

**THE STATE ELECTRICITY OMBUDSMAN**

D.H. Road & Foreshore Road Junction, Near Gandhi Square,  
Ernakulam, Kerala-682 016

Ph: 0484 2346488, Mob: 8714356488

[www.keralaeo.org](http://www.keralaeo.org) Email: [ombudsman.electricity@gmail.com](mailto:ombudsman.electricity@gmail.com)

---

**Appeal Petition No. P/036/2023  
(Present A. Chandrakumaran Nair)  
Dated: September-20-2023**

Appellant : Sri. Paul Robson,  
Thalinezhath House,  
Manjummel, Eloor P.O.,  
Ernakulam (Dist.)- 683501

Respondent : The Assistant Executive Engineer,  
Electrical Sub Division,  
Kerala State Electricity Board Ltd.,  
College, Ernakulam.

**ORDER**

**Background of the case**

The appellant Sri. Paul Robson was the registered consumer with number 1155406010243 under college Electrical Section. This connection was in LT IV A tariff. The appellant was not made the power charges since December 2021 as the payment was defaulted the licensee has disconnected the power according to the regulation of Kerala Electricity Supply Code 2014. The licensee could not locate the consumer and hence the notice for the disconnection was not served. The premises was on lease from Mr. Krishnamoorthi and the lease deed signed during 2008 and then the deed was neither renewed nor extended. At present the appellant is not the legal tenant of the premises. The owner submitted application for dismantling the power connection and the licensee has disconnected the power connection. Now the appellant approached the licensee for the reconnection of the power. The section office has asked to produce the legal document showing the occupancy of the premises and the appellant could not produce the same and hence the power was not connected. Aggrieved consumer approached the CGRF and CGRF order dated 23/06/2023 states that the CGRF is not to intervene in the case as the case is pending before the Hon'ble Rent Control Court, EKM. Aggrieved by the decision of CGRF this appeal petition was filed to this authority.

## **Arguments of the Appellant**

1. Soft copy of order downloaded from site differ from the hard copy received. While soft copy downloaded from site has order in our favour, Hard copy sent to us has mention about procedural lapse from KSEB, but order requires appeal before you. I went down to CGRF and met Chairperson for clarification. According to her, the hard copy is the real order and the one downloaded was erroneously uploaded. I find this explanation as an irresponsible statement.

In the hard copy, the forum has disposed the case, by an order, that, they cannot interfere, in restoration of dismantled power connection, as the landlord has filed RCP case, in Munsiff court. At the same time, the forum has evaluated that, there has been procedural lapse.

2. I humbly submit, that RCP case was filed, only after the power connection was dismantled, without hearing the consumer (Paul Robson). As per Regulation 142 of service code 2014, pointed out in the statement of facts and the order, it is mandatory to hear the consumer. Here the forum is also convinced, that the consumer was not heard and there by leading to procedural lapse from the KSEB. I had connection deposit of 6307 /- with KSEB, at the time of dismantling. After adjusting the arrears, there is still 4868 /- to my credit.
3. Also, the statement of facts from the Asst Exe Eng., clearly mentions that, they tried to contact me over mobile. As there was no response, they reached over to the landlord. I had undergone an open skull operation in Astermedicity, followed by the pandemic. The shop remained closed.
4. As an after effect of operation, I had memory loss, speech loss, hearing imbalances and other neuro related problems. Very often, I used to slip into depression and had to undertake anti depression treatment. Perhaps, that must have been, the time, they tried to contact me. No registered notice was served on my residential address. However, they contacted the landlord. Landlord was well informed and aware about my illness. He took advantage of the situation and he visited the kseb office and demanded disconnection and finally dismantled, on the basis of application from the landlord. This act of landlords are commonly adopted to create ground for forceful eviction. Unfortunately, kseb also colluded with landlord.

5. Also, there is repeated mention from the A.Ex.E, in the statement of facts, that I am not a lawful tenant A.Ex.E has no authority to pronounce such statements, and such statements are unwarranted and subjudiced, as the case is pending before the court of law. Considering the above-mentioned facts, it is humbly prayed before the Ombudsman to give justice to this 70-year-old person, whose, only source of livelihood is in stake, after almost 43 years of tenancy.
6. Section 13 of Rent Control Act (Kerala) landlord not to interfere with amenities certificate for providing new connection as per Supreme Court rulings.

### **Arguments of the Respondent**

1. The electricity connection bearing consumer No0.1155406010243 under Electrical Section College is registered in favour of Sri.Paul Robson, Thalinezath House, Manjummel, Eloor P.O. The connection is given in LT IV A tariff and the connection dated: 29.10.2004. The appellant had defaulted payment of current charges since December 2021. Due to default in payment, the licensee disconnected the electricity service connection and further dismantled the connection in accordance with Regulations 138 and 139 of Kerala Electricity Supply Code 2014.
2. Though efforts were put in by the licensee to locate the consumer, the consumer could not be traced out. The consumer was unreachable in the registered mobile number. The consumer neither contacted the section office nor he approached the office during the said period. On detailed enquiry, it was brought to light that Sri.Paul Robson is the lessee of the said premises whereas Sri.Krishnamoorthy is the real owner of the building.

The owner of the building Sri.Krishnamoorthy approached the section office and submitted application for dismantling the said connection citing that the connection is no longer needed.

3. He also apprised section authorities that no lease agreement holds good between him and Sri. Paul Robson. The lease agreement was executed way back in the year 2008 and it is clearly stated in the lease agreement that it is valid only for eleven months and if and only if they mutually

agree the said agreement can be continued further. But the validity period is not clearly stated in the lease agreement. Also, it is to be noted that if the lessee defaults in payment of the monthly rent for three months the period fixed will become forfeited and the Lessor shall have the right to get immediate surrender of the building from the Lessee irrespective of the period stipulated in the agreement. Sri.Krishnamoorthy has also pointed out that the lessee has failed to pay the rent since July 2021.

4. Here the lessee himself has admitted the fact that he has defaulted payment of rent since July 2021. Hence the lease agreement dated: 15.1.2008 does not hold good.

As per the regulation 142 of Supply Code 2014, section-initiated dismantling can be effected with prior intimation to the consumer, if consumer defaults payment of current charges for a period of 180 days. Here all efforts are seen taken by the licensee to trace out the consumer to pass the above information. It was after much homework; the owner was traced out. On receiving the application with connected documents for dismantling, section-initiated dismantling was processed as per the prevailing rules.

5. Sri. Paul Robson has defaulted payment for more than six months. The licensee has made all efforts to contact him over phone, but never ever received any call from his side. On receiving all documents from the owner Sri. Krishnamoorthy, the connection was dismantled after the expiry of agreement period.
6. The connection was dismantled after the agreement period of 180 days due to default in payment. Though attempts were made to trace out the consumer in the registered mobile, he remained un reachable. Meanwhile the owner of the building Sri.Krishnamoorthy approached the Section Office. The owner of the building Sri.Krishnamoorthi has apprised the authorities that the lease agreement does not hold good between him and Sri. Paul Robson as the appellant had already violated the conditions stipulated in the lease agreement.
7. Section initiated dismantling can be effected after the expiry of agreement period of 180 days with prior intimation to the consumer. The intimation can be done either over phone or through registered post. Here the licensee tried to contact the consumer in the registered

mobile number, but he never attended the phone, and never called back even after dismantling of the connection.

8. KSEBL is ready to provide new connection in said premises on production of ownership and identity proof along with new application. Also kindly note the Sri.Krishnamoorthy is no more and his son Sri.Prem Kiran, legal heir has filed petition RCP No.11 of 2023 before the Hon'ble Rent Control Court (Munsiff Court) Ernakulam. I wished to point out the fact that connection has been dismantled as per the prevailing rules on expiry of agreement period due to default in payment of current charges. The security deposit can be adjusted to clear the arrears only after dismantling of the connection.
9. KSEBL has taken all steps to intimate the consumer prior to dismantling viz tried to contact him over phone, dismantling notice was exhibited in front of the building etc. As such there is no procedural lapse from licensee's side. Even now, KSEBL is ready to provide new connection in the said premises, if found feasible and on production of application in the correct format with connected documents namely ownership certificate and identity proof. It is done in good faith.

The statement given above is true and correct to the best of my knowledge and belief.

### **Counter arguments of the appellant**

1. I am a 71-year-old senior citizen running a tailoring cum drycleaning unit, since last 45 years. All these years I had never defaulted electricity and rent, till the default date mentioned. I had undergone an open skull operation, due to brain haemorrhage. As an after effect of the operation, I had memory loss, hearing, speech and other neuro related complications, for which I was under physiotherapy, after being discharged from Aster Medicity. Hence, I was under total bed rest. The shop was being managed by the staff. By then the entire country slipped into the grip of pandemic. During this period, the shop had to remain closed. All my workers left for other jobs. All the drycleaning machines got rusted beyond economical repairs. Meanwhile, I started getting notices from labor department, ESI, on my residential address. Workers filed case against me for their gratuity. My family have been attending all these. Only KSEB could not get me, as they claim, they, tried me over mobile. This is an irresponsible statement. Trying me over phone, is not the conclusive way of communicating serious matter. They had my residential address and

never thought of sending a registered letter. Hence forth, I was not aware of disconnection or dismantling, as I had slipped into depression and was under anti- depression treatment.

Even, as of now, I have recovered only 70 %. I am still undergoing physiotherapy, one day per week. Had the KSEB sent notice by registered post, my 65-year-old wife, would have taken necessary action.

2. Please note, the rent deed attached, is an extension of the earlier agreement, executed, in the year 1978, by the first owner, late Shri NRK Pillai. After his death, I had been paying rent to his wife Vishalaksmiammal. She is also, no more. After her death, shri krishnamoorthy received this property, vide gift deed. He executed a fresh lease deed on 15.01.2008. Further, I had a connection deposit of Rs. 6304/-, with KSEB. After adjusting the arrears due, still, Rs 4868/- is in my credit. CGRF has clearly mentioned about procedural lapse, while disposing the case, with no specific order. We had downloaded order from CGRF website. This order was in our favour. But the order received vide registered post, was totally different, though disposed, with no specific order. But it was not dismissed. As per, CGRF, it was pointed out, that, since RCP case is pending, they do not intend to interfere in the case. This is also a wrong statement. We never prayed for intervention in the RCP case, instead our prayer was for restoration of electricity, by pointing out procedural lapse and by invoking Section 13 of RCP act.

### 3. OUR OBJECTIONS

1. It is mandatory to hear me, the consumer, before effecting dismantling, as per regulation 139 / 142 of service code 2014.

2. My residential address was with them and, they say that, they tried contacting me over phone/ mobile. No registered notice was served on me. Trying over mobile is not a conclusive way to deal such serious matter.

3. KSEB have admitted, that no registered notice was served in my address, but they took pains to located the owner of the building.

4. It is admitted, that, the owner came to section office and submitted application for dismantling, citing, that, connection is no longer needed. This is purely, violation of RCP Act.

On the basis of the application from the land lord, who is not the consumer, the connection was dismantled. This is where, the Asst.Ex.Eng.'s action went wrong. The landlord falsely appraised the section authorities that.

A. No lease agreement holds good between the tenant and him.

B. The lease agreement was executed way back in 2008 for a period of 11 months and that extension of validity is possible only if, it is mutually agreed.

C. It is also pointed in the statement of facts that the validity period is not clearly stated in the lease agreement.

D. Further, it is pointed that, if the tenant defaults, rent for 3 months, the lease agreement becomes forfeited.

E. From the statement of fact, it is understood the Asst Exe Eng., was well aware, that an RCP case was initiated against the tenant. The AXE initiated dismantling after being convinced, from the explanations from the landlord.

In spite of having known, about the RCP case, the Assistant Executive Engineer took the role of a judge and took decision without having any knowledge of Rent Control Act.

4. **Section 13 of the RCP Act, clearly says, under any circumstance, the land lord cannot withdraw the electricity to the tenant. Never try to decline the basic amenities like electricity supply & water supply or more. If the landlord thinks, his tenant is a defaulter, send him legal notice and proceed as per legal norms only.**

Here, the Asst Exe Eng colluded with landlord, either for vested interest or not, in creating a ground for forceful eviction. The Asst Exe Eng., should have insisted for valid eviction order, from the court, before resorting to dismantling connection, in the name of the tenant.

Kindly note, the case is pending before the Munsiff Court. Further, the case can extend to District court and High court, as well, for appeals, from both landlord and tenant. This process will take minimum 3to 5 years.

Further, it is stated in the statement of facts, that reconnection can be granted on the production of no objection document, from the land lord.

This is never possible, as RCP case is initiated against us. No landlord will give no objection. Here also, there are supreme court judgment, that, fresh electricity connection, should not be denied for a lawful tent, by insisting for no objection certificate from the landlord.

5. Here, it is clear that, I am a lawful tenant, as RCP case, for evicting me is filed.

In the statement of facts submitted before CGRF, the Asst Exe Eng., had referred at several places that I am not a lawful tenant. I am happy, that the Asst Exe Eng. has accepted me, now, as a lawful tenant, as there is no particular reference, in the statement of facts, submitted before the Ombudsman.

If the Asst Exe Eng. who lacked legal knowledge regarding Rent Control Act, should have taken the assistance of the KSEB legal cell. We have filed petition before the accommodation controller (Tahsildar), also, for restoration of electricity, as per Section 13 of the RCP Act, giving special powers, to the Accommodation control Tahsildar.

A writ of mandamus will be filed, before the High Court, if we don't get favourable direction. Finally, our prayer before your office is to, restore our dismantled electricity, Which has been, dismantled by A.Ex.E, by colluding with the landlord , with vested interest , neglecting provisions of Section 13 of the RCP act.

## **Analysis and findings**

The hearing of the appeal petition was conducted on 13/09/2023 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. Paul Robson and his nominee Sri. Cherian Joseph and the respondent Smt. Mollyja Lucy Xavier, AEE, Electrical Sub Division, Kerala State Electricity Board Ltd., College, Ernakulam.

The appellant was the occupant of the shop in the ground floor of a commercial building named Sreerangam Building situated at Iyyathu Junction, Chittoor Road, Ernakulam with 150 sq. Ft area. The



owner of the building was Sri. Krishnamoorthy. The lease deed was signed on 15/01/2008, there is no document produced to show that the lease deed has been extended or renewed. The appellant was running a

tailoring and laundry business in the premises, since 45 years. The appellant was undergone a major brain surgery due to the haemorrhage and then memory loss and neuro related problem. Then the lockdown was declared due to the Covid pandemic. Now recovered around 70%. As he was hospitalised then the current charges were pending since December 2021. The respondent mentioned, though they tried to reach the consumer they couldn't and the disconnection notice was not sent by post and was pasted on the shop only.

The Section 138 of the Kerala Electricity Supply Code 2014 states about the grounds for disconnection.

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;"

And the Section 139 tells about the procedure for disconnection.

139(1) "The licensee shall, in the case of disconnection proposed on the grounds mentioned in clauses (a) and (b) of sub regulation (1) of regulation 138 above, issue a disconnection notice in writing, as per Section 56 of the Act, with a notice period of not less than fifteen clear days, intimating the consumer about the grounds for disconnection and directing him to pay the dues with penal charges within the notice period.

(2) "If the consumer fails to remit the dues within such notice period, the licensee may disconnect the service of the consumer on the expiry of the said notice period, by cutting off the supply in the manner as the licensee may deem fit:

Provided that the licensee shall not disconnect the supply to a consumer under this sub regulation, if the consumer deposits under deposit, an amount equal to the sum claimed from him or equal to the electricity charges due from him for each month, calculated on the basis of the 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:

Provided further that the supply shall not be disconnected after 1:00 PM on any day or on holidays so that the consumer is not deprived of a chance to remit the dues on the same day and get reconnection.

(6) “The licensee shall, after disconnection on the grounds mentioned in sub regulation (1) of regulation 138, give intimation to the consumer as per format given in Annexure-18 to the Code, to remove the cause of disconnection within forty-five days, failing which the supply may be dismantled”.

This section empowers the licensee to disconnect the power if the payment is defaulted. Then the licensee would have initiated the consumer about the disconnection. Here in this case the Section 139 is not strictly followed. The respondent mentioned in the hearing that they have pasted to notice in the shop about this, and the consumer could not read this as he was hospitalized. Then Section 139(6) states that after the disconnection the licensee have intimate the consumer as per the format.

Here also no information sent to the consumer. The licensee is seen to be not complied the Section 139 of the Supply Code.

The electricity Act 2003, Section 56 also states about the disconnection of supply in default of payment.

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.”

The Section 141 of the Supply Code states that the licensee should not charge the consumer beyond 180 days of the disconnection, which means that the power is to be dismantled within this period.

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.”

The deeds of the licensee in disconnecting and dismantling of the power is complied with the regulation, though there is some lapses on intimating the consumer. It is the responsibility of the consumer to see that the power charges are paid in time. The Section 131(1) of Supply Code states about this

Section 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.” The appellant is totally failed to remit the payment on time.

Here in this case the main allegation of the appellant is that the licensee is not reconnecting the power on request and demanding the NOC from the owner. When the power connection is dismantled, then the reconnection procedure is as per the new connection according to the Section 75 of the Supply Code 2014.

75(1) “The applicant for new low-tension connection shall apply for it in the format as specified in Annexure-4 and the applicant for new high tension or extra high-tension connection shall apply for it in the format specified in Annexure-5”.

75(6) “The licensee shall arrange to receive the applications for new service connections in the section offices or equivalent functional units within whose jurisdiction the premises of applicant is situated and publish the details of such offices in its website”.

75(11) “Application fee and processing fee for application shall be paid by the applicant at the rates approved by the Commission in the schedule of Miscellaneous Charges as per schedule 1 of the Appendix to the Code:

Provided that the application fee and the processing fee are not refundable under any circumstances”.

The application form as per annexure 4 is to be submitted. It is the responsibility of the consumer to submit the proof of ownership or occupancy of the premises for which electricity connection is required. The lease deed produced by the appellant is not valid. Then a valid lease deed has to be produced for reconnecting the power. No documents to show that the lease deed is valid, then fresh lease deed is the alternative.

The appellant states that as per Hon'ble Supreme Court direction the licensee cannot deny the power if the land lord refuses to issue the NOC.

The statement is *“Electricity cannot be declined to a tenant on the ground of failure/ refusal of the land lord to issue no objection certificate. All that the electricity supply authority is required to examine is whether the applicant for electricity connection is in occupation of the premises is question.”*

The lease deed is not valid at present and hence can the appellant be the legal tenant? This is to be decided by the Rent Control Court. The owner

who executed the lease agreement is no more and the legal heirs of the owner has filed petition to the Rent Control Court (RCP no. 11/2023) which is pending with this Court. The court has to decide the legality of the lease deed and occupancy.

Meanwhile the licensee shall provide power supply on getting the documents in compliance of the regulation.

## **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. Licensee shall reconnect the power in compliance with the regulation.
2. The licensee shall take action to ensure that the field officers are strictly following the regulation.
3. No order on cost.

## **ELECTRICITY OMBUDSMAN**

No. P/036/2023/\_\_\_\_\_ dated: 20/09/2023.

Delivered to:

1. Sri. Paul Robson, Thalinezath House, Manjummel, Eloor P.O., Ernakulam (Dist.)- 683501
2. The Assistant Executive Engineer, Electrical Sub Division, Kerala State Electricity Board Ltd., College, Ernakulam (Dist.)

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