

**THE STATE ELECTRICITY OMBUDSMAN**

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Appeal Petition No. P/018/2023  
(Present A. Chandrakumaran Nair)  
Dated: June-08-2023

Appellant : Rajagopal K.G.  
33/441 Methayil,  
Deshabhimani Road,  
Elamakkara Post.O.,  
Kochi, Ernakulam.

Respondent : Assistant Executive Engineer,  
Electrical Sub Division,  
KSEB Limited, Palarivattom

**ORDER**

**Background of the case**

The appellant Shri. KG Rajagopal is a consumer of the licensee (KSEBL) in Edappally electrical section with connected load 6kw in LT 7A tariff. The connection is availed for a small fabrication workshop. The consumer was not paying the electricity charges since May 2021. The consumer was not paying the charges. The power was disconnected on 5/02/2022. The service connection was dismantled on 29/12/2022. The total outstanding after adjusting the security deposit was Rs. 24,236/-. This amount includes regular current charges and the surcharge. The action has been initiated by the licensee for the revenue recovery procedure for recovering the arrears. The appellant filed petition to CGRF and CGRF issued order dated 28/2/2023 stating that the power disconnection as per Section 139 of Kerala electricity supply code 2014 has not been followed and respondent shall revise the demand for 180 days as per regulation 141 of Kerala State Electricity Supply Code 2014. Aggrieved by the decision of CGRF, the petition is filed to this authority.

## **Arguments of the Appellant**

1. A grievance dated 25-11-2022, submitted before the Executive Engineer, KSEBL, Divisional Office" Ernakulam, Kochi-682018. Compliant was against the Asst. Executive Engineer, Palarivattom and other concerned officers regarding the procedural laps, violation of regulation as per Kerala Electricity Supply Code, 2014 and discrepancies in the bills, arrears and total outstanding. No action was taken by the Executive Engineer and turned to next level of petition.
2. A petition dated 22-12-2022, in Form-A submitted before the Consumer Grievance Redressal Forum, Central Region. Regarding the petition, hearing was conducted on 02-02-2023. After the scrutiny of the petition, the respected Forum came to a decision that the Respondents [(i) Asst. Executive Engineer, KSEBL, Electrical Sub Division, Palarivattom, Ernakulam & (ii) Assistant Engineer, KSEBL, Electrical Section, Edappally, Ernakulam District.] are clearly violated many rules and regulations specified in the Supply Code, 2014. But the Forum's judgment was unsatisfactory because no action was taken against the concerned officials at KSEBL, Palarivattom. Forum recognized several violations and misappropriations against the consumer number 1155443003364 in the name Rajagopal KG, but no disciplinary action was taken against the concerned officials. Forum only found that the Respondents did not follow/violated the sub regulation 6 of regulation 139 and regulation 141 of the Kerala Electricity Supply Code,2014, respectively.
3. It is unfortunate that, Forum did not make any clarification from the Respondents regarding the rising of arrears/outstanding amount of Rs. 24,236; also, did not asked the explanation from the Respondents regarding the deduction of security deposit and the merit of Revenue Recovery of Rs.24,236 from Rajagopal KG. As per the KSEB's statement 24,236 Rs. is the total outstanding amount after the deduction of security deposit. So, what is the Security Deposit?  
The Forum neither asked the security deposit amount nor stated the same by the Asst. Executive Engineer, /Asst. Engineer. So here the question is that what is the Security Deposit Amount deducted by the KSEB from the outstanding, to file a Revenue Recovery case against Rajagopal KG for recovering Rs. 24,236/-.
4. In fact, the Date of Connection [Cons. No. 3364] was on 24-10-1991 in the name of Rajagopal KG and a Security Deposit of Rs. 7000/- (Seven Thousand) was deposited on 24-10-1991 by the consumer Rajagopal KG at KSEB, Edappally. So, regarding 7000/- Rs. as security deposit in the hands of KSEB since 1991, what is the status of the security deposit since after a long time.

As per the Forum's order, there was no decision mentioned regarding the security deposit and total outstanding if any.

On the time of hearing before the Forum, I submitted a supporting statement against the statement of facts produced by the Asst. Executive Engineer, Electrical Sub-division, Palarivattom, before the Forum.

5. While observing the complete facts and details, procedural violation on service disconnection, issuance of notice and bills, outstanding and dismantling the service is a clear-cut record of violation, sustainable. In the existence of mixed procedural violations, the generated bills and outstanding is not legally viable to pay any amount by the consumer at this point of situation. On the time of actual disconnection date, the genuine payable amount was already been deducted by the KSEB, Edappally Section, Palarivattom from the security deposit already in hands of the KSEB since 1991 by Rajagopal KG. Hence, pointing the record of total amount of Rs. 24, 236 /- outstanding and other allegations against the petitioner is a baseless and not sustainable as per the documents and Forum's findings.

Still the KSEB in stand to proceed Revenue Recovery for Rs. 24, 236 /-. And this online status record is fully against the judgment of CGRF-CR, Ernakulam.

6. a) Kindly Strikeout the fabricated outstanding amount and the unlawful procedure, initiating the Revenue Recovery by the KSEB, Electrical sub-Division & Edappally Section.  
b) Kindly give direction to the concerned Officials reinstates the service connection, already been dismantled illegally by the KSEB staffs on the date 19-12-2022.  
c) Also take straight disciplinary action against the concerned officials and staffs at KSEB, Electrical Sub Division & Edappally Section, Palarivattom; on processing forged records and details, misrepresentation, procedural violation on supply code, 2014 and intentionally omitting the petition by the Executive Engineer, Divisional Office, Ernakulam.

### **Arguments of the Respondent**

1. Electricity service connection bearing consumer no 3364 was registered in the name of Sri. K G Rajagopalan in Electrical Section, Edappally in LT VII A Tariff with a connected load of 6 KW under the Jurisdiction of this respondent. The consumer was not paying electricity charges and the same was disconnected on 5.02.2022. On 3.10.2022 a disconnection notice has been served to this consumer demanding the payment of dues instead of dismantling notice in annexure 18 by the officer in charge of revenue. The service connection was dismantled on 29.12.2022, after more the details were sent to Electrical Division, Ernakulam for initiating RR action, The total outstanding amount as on that date was Rs. 24236/-.

2. The arrear includes regular current charges and its surcharges. It is true that after disconnection on 5.02.2022, consumption was zero but the fixed charges

and meter rent which is also the part of the bill, has been served to consumer regularly. Consumer Sri Rajagopalan approached KSEBL office and showed his willingness in remitting the arrear in installment. KSEBL asked for a written application and due to financial crisis, he was not in a position to remit the initial amount and drop the plan.

It is true that by mistake the Section Authorities served a DC notice instead of Annexure 18 dismantling notice. For the final bill served to the consumer on 9.11.2022 under regulation 124 of Supply code 2014 all details including arrear were included and consumer has not remitted any amount and finally dismantled on 29.12.2022 (physical). Now the Security Deposit available was adjusted with the pending arrears and balance amount pending as arrear is submitted to Electrical Division, Ernakulam for RR action.

3. Sri. Rohith Rajagopal, son of Sri. Rajagopal filed Complaint No.75/22-23 before CGRF, Central region for the-irregularities and for action against the concerned officials and to strike out the overcharges billed etc. Honorable forum after conducting a hearing on 02-02-2023 and after verifying all records & statement submitted from both sides issued the order on 28-02-2023 in which Forum stated that

1. The licensee did not followed the procedure for dismantling the service connection as per the sub regulation 6 of Regulation 139 of Kerala Electricity Supply code 2014.

2. Directed the respondent to revise the demand for 180 days as per regulation 141 of Kerala State Electricity Supply Code 2014.

4. Accordingly, Section authorities of Electrical Section Edappally recalculated, the anear as Rs. 17216/- and the same was intimated to Executive Engineer, Electrical Division, Ernakulam. The officer in charge of revenue at Electrical Section, Edappally met the petitioner at his residence and explained about the calculation of arrear in the premise well before the order of CGRF and requested him to clear the arrears. But the consumer not noded positively & after the decision of Honorable CGRG, the petitioner approached this forum with ulterior motives.

5. The complaint raised due to non-payment of electricity charges. Consumer was never bothered to remit the actual electricity bills served to him before disconnection. Before CGRF, this respondent made this statement, but he did not replied for that. When the section authorities approached him at his residence, he took an attitude that KSEBL should clear his arrears. The bimonthly system generated bill were not fabricated by KSEBL, the discrepancies existed were rectified as per the order of CGRF. This service connection cannot be reconnected as it was dismantled due to nonpayment of electricity charges.

6. The pending arrear is a combination of Fixed charges, Meter rent and interest from 5/2021. No additional amount is included in the bill and the consumer is liable to pay the amount. The petitioner is lodging the complaint before different authorities and not interested in clearing the arrears from 5/2021 Under the above-mentioned circumstances kindly dismiss the appeal filed by the petitioner, Statements of facts are prepared after verifying all available documents at Electrical Section, Edappally and the statements are given in good faith.

## **Counter Arguments of the Appellant**

1. According to first paragraph in the Statements of Facts: - the Respondent is raising their most important allegation that "The consumer was not paying the electricity charges". As per the early submission, I pointed that this electricity connection was from the year 1991 and the consumer was paying the bills since 1991 onwards without any grievance. But later once in an emergency situation the consumer could not able to pay a single bill and on subsequent bills the consumer felt the amount had been inflated in the bills and the electricity officials were not ready to dispel the suspicion regarding the overstated bill charges when the consumer expressed his doubt and in fact, the consumer do not have any foul intention to stay back from clearing the early concerned bill. Therefore, the respondents such arguments are not sustainable as per the record from 24-10-1991 related to the Consumer No. 1155443003364, even though a security deposit of Rs. 7000/- still held by the respondent since 1991.
2. Dismantling notice should be served in Annexure 18 as per supply code, 2014 and this violation was pointed by me in the petition submitted before the Forum and the respondent has admitted the same before the Forum. As per the Statements of Facts, respondent states that the disconnection was on 05-02-2022 and served a disconnection notice on 03-10-2022 and between these two dates the respondent had purposefully omitted the details of several disconnection notices served improperly. The respondent's statement as the date of dismantle was on 29-12-2022 was a wrong. The exact dismantled date physically done on 19-12-2022.
3. Another unclear and uncertain statement was regarding the security deposit. Respondent says that "After adjusting the available Security Deposit". Here what is the Security Deposit adjusted by the respondent to become a final outstanding amount of Rs. 24,236/-. The respondent doesn't have any knowledge about this?
4. According to second paragraph in the Statements of Facts: - Regarding the arrears, regular charges, surcharges, fixed charges, meter rent; the respondent does not have a single answer regarding the calculation of the said charges.

The forum also asked the respondent that how these all charges are enumerated in the bills and the forum also directed the respondent to furnish the details. The respondent utterly failed to furnish the calculation of said charges and the calculation of outstanding amount of Rs. 24,236/-. The respondent also furnished another false statement that the consumer Rajagopal approached the KSEBL office. Rajagopal did not approach the KSEB office as stated by the respondent. According to third paragraph in the Statements of Facts: - Details of remarks already furnished above.

5. According to the last portion of Statements of Facts: - unacceptable and unfaithful matters are produced by the respondent. Respondent stated that “after the decision of Honorable CGRG, the petitioner approached this forum with ulterior motives.” How ridiculous statement is this by the respondent? If do have any evidence on ulterior motives. I request the respondent to please handover the details to the Hon'ble Electricity Ombudsman. Here, factually a Section Officer has approached in my residence to meet the petitioner and consumer with the ulterior motives and malicious intent. This Section Officer said that he is from Palarivattom KSEB and he requested us to settle the amount with an adjustment and he himself fixed an amount of Rs. 17. 000/- as settlement. As a petitioner, I informed the Section Officer that, before the declaration of the judgment of Respected CGRF, such kind of offers from the concerned officials cannot entertained. And before the arrival of CGRF's judgment, the Section Officer communicated with me several times for negotiation. Such kind of wicked movement of the Section Officer is absolutely a duty violation.
6. Complete fabricated statements have produced by the concerned officials and respondents. Here respondent stated that section officer explained about the calculation of arrears. I request the respondent to handover the calculation details to Respected Ombudsman. In fact, the complete details explained in the Statements of Facts by the respondent are fabricated and forged for hiding the procedural laps, violations in supply code 2014 and to escape from the disciplinary action.
7. I request the Hon'ble Electricity Ombudsman to inspect the above-mentioned details and my Petition and take appropriate legal action as per the Electricity regulations and other concerned law. I request the Hon'ble Electricity Ombudsman to strikeout the illegal exposure of outstanding by the Palarivattom KSEBL and request to reinstate the connection early as possible and take action against the concerned officials for the violation on Supply Code 2014, and take legal action for the corruptions and misleading in a public authority. I request the Respected Ombudsman to seek the complete documented evidences used for preparation of Statements of Facts as stated by the Assistant Executive Engineer, Electrical Subdivision, Palarivattom and also examine the proof of evidences submitted by the respondent to

substantiate the respondent's arguments and allegations against the consumer and petitioner and if failed utterly again and now before the Ombudsman, I request the Hon'ble Electricity Ombudsman may kindly take disciplinary action against the concerned officials and respondents.

## **Analysis and findings**

The hearing of the appeal petition was conducted on 31/05/2023 at 11:30 am in the office of the State Electricity Ombudsman, DH Road & Foreshore Road Junction, near Gandhi Square, Ernakulam south. The hearing was attended by the appellant Sri. Rajagopal, his son Rohit Methayil and the respondent Sri. Sijimon, AEE, Palarivattom.

The appellant KG Rajagopal availed electric power from the Edappally Electrical Section for a fabrication workshop with connected load 6kw during 1991. Appellant was regularly paid the power charges since 1991 and defaulted the power charges since May 2021. As the payment was not regularly paid it attracts interest/surcharge also. The power was disconnected in February 2022 and dismantled on December 2022 after lapse of more than 10 months. Now the workshop is closed and there are no Fabrication Works happening. The welding transformer is the main Load of workshop. After the disconnection the fixed charge was billed till the date of dismantling.

The section 45 of the Indian Electricity Act 2003 the licensee is empowered to recover the charges.

Section 45(1) *"Subject to the provisions of this section, the prices to be charged by a distribution licensee for the supply of electricity, him in pursuance of Section 43 shall be in accordance with such tariffs fixed from time to time and conditions of his license."*

Section 45(2) *"The charges for electricity supplied by a distribution licensee shall be –*

- (a) Fixed in accordance with the methods and the principles as may be specified by the concerned State Commission;*
- (b) Published in such manner so as to give adequate publicity for such charges and prices."*

Section 45 (3) *"The charges for electricity supplied by a distribution licensee may include-*

- (a) a fixed charges in addition to the charge for the actual electricity supplied;*
- (b) a rent or other charges in respect of any electric meter or electrical plant provided by the distribution licensee."*

This section is very clear that the consumer who is consuming the power of the licensee is bound to pay the charges as fixed by the commission.

The section 131 of the Kerala Electricity Supply Code 2014 specify about the payment of bills for the power charges.

131 (1) *“The consumer shall pay to the licensee the full amount of the bill on or before the due date indicated therein, for which the licensee shall issue a receipt.”*

131(2) *“If the consumer fails to remit the bill amount on or before the due date, the licensee is entitled to recover interest on the amount of the bill at the rates specified in the Schedule of Miscellaneous Charges as per schedule 1 of the Code”*

131(3) *“The consumer shall be permitted to remit the amount of the bill with interest as specified in the sub regulation (2) above within an extended period of fifteen days from the due date specified in the bill.”*

131(4) *“If the consumer fails to remit the amount even within such extended period, the licensee may disconnect the supply in accordance with the procedure specified in Chapter V111 of the Code.”*

131(6) *“In the case of dishonour of the instrument of the payment of the consumer, the licensee may initiate action for disconnection for non- payment and for any other legal proceedings against the consumer in accordance with the provisions of the Negotiable Instruments Act, 1881 (Central Act 26 of 1881), and such other relevant laws.”*

If the payment is not made within the due date, the licensee can disconnect the power. This is as per the section 56 of the Indian Electricity Act 2003.

The section 56 (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.”*

138(1) *“The licensee shall not disconnect the supply of electricity to any consumer except” & (a) “if the consumer defaults in payment of the dues payable to the licensee as per the bill or demand notice or any order issued by a competent authority, within the period stipulated therein;”*

These sections are very clear about the disconnection of power in case of default of payment.

Section 141            *“Charges payable during the period of disconnection. – The consumer is liable to pay the charges if any as approved by the Commission, during the period of disconnection also:*

*Provided that no charge shall be due to the licensee for the period which is in excess of one hundred and eighty days from the date of disconnection if the connection remains continuously disconnected for one hundred and eighty days except on the request of the consumer.”*

This section clearly states that the consumer is liable to pay the fixed charges after the disconnection and no charges shall be due to the licensee more than 180 days of disconnection. In this case the licensee has charged the fixed charges to the consumer for around 327 days and this is a violation of Section 141. The licensee has to charge only for 180 days (6 months). The appellant states about the procedural violation on service disconnection, issuance of notice and bills etc, but failed to produce any document supporting his arguments as such these arguments are not sustainable.

The appellant was mentioning in the argument, that the details of pending payment was not issued to him. The copy of the pending payment details submitted to Ombudsman and copy of the same has been handed over to the appellant. Again, the appellant asked for some more details, the respondent informed the appellant that the details asked will be issued from the office and requested to visit the office while returning.

An interim order was issued on the day of hearing by Ombudsman which states that Rs. 3000/- is to be paid by the appellant on or before 6/06/2023 and on receiving the payment the Revenue Recovery proceedings are to be delayed.

The appellant submitted a letter on 6/6/2023 stating that he has not received the certified copy of details of outstanding payment and hence could not make the payment as per the interim order. The interim order was not issued with the precondition that it is subject to getting copy of the details of the arrears. It is very clear that the appellant is not paid the power charges since May 2021 and good sum was outstanding. It is not mentioned whether appellant approaches Section Office to collect the details or not. The respondent informed vide letter dated 7/06/2023 the appellant asked for the certified copy of documents and detailed list of payable charges on vide letter dated 2/6/2023. The reply to this has been sent by the respondent on 5/6/2023 in person but the same is not accepted by the appellant. In view of the above the interim order issued is cancelled here with.

## **Decision**

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

1. The licensee has to charge fixed charges only for six months from the date of disconnection.
2. The licensee has to revise the demand as per (1) above.
3. The appellant is liable to pay the charges as per the revised demand. The demand notice should be in detail mentioning various outstanding amounts.
4. No order on cost.

## **ELECTRICITY OMBUDSMAN**

No. P/018/2023/ \_\_\_\_\_ dated: 08/06/2023

Delivered to:

1. Rajagopal K.G., 33/441 Methayil, Deshabhimani Road, Elamakkara P.O., Kochi, Ernakulam.
2. Assistant Executive Engineer, Electrical Sub Division, KSEB Limited, Palarivattom

Copy to:

1. The Secretary, Kerala State Electricity Regulatory Commission, KPFC Bhavanam, Vellayambalam, Thiruvananthapuram-10.
2. The Secretary, KSE Board Limited, Vydhyuthibhavanam, Pattom, Thiruvananthapuram-4.
3. The Chairperson, Consumer Grievance Redressal Forum, 220 kV Substation Compound, HMT Colony P.O., Kalamassery, Pin- 683503