records that has to be gone through over a period of almost 35 years. There was no wanton mala fide or willful intention on the part of the Respondent Department to deny any documentary evidence towards the claims as alleged by the petitioner.
30. The Respondent respectfully submit that the petitioner was all along paying for only one tenth of the actual consumption due to the unintentional and inadvertent omission in the application of the Multiplication Factor. The petitioner cannot rightfully claim the continuance of the benefit of such a omission once the same had been detected. The Department has every right to raise bills for the actual consumption made by the Petitioner and there is nothing illogical or unjust as claimed by the petitioner. This is case of SUPPLEMENTARY BILLING and HENCE, THERE IS NO DEFICIENCY IN SERVICE.
31. The Respondent respectfully submit that the monetary value of Rs.53,94,693/- which was previously claimed as Supplementary demand, was very much higher in the year 2013 comparing to its current depreciated value of money. The Respondent humbly request



the Hon'ble Electricity Ombudsman to consider this aspect and render justice.

32. The Respondent respectfully submit that the claim is not hit by any limitation unless and until law limits the right of the licensee to assess or compute or to serve a bill, it cannot be said the licensee loses its right to demand the money due to it by serving a bill. Neither Section 26 of the Indian Electricity Act, 1910 nor Section 56 of the Electricity Act, 2003, has any application to a supplementary demand made by the licensee for the unclaimed amount for the electricity consumed if the consumer was under-billed due to omission or clerical mistakes or human error. In case, the consumer is under-billed on account of clerical mistake such as the present case, where the Multiplication Factor had changed from 1 (One) to 10 (Ten), but due to oversight, the Department issued bills with 1 (One) as Multiplication Factor instead of 10 (Ten), the basis of limitation cannot be raised by the consumer.
33. The Respondent respectfully submit that the Respondent Department is bonafide extending power supply to the Petitioner undertaking, which is also a Government of India Undertaking. There is no unjust enrichment made by the Respondent Department in the above matter and the dues payable by the petitioner as per the rules is accrued to the Government Exchequer towards actual consumption made during the said period that too for COMMERCIAL PURPOSE, to be complied as per the statutory provisions. A Government Undertaking cannot assail the Government orders in violation of the rules.
34. The Respondent respectfully submit that the Government of Puducherry through the Electricity Department had been purchasing power supply from the Central Stations and other States Generating Stations for distribution of power supply to the Union Territory of Puducherry. Further, the Electricity Department is liable to pay Belated Payment Sur Charge for non-payment of power purchase. As such, the Electricity Department had already paid the charges for the

energy consumed by the consumer. If the consumer fails to remit the charges towards the consumed energy, it would cause loss to the Government of Puducherry.

35. The Respondent respectfully submit that if dues of electricity charges outstanding in respect of electricity supplied to a premises were to be permitted to be equated with a contractual claim of damages, it would encourage dishonest consumers to raise some dispute or other in respect of such dues and evade the consequences of non-payment of electricity charges viz., disconnection/non-resumption of supply.
36. The Respondent respectfully submit that by apparent facts and circumstances of the case and the provisions of law as it stands, the Department's right to claim the amount due on account of actual consumption through supplementary bill accrued to the Government Exchequer, after making due adjustments cannot be denied by the petitioner, which is also a Government Undertaking, UTILISING FOR COMMERCIAL PURPOSE. It is pertinent to submit that bonafidely the Respondent Department has not disconnected the power supply as provided under the statute mainly on the grounds that the petitioner is also an instrumentality of the Government and the issue regarding actual dues may be resolved by recourse to available legal remedies. Therefore, the Respondent prays the Hon'ble Electricity Ombudsman that the complaint in the above said Appeal may be dismissed in limine and thus renders justice.
37. The Respondent respectfully submit that the Hon'ble CGRF, Puducherry, has pointed out in the Final Order in Consumer Case No. 100/2022 as detailed below:

In Civil Appeal No. 7235 of 2009, the Hon'ble Supreme Court of India held that Section 56 (2) of Electricity Act does not preclude the Licensee from raising additional or supplementary demand after the expiry of limitation in the case of a mistake or bonafide error and the court came to conclusion that what is barred under section 56(2) is

only disconnection of Supply of Electricity. In the present case there is no disconnection of supply of electricity made by the Respondent. The Hon'ble Court further observed that raising of additional demand in the form of short assessment notice on the grounds that in the bills raised during a particular period of time. The Multiplication Factor was wrongly mentioned, cannot tantamount deficiency in service, if the Licensee discover in the course of Audit or otherwise that a consumer has been short billed, the Licensee is certainly entitled to raise the demand. It is pertinent to mention that the Licensee would supply the electrical energy and the consumer is in duty to bound to pay the sum due towards electricity consumed.

In Maharashtra State Electricity Board vs. M/s. Swasthik Industries in the first Appeal No. 520/1995, the Hon'ble National Consumer Dispute Redressal Commission observed that, "it is true that the Appellant woke up after a period of 9 years to discover this report and made their claim accordingly. However, the functionaries of the Appellants should not be made a ground to cause a loss to the public utility concern."

38. The Respondent respectfully submit that, as directed by the Hon'ble Electricity Ombudsman in the said appeal vide Para 9 , the disputed meter could not be tested as the same is not traceable , However APTS wing of this Department had conducted Power check test of the disputed meter in the presence of Assistant Engineer /Kurumbapet SS, Junior Engineer /Muthirapalayam O&M and the consumer representatives on 08-02-11 and reported that if the MF 10 is adopted the power check test result is satisfactory. The disputed Electro Mechanical Meter was replaced during May-17 with DLMS Energy Meter.
39. Pursuant to the directions of the Hon'ble Electricity Ombudsman in the said Appeal, the Appellant has been directed by this Department vide letter dt. 30.09.2022 (Exhibit-13) to pay an amount of Rs.17,07,146/- (Rupees seventeen lakhs seven thousand one hundred and forty-six



only) (i.e.) 1/3rd (one-third) of the disputed bill amount of Rs.51,21,438/- and previous undisputed amount of Rs.1,93,779/- up to December, 2010 for MF 1, within 7 days from the date of the letter. The Appellant has not paid the said amount till date.

40. The Respondent respectfully submit that, as directed by the Hon'ble Electricity Ombudsman in the said appeal, the appellant was called for hearing for mutual agreement to settle the representation in the chamber the Executive engineer Rural North O&M on 30-09-22. The representatives of the appellant had attended the hearing but not consented for mutual agreement.
41. The Respondent respectfully submit that, the documents as called for in para no.10 in the admission notice of the said appeal are submitted herewith. (Exhibit-14)
42. The Respondent respectfully submit that all the contention of the Appellant in the Appeal are denied and not tenable.
43. The Respondent respectfully pray that the Hon'ble Electricity Ombudsman may be pleased to dismiss the complaint in the appeal with costs and direct the Complainant to pay the outstanding arrears of Current Consumption Charges FOR THE ACTUAL ENERGY SUPPLIED WITHOUT ANY DEFICIENCY IN SERVICE AND UTILISED BY THE APPELLANT FOR COMMERCIAL PURPOSE, as demanded by this Respondent Department, immediately and thus render justice.

(C) Ld.CGRF-Puducherry's order dated-22.08.2022 preferred for Appeal: -

Order

“ i. In view of the above observation, the second relief prayed in the complaint and other relief prayed in the rejoinder are not allowed.

ii. The first relief prayed in the complaint was already allowed as per the Interim Order passed on 01/07/2022.



ii. **The Complainant is directed to settle the disputed bill amount of Rs.51, 21,438/- within two months. In case of any request of instalments, the Respondent may consider the request on due merit basis.**

iv. **The Complainant, if aggrieved, by non-redressal of his / her grievance by the Forum or non-implementation of CGRF Order by the Licensee, may make an Appeal in prescribed Annexure-IV to the Electricity Ombudsman, Joint Electricity Regulatory Commission for the state of Goa and Union Territories, 3rd Floor, Plot No. 55-56, Pathkind Lab Building, Service Road, Udyog Vihar, Phase IV, Sector -18 Gurugram, Haryana-122015; email ombudsman.jercuts@gov.in within 30 days from the date of this Order under intimation to this Forum and the Respondents."**

(D) Deliberation during e-hearing on 15.12.2022 :-

1. Appellant's Submission:

- (a) Sh. Vijaya Karthic .V-Divisional Engineer (outdoor) on behalf of the Appellant, reiterated his version as submitted in the Appeal. He further submitted that Respondents never tested the meter from 1988 to 02/2011 (Checking by APTS) and even during testing by APTS, no tempering was found.
- (b) He further submitted that an amount of Rs.19,00,925/- has been deposited with the Electricity Department as **Challenged Amount**, as per orders of this Court.

2. Respondent's Submission:

- a. Sh.K. Ramanathan -Executive Engineer for the Respondents reiterated his stand as submitted in the counter reply.
- b. He confirmed the receipt of Rs.19,00,925/- as **Challenged Amount** from the BSNL.
- c. He further submitted that a surprise checking was carried out by the Anti Power Theft Squad on 08.02.2011 and it was found that multiplying factor of 10 was missing, since the date of release of connection on 19.12.1988 and accordingly the short assessment has been worked out for 22 years and 07 months for Rs.65,47,876/-, which was reflected in the bill issued in March,2012. Before that a

notice was issued on 30.01.2012.

- d. On the request of BSNL, the Respondents vide letter No. 906/ED/JAO/REV.II/U.8/2013-14 dated 30.05.2013, had furnished the details of amount to be settled by the BSNL, Puducherry, and demanded the revised amount for Rs.59, 44,730/- (Rupees fifty-nine lakhs forty-four thousand seven hundred and thirty only) for the period up to March, 2013, after making necessary adjustments with the amount already paid by the BSNL.
- e. His attention was invited that as per the checking carried out by the Anti Power Theft Squad on 08.02.2011, the Make of the Meter has been found as **HAVELLS make Meter Sr. No-5774967 having 5 digits** whereas as per the Meter Change order dated-19.12.1988 the Make of the meter was **JAIPUR make Meter Sr. No-10060117 having 6 digits**. He has no answer to the observation of this court .

(E) Findings & Analysis: -

1. I have perused the documents on record, CGRF orders and pleadings of the parties.
2. The documents submitted by the parties have been believed to be true and if any party submitted a fake/forged document, then they are liable to be prosecuted under relevant Indian Penal Code/Rules/Regulations.
3. The issues which have arisen for considerations in the present Appeal are as under: -
 - i. Whether the amount charged on the basis of checking of meter conducted by APTS on 08.02.2011 was correct or not?
 - ii. Whether the Respondents are entitled for payment of a demand of Rs. Rs.65,47,876/-, raised in the bill of March,2012, for the **first time (first due)** after a gap of approx. 23 years.?



4. Hon'ble High Court of Judicature at Madras vide order dated-03.12.2021 titled M/s BSNL vs Superintending Engineer, has passed the following order in the writ petition number W.P. No-33432 of 2013, decided on 03.12.2021: -

ORDER

“ The demand for settlement of outstanding arrears issued in proceedings dated 30.05.2013 is under challenge in the present Writ Petition.

2. The petitioner BSNL raised an objection for the demand mainly on the ground that there was an enormous delay in sending the bills, for which, the petitioner cannot be penalised.

3. The learned counsel for the petitioner made a submission that with reference to the current bills, the petitioner had accepted the same and in respect of the bills, which were sent belatedly, the reason for objection on various grounds. It is clarified that the original bills were already settled by the petitioners and the revised bill raised after several years alone is questioned by the petitioner.

4. However these disputed issues required an adjudication in an elaborate manner and such an enquiry cannot be conducted by the High Court in a Writ Petition under Article 226 of the Constitution of India. Under Section 42 (5) of the Electricity Act, 2003, the Consumer Grievance Redressal Forum is constituted for the purpose of resolving such disputed issues between the parties.

5. The learned Additional Government Pleader, Puducherry, also urged this Court by stating that the petitioner has to approach the forum or resolving the issues.

6. Under these circumstances, the petitioner is at liberty to approach the Consumer Grievance Redressal Forum for the purpose of adjudication of issues on merits and in accordance with law by submitting all relevant documents and evidences. The applicant in the event of filing of an application, the Grievance Forum shall consider the period during which the Writ Petition was pending before the High Court for the purpose of condoning the delay in filing the delay or otherwise if any application is filed to condone the delay. The issue raised between the parties are directed to be adjudicated on merits and in accordance with law as expeditiously as possible.

7. With these directions, this Writ Petition stands disposed of. No costs. Consequently, connected Miscellaneous Petition is closed.”



5. Now let us examine the issue no 3(i) as above, as to whether the amount charged on the basis of checking of meter conducted by APTS on 08.02.2011 was correct or not?

(a) The particulars of the meter installed against policy number-26-20-01-0026 in 1988 and the particulars of the meter checked by the APTS on 08.02.2011 are tabulated below for better clarity: -

Sr.No.	Particular of the Meter	As per Report of dated- 19.12.1988 at the time of installation of a new meter	As per Report of APTS dated-08.02.2011 at the time of Checking
1	Make	Jaipur	Havells
2	Capacity of Meter	3x50 Amp	50 Amp
3	Meter Nos	10060117	5774967
4	Reading	000159	15164
5	Digits of Meter Reading	6	5
6	Date of installation	21.01.1989	Not furnished by Respondents

From the above table it is very clear that meter checked by APTS was of **HAVELLS make with Meter Sr. No-5774967 having 5 digits**, whereas meter initially installed on 19.12.1988 was of **JAIPUR make with Meter Sr. No-10060117 having 6 digits**. The Respondents have suppressed this vital information in the consumption data supplied from January,1989 to December,2010 that there were different meters installed at relevant time. They have intentionally shown the **JAIPUR make with Meter Sr. No-10060117 having 6 digits** from January,1989 to December,2010, in order to build up their case of charging the short assessment since 1988. However, the checking report of APTS on dated-08.02.2011 established beyond doubt that **JAIPUR make with Meter Sr. No-10060117 having 6 digits** was not existing on 08.02.2011.

The claim of the Respondents that Multiplier Factor (MF) was missing in the bill since the date of energization of this connection in 1988 is misconceived and incorrect as per records submitted by the Respondents. Therefore, in

my considered opinion the claim of charging of short assessment on account of omission of MF in the billing from the date of energization of this connection in 1988, is arbitrary, incorrect as per record and accordingly hereby rejected.

6. Regarding issue no 3(ii) as above, as to whether the Respondents are entitled for payment of a demand of Rs. Rs.65,47,876/-, raised in the bill of March,2012 for the first time (first due) , after a gap of appox.23 years.?

6(a) Following provisions have been provided in the Supply Code Regulations- 2010, notified by the Hon'ble Commission w.e.f- 19.05.2010: -

“ 7.4 Testing of Meters

- (1) The Licensee shall ensure tested meters are installed at the consumer premises. Meters purchased by the consumer shall be tested, installed and sealed by the licensee.**

The licensee shall also conduct periodical inspection/testing of the meters as per the following schedule:

- (a) LT Single-phase meters: –at least once every five years**
- (b) LT 3 phase meters: –at least once every 3 years**
- (c) Other LT metering systems –at least once every 2 years**
- (d) HT meters including MDI:**
- **For EHT consumers - once in six months**
 - **For HT consumer – at least once a year.**

CT and PT shall also be tested along with meters.

Records of these test results shall be maintained in accordance with Central Electricity Authority (Installation and operation of Meters) Regulations 2006.

- (2) If required, the licensee may remove the existing meter for the purpose of testing. The representatives of the licensee must, however, produce an authenticated notice to this effect and sign the document, mentioning his full name and designation, as a receipt, before removing the meter. The consumer shall not object to such removal.**



(3) The licensee may arrange for third party testing at NABL accredited test labs and recalibrated if required at manufacturer's cost, if the testing facility is not available with them for periodical testing, or in case of consumer's request when meter is defective."

6.(b) Following provisions were provided in the " Terms and conditions of power supply in the Union Territory of Pondicherry" , notified by the Govt. of Pondicherry vide notification no-G.O.Ms.No.28 dated-19.04.1993, which was applicable before the enforcement of Supply Code Regulations- 2010, notified by the Hon'ble Commission w.e.f-19.05.2010: -

" 51. CORRECTNESS OF METER: -

The electricity supplied to a consumer shall be ascertained by means of correct meter which shall be hired by the department and the department shall keep the meter correct.

At periodical intervals, the meters will, if desired by the department, be recalibrated and standardised by means of standard instruments by the department. In respect of High Tension service connections, however, such recalibration will be done in the presence of the consumer's Electrical Engineer or his representative if the consumer so desires. Adjustments in bills will be made for error at average load and power factor of the consumer, when the meter is found to be incorrect during periodical tests for a preceding period of four months for High Tension service connections and two assessment periods or four months for Low Tension service connections, unless there is evidence for adopting a different period.

If the consumer considers that the meter is defective, he may apply to the Engineer to have a special test carried out on the meters at any time and the cost of such a test shall be borne by the department or the consumer according as the meter is found defective or correct as a result of such a test. The meter will be deemed to be correct if the limits of error do not exceed those laid down in Indian Electricity Rules 1956 or any other statutory modification thereof for the time being in force or in Bureau of Indian Standard Specification.

The department shall, at any reasonable time and after informing the consumer of its intention, have access to and be at liberty to inspect and test the meter and for that purpose, if it thinks fit, take off and remove any meter to its laboratory.



55. REVISION OF BILLS

Revision of bills arising out of any reason attributable to the department like defective meter, defective metering arrangement, incorrect application of tariff, wrong billing etc., will be made for the duration of the period for which such revision is called for, subject to a maximum back period of three years from the date of billing.

Revision of bills arising out of any reason attributable to the consumer will be made for the duration for which such revision is called for.”

6.(c) Respondents have not followed the provisions for periodical testing of meters as per the Supply Code-2010 **OR** as per the Terms and conditions of power supply in the Union Territory of Pondicherry” before the enforcement of Supply Code-2010. Therefore, they are barred by their own inactions and are not entitled to charge the Appellant beyond 2 years on account of deficiency in not carrying out the periodical testing of the meters.

6.(d) Following provisions have been provided in the Electricity Act, 2003:

SECTION 56

“ Disconnection of Supply in default of payment:

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

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

- a) an amount equal to the sum claimed from him, or
- b) the electricity charges due from him for each month calculated on the basis of average charge for electricity paid by him during the preceding six months,

Whichever is less, pending disposal of any dispute between him and the licensee.

- (2) Notwithstanding anything contained in any other law for the time being in force, no sum due from any consumer, under this section shall be recoverable after the period of two years from the date when such sum became first due, unless such sum has been shown continuously as recoverable as arrear of charges for electricity supplied and the licensee shall not cut off the supply of the electricity."**

6.(e) Following provisions have been provided in the Supply Code Regulations 2018 *as amended thereof*, as notified by the Joint Electricity Regulatory Commission regarding recover of arrears: -

Section 7.40:-

"Recovery of Arrears

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

Further, dues of any consumer (if any) pending for a period more than 6 months can be transferred to another installation of the same consumer after thorough verification by the Licensee, i.e., proof that the both consumers are same."

6.(f) Hon'ble Supreme Court in the judgement dated- 18.02.2020, in Civil Appeal No.1672 of 2020 titled Assistant Engineer (D1), Ajmer Vidyut Vitran

Nigam Limited & Anr. Vs Rahamatullah Khan, has held that the liability to pay arises on the consumption of electricity. The obligation to pay would arise when the bill is issued by the licensee company, quantifying the charges to be paid. Electricity charges would become "**first due**" only after the bill is issued to the consumer. The period of limitation of two years would commence from the date on which the electricity charges became "first due" under sub-section (2) of Section 56. This provision restricts the right of the licensee company to disconnect electricity supply due to non-payment of dues by the consumer, unless such sum has been shown continuously to be recoverable as arrears of electricity supplied, in the bills raised for the past period.

6.(g) As deliberated during e-hearing , it was informed by the Respondents that they for the first time , have issued the bill in the month of March,2012 showing 'arrears of short assessment due to omission of MF of 10 in the billing since 19.12.1988. Therefore, the **Bill** for short assessment was issued by the Respondents on 15.03.2012 (**to be regarded as date of First Dues**) for Rs.65,47,876/-, for the period from 01.01.1989 to 15.03.2012 (22 years 07 months) , whereas in view of provisions of Section 56(2) of Electricity Act-2003 and Section 7.40 of Supply Code Regulations-2018 and the dictum of Hon'ble Supreme Court as above, the Respondents are not entitled to charge any 'Dues' beyond a period of 2 years. Therefore, Respondents are barred by their own inactions to charge any 'Dues" from the Appellant beyond the two years from the date of first due i.e., before 15.03.2010 in the present case.

6.(h) In view of the above discussions, the demand raised by the Respondents vide bill dated-15.03.2012 is required to be quashed. However, since this dispute was pending for the last more than 10 years, firstly in Hon'ble High Court of Judicature at Madras and thereafter in CGRF after remanding the case back , therefore it will be in the interest of justice if a liberty is given to the Respondents to revise their short assessment regarding omission of MF for a period of two years i.e.-from 15.03.2010 to



15.03.2012 (**date of First Dues**), after proper scrutiny of their records as to whether the meter of **HAVELLS make Meter Sr. No-5774967 having 5 digits** checked by the APTS was existing from 15.03.2010 to 15.03.2012 or not. Further It is made clear that bill can be revised after proper scrutiny of the records as to whether the meter of **HAVELLS make Meter Sr. No-5774967 having 5 digits** checked by the APTS was existing as under: -

- (a) If the **HAVELLS make Meter Sr. No-5774967 having 5 digits** was existing from 15.03.2010 to 15.03.2012 (**date of First Dues**), then short assessment on account of omission of MF can be charged from 15.03.2010 to 15.03.2012 only.
- (b) If the **HAVELLS make Meter Sr. No-5774967 having 5 digits** was replaced after 15.03.2010, then short assessment on account of missing MF can be charged from the actual date of replacement of **HAVELLS make Meter Sr. No-5774967 having 5 digits** up to 15.03.2012 (**date of First Dues**) only.
- (c) If the **HAVELLS make Meter Sr. No-5774967 having 5 digits** was existing prior to 15.03.2010, then this order in Appeal No-180/2022 do not snatch the liberty given by Hon'ble Supreme Court in the judgement of Hon'ble Supreme Court in the case of Assistant Engineer (D1) Ajmer Vidyut Vitran Nigam & Anr.Vs. Rahamatullah Khan that licensee company may take recourse to any remedy available in law for recovery of the additional demand beyond two years from the "first dues", but is barred from taking recourse to disconnection of



supply of electricity under sub-section (2) of Section 56 of the Electricity Act-2003.

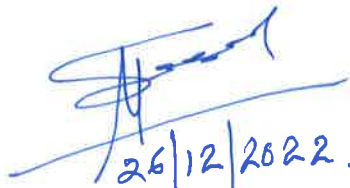
(F) DECISION: -

- (i) For the reasons discussed above, the appeal of the Appellant is allowed without any cost.
- (ii) The orders in Complaint No- 100/2022 dated-22.08.2022 passed by the Learned CGRF-Puducherry are set aside.
- (iii) The account of the Appellant be revised for the period as applicable and as explained in para-6(h), above without levy of any late payment surcharge. The payment of of Rs.19,00,925/- as deposited by the Appellant with the Electricity Department as **Challenged Amount**, should be refunded after adjusting the amount of revised bill within 30 days from the issuance of this Order by e-mail, failing which the Respondents are liable to pay the interest at the Bank Rate declared by the Reserve Bank of India prevailing on the 1st of April for the year, payable annually.
- (iv) The Electricity Department/Licensee should submit a compliance report to the office of the Electricity Ombudsman on the action taken in this regard within **45 days** from the date of issue of this order by email.
- (v) Non-compliance of the orders of the Electricity Ombudsman by the Electricity Department/Licensee shall be deemed to be a violation of Regulations and shall be liable for appropriate



action by the Hon'ble Commission under the provisions of the Electricity Act, 2003.

- (vi) In case, the Appellant or the Respondents are not satisfied with the above decision, they are at liberty to seek appropriate remedy against this order from the appropriate bodies in accordance with Regulation 37(7) of the Joint Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2019.
- (vii) The appeal is disposed of accordingly.



26/12/2022.

(M.P. Singh Wasal)

Electricity Ombudsman

For the State of Goa & UTs

Dated: 26.12.2022