

THE STATE ELECTRICITY OMBUDSMAN

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Petition No. P/23/2024

(Present A. Chandrakumaran Nair)

Dated: 09/07/2024

Appellant : Sri.George Thomas,
Managing Partner, Pattom Royal Hotel
Pattom P.O, Thiruvananthapuram Dist.,
Pin- 695004

Respondent : Special Officer (Revenue)
Deputy Chief Engineer
Electrical Circle
Thiruvananthapuram

Respondent : Deputy Chief Engineer
Electrical Circle, KSE Board Limited
Thiruvanthapuram

ORDER

Background of the case

The appellant Shri.George Thomas is the Managing Director of Pattom Royal Hotel who is a live HT consumer with consumer number 1345160017701 (LCN 11/6218) under the Electrical section, Kesavadasapuram. The HT service connection was connected on 18/08/2012, with contract demand 160 kVA and connected load 348 KW under the tariff HT IV A commercial. The power supply was availed for running the Hotel. The Licensee has noticed that the meter was struck and reading was not taken on 06/06/2023. The TMR division of Licensee had inspected the meter and reported that the LCD display is not legible and the software of the meter is corrupted and hence the meter was declared faulty. The Licensee has intimated the appellant to replace the meter and if not replaced within 2 months additional charge of 50% extra over the prevailing units for the said two months and one month thereafter. The Licensee has raised a demand for Rs.576594/- as the penalty for the meter faulty period due to non replacement of faulty meter within the notice period. The meter , 'CT' and 'PT' were replaced only on 03/02/2024. The appellant filed petition to the CGRF and CGRF issued order stating that the appellant is liable to pay the demand of penalty issued by the Licensee. Aggrieved by the decision of CGRF, this appeal petition is filed to this authority.

Arguments of appellant submitted by Statement

Complainant herein is an HT consumer under HT(IV B) commercial tariff. While the electric connection was provided it at own expenses. Later meter declared faulty by the Deputy Chief Engineer himself and informed this to the petitioner which is the violation of clause 115,116,117 of Supply Code 2014 to change the defective meter within the stipulated time frame of receipt of letter dated 15.06.2023 among other metering equipment immediately on receiving the communication. Petitioner sought clarification verbally from the Assistant Engineer, Kesavadasapuram Section regarding the technical parameters for replacing meter subsequently, the petitioner received a reply dated 21.07.2023 as a reminder to the letter dated 15/06/2023 Petitioner took further steps to procure meter and connected equipment's. That time petitioner came to know from a competent Engineer that the existing metering system is obsolete and need replacement also known from the consulting engineer that the licensee has not kept to the proceedings for declaring meter as faulty. This is against the clause 115 & 116 of supply code.

As the procedure requires more time for completion,petitioner applied for 2 months extension of time on 20th September 2023, Even though we have received a bill on 13.09.2023 with imposing penalty for meter fault for an amount of Rs.5,76,594.00 in addition to the monthly current charge which is against the request of petitioner,also violated the clause 115,116,117 of Kerala Electricity supply code 2014 and CEA regulation 18(2). Hence the file imposed against supply code and without keeping the procedure mentioned in the supply code.

1. Regularly meter reading was taken, bill issued and this consumer remitted the bill amounts regularly and no arrear is outstanding. While so, the Deputy Chief Engineer issued a letter with date15.06.2023 stating that the Executive, TMR Division Thirumala reported vide letter dated 09.06.2023 that LCD display parameters at the premises are not legible to read and the software of the meter found corrupted and TOD meter is declared faulty then he directed this petitioner to replace the existing meter and metering equipment within the stipulated time frame. Even though this letter was dated 15.06.2023 and the same was received on 19.06.2023. Copy of this letter is produced and marked as Exhibit P1 any testing has not been carried out as site or in any of the approved laboratory before declaring the meter faulty.It is the clear violation of clause 115 and 116 supply code 2014. Also some officials of KSEBL visited the premises on 09.06.2023 and disconnected the meter from the Electrical System without giving any information to the petitioner and the meter still remain in the disconnected stage. The intention behind this action is not clear and this action is not supported by any clause under Electricity Supply Code 2014.

2. Petitioner received the bill for the month of 06/2023 issued by special officer revenue on 04.07.2023 based on average consumption. Copy of this letter is produced and marked as Exhibit:P2 and the same was paid.

3. The petitioner received another letter dated 21.07.2023 from the office of the Deputy Chief Engineer as a reminder to the Exhibit p1 on receiving the letter petitioner immediately taken steps to purchase meter and connected equipment's. But on referring Electricity Supply Code 2014 it is known that the statement in the letter dated 21.07.203 is not based on conditions of supply code 2014 close 115,116,117.

Copy of this letter is produced and marked as Exhibit:P3

4. On 11.08.2023 petitioner received monthly current for July bill based on average consumption and paid, so that no dues are outstanding against the premises. The bill is attached as Exhibit: P4.

5. On 13.09.2023 petitioner received monthly current bill for August -23 based on average previous consumption and also found that Rs.576594.00 has been included additionally to the monthly bill as penalty for the self declared faulty meter as pointed out in Exhibit P1. The penalty imposed is against the Indian Electricity Act 2003 and Kerala Electricity Supply Code 2014. The copy of the bill attached as P5 petitioner paid the monthly current charges and no dues are outstanding as current charges request P6.

6. On 09.10.2023 petitioner received monthly current bill for September-23 based on average previous consumption and included Rs.576595.00 as arrear amount petitioner has paid the monthly current charges as per the invoice ie Rs.424538.00 directly to the KSEB account wide cheque No.497086 dtd 16.10.2023.The copy of the bill dated 09.10.2023 attached as Exhibit:P7 and copy of the cheque attached as Exhibit: P8, petitioner paid the monthly bill and no dues outstanding against monthly current bill.

7. On 18.10.2023 petitioner received a letter from special officer revenue copy attached as Exhibit: P9 as a reply to the request of the petitioner addressed Assistant Engineer to Electrical Section Kesavadasapuram attached as Exhibit:P6, rejecting the request of the petitioner and the petitioner is aggrieved by this.

8. On 10.11.2023 petitioner received a monthly current bill copy attached as P10 for the month of October 2023 based on previous average consumption and the amount paid by cheque No.075059 and copy attached as Exhibit: P11 and no dues outstanding against monthly current bill.

9. On 18.11.2023 petitioner received a letter from special officer revenue copy attached as Exhibit P 12, it is stated that petitioner has not remitted the monthly bills. But the petitioner has already paid the monthly bills, details attach as Exhibit: P8 and exhibit: P11. But it is understand that the amount paid by the petitioner against the monthly has not been transferred to the petitioners account. It is against the clause 133 of supply code 2014, but it is stated in the counter affiliative that the monthly current charges paid are adjusted in the fine as per clause133, by the special officer revenue.But it is clear that the monthly charges paid cannot be allowed to adjust in the fine

imposed. Clause 133 states that all payments made by the consumer shall be adjusted in the following order of priority:-

Hence it is against the clause 133 of supply code 2014. It is also stated in Exhibit P 12 the supply will be disconnected on 04.12.2023. it is unfair because the petitioner paid monthly current charges regularly without fail and the penalty imposed to Exhibit : P5 is challenged by Exhibit: P6.

The meter installed at the petitioners premises is declared faulty by the license without complying the provisions contained in clause 115 and 116 of supply code 2014 and the licensee has the responsibility as per clause 117 (2) © to install new meter and collect meter rent as per the relevant provision in the supply code. But as per the provision in 105 of supply code Petitioner elected the choice to provide the premises meter. Base on the acceptance of petitioner and in compliance with statues, the licensee taken steps to enter in to a new agreement for reducing the contract demand by accepting the application of Petitioner on 02-12-2023 and based on the completed application of Petitioner submitted by the Petitioner on 25-10-2023, copy of fee remitted is attached as P13. Therefore the demand raised for penalty is not only legal but also in violation to the provision contained in Kerala Electricity Supply Code 2014. On the above ground and which are averred in the hearing this Hon. Ombudsman may award such relief and remedies payed in.

To call for the document and issue order to set aside the penalty for meter fault, under exhibit P5 bill.

1. To call for the document and issue order to set aside the penalty For meter fault and interest thereon under exhibit P5 bill.
2. To pay the cost and expense of the petition which the Hon:Forum may find it.
3. To quash the unreasonable penal bill and disciplinary action may be recommended against the erred officers of KSEBL.
4. So pay Rs.5,00,000.00 (Five Lakh Only) towards the cost and expenses, and relief for the undefinable physical and mental harassment suffered by the petitioner.

Statements of facts submitted by the Respondent (Dy. CE)

The Petitioner is a live HT consumer under HT IV (A) Commercial tariff with consumer number 1345160017701(LCN:11/6218) under Electrical Section, Kesavadasapuram. The HT service connection was effected on 18.08.2012 and present contract demand is 160 KVA and connected load is 348 KW. The service connection was registered in the name of Sri. George Thomas.

The Assistant Engineer, Electrical section, Kesavadasapuram has reported on 06.06.2023 that the monthly meter reading was not taken since the meter was 'struck'. This office has instructed Executive engineer, TMR Division, Thirumala to inspect and report the condition of the meter. Accordingly the Executive Engineer, TMR Division, Thirumala conducted an inspection in the premises of the petitioner on 09.06.2023 and reported that LCD display parameters are not legible to read and the software of the meter is found corrupted and hence the meter was declared as faulty with intimation to this office.

As per the report of the Executive Engineer, TMR Division, Thirumala, the Deputy Chief Engineer, Electrical Circle, Thiruvananthapuram issued notice to the petitioner on 15.06.2023 and stated that The HT metering equipment installed at the premises is declared faulty and requested to 1) Replace the existing defective meter with a new 3 phase 4 wire DLMS compatible TOD meter of accuracy class 0.2s, 2) replace the existing PT unit with a new unit PT unit of accuracy class 0.2.3) replace the existing CTs with new 3 CTs of accuracy class 0.2s and CT installed by consumer itself. Hence intimation as above has been given to replace the same. The said notice was served through the assistant Engineer, electrical Section, Kesavadasapuram and the same was acknowledged by representative of the consumer. Copy attached as Exht.2. Since the consumer has not responded to the notice, again another reminder letter was issued from this office on 21.07.2023.

The matter was informed to the Special Officer (Revenue) where billing of HT consumers are done. Special Officer (Revenue) issued penalty for the meter faulty period for an amount of Rs. 576594/- due to non replacement of the faulty meter by the consumer within the notice period. Petitioner submitted letter on 20.09.2023 to waive the penalty imposed and the letter was forwarded to the Special Officer (Revenue) and the same is under consideration of Special officer (Revenue).

In the mean time, the consumer submitted an application for reducing contract demand from 200 KVA to 160 KVA on 25.10.2023 at Electrical Section, Kesavadasapuram. Test certificates of new energy meter and CTs and attached along with the application. Application was processed and new agreement executed on 02.12.2023 with reduced contract demand of 160 KVA.

On 22.12.2023 the petitioner requested to keep the new agreement pending and wanted to test the existing meter in approved laboratory. As per regulation 105 of the Kerala Electricity Supply Code 2014, consumer have the option to test the existing meter at approved accredited laboratory after remitting applicable testing charge. Hence on 30.12.2023 this office informed the consumer to test the meter at the testing laboratory attached to Electrical Inspectorate since the test bench at TMR Division, Thirumala was faulty.

New agreement executed on 02.12.2023 with reduced contract demand of 160KVA. After that also the petitioner did not allowed to install new meter which was already tested and requested this office on 29.01.2024 to reinstall the old meter in the premises. On 02.02.2024 the test report of the old meter received and in the report Executive Engineer, TMR Division, Thirumala started that the meter is not healthy even though the errors are within the limit and a time drift beyond the permissible limit. And the datas before 3 months also missing. Hence the meter is defective and need to be replaced with good meter of accuracy class 0.2s. Copy is attached as Exht.5. And the meter, CT's and PT were replaced on 03.02.2024.

Meanwhile the petitioner filed petition before HON'BLE CONSUMERES GRIEVANCE REDRESSAL FORUM(South) and the Hon'ble Forum disposed of the petition with the following directions. (Copy of attached as Exht-6)

- 1 The petitioner is liable to remit the meter faulty penalty bill of Rs. 5,76,594/-
- 2 No order as to cost.

As per clause 4(d) of Part B contained in the schedule of tariff and terms and Conditions for Retail supply of Electricity, if the defective meter is not replaced within the stipulated period of 2 months, such consumer will be charged 50% extra over the prevailing rates applicable for both demand and energy for the said 2 months and one month thereafter.

The meter was again tested as per request of the consumer and the report states that the meter is defective.

The consumer is liable to remit the penal amount charged for the delay in replacement of defective meter as per existing regulations.

The petition is filed with malefide intention and lacks merit.

Considering the above, it is most humbly prayed that the petition may be disposed.

Statements of Facts Submitted by the Respondent (SOR)

A reminder letter was forwarded to the consumer by the Deputy Chief Enginner, Electrical Circle, Thiruvanathapuram vide Exbt-B2 with a copy to the 1st Respondent, Special Officer(Revenue)intimating that if the faulty meter/metering equipments were not replaced within the stipulated period, penal charges for non replacement of the faulty meter for the said two months and one month thereafter will be imposed without further intimation. However, the faulty meter is not yet replaced.

The sequence of events are listed below:-

- | | | |
|----|--|---|
| 1. | TMR Division, Thirumala inspected on the Premises of consumer | 09.06.2023 |
| 2. | Details of Inspection | At the time of inspection meter seal in opened position and is not in working condition |
| 3. | Date of intimation given by the Agreement Authority (Deputy Chief Engineer)to consumer to Replace the faulty meter | 18.06.2023(For replace the meter) |
| 4. | Reminder sent on | 21.07.2024 |
| 5. | Has consumer opted to purchase a New meter ? | Yes, Consumer opted to purchase a new meter |
| 6. | Receipt of test report of new meter (SL.No. 08002787) | 29.01.2024 |
| 7. | Date of replacement of new meter | 03.02.2024 |
| 8. | Meter Faulty Penalty Period | 02/2023 to 04/2023 |

The imposition of meter faulty penalty is as per condition 4 (d) of the General Conditions for HT and EHT Tariff of the Tariff Order dated 25 June 2022. It states that if any existing consumer, having elected to purchase and supply the meter for replacement of the defective meter in his premises fails to do so within two months. Such consumer will be charged 50% extra over the prevailing rates applicable to him for both demand and energy for the said two months and one month thereafter".Since the petitioner failed to replace the matter within the stipulated period, the penalization happened. Hence, the request for waiving of meter faulty cannot be considered. Here the petitioner was aware that the meter became faulty on 01.06.2023 and the same was intimated to the consumer on 09.06.2023. But the meter was not replaced on expiry of 2 months from the date of intimation, thus an amount of Rs. 5,76,594/- was imposed as meter faulty penalty along with the bill for the month September 2023. For calculating the meter faulty penalty, 50% of the average of the current charges of the months 02/2023,03/2023 and 04/2023 was taken.

Month	Demand Charge	Energy Charge	Total Current Charge
02/2023	73500	268864	342364
03/2023	73500	340000.2	413500.2
04/2023	73500	323824.95	397324.95
Total	220500	932689.15	1153189.15

non replacement of faulty meter =(1153189.15/2) = Rs.5,76,595/-

As per regulation 133 of the Kerala Electricity Supply Code,2014 all payments made by the consumer shall be adjusted in the following order of Priority:-

- I) Interest on electricity duty arrears
- II) Electricity duty arrears
- III) Interest on electricity charge arrears
- IV) Electricity charge arrears
- V) Dues of current month.

As the contentions and prayer of the petitioner are against the Regulations of the Kerala Electricity Supply Code,2014 which has been issued on the strength of the prevailing tariff order, so it cannot be challenged before the Hon'ble State Electricity Ombudsman and hence Representation No.p/023/2024 may be dismissed with cost and KSEBL may be allowed to take action against the petitioner in pursuant to regulation 136(4) of the Kerala Electricity Supply Code, 2014.

Counter Statements filed by the Appellant

PART B- HIGH TENSION (HT) AND EXTRA HIGH TENSION (EHT) THARIFF and it's sub heading, general condition for HT and EHT tariff, clause

4(a) As per section 55 of the Electricity Act, 2003 and provisions of the Central Electricity Authority(Installation and Operation of meters)Regulations 2006, consumer meter shall generally be installed and owned by the licensee.

4(b). Even if the consumer elects to purchase the meter as stipulated in provision under Sub Section I of Section -55 of the Electricity Act,2003 such meter shall be tested,calibrated, sealed, installed,operated and maintained by the licensee as provided in the said regulations.

4(d) If any existing consumer, having elected to purchase and supply the meter for replacement of the defective meter in his premises, fails to do so within two months,such consumer will be charged 50% extra over the prevailing rates applicable to him for both demand and energy, for the said two months and one month thereafter.

4(e) The licensee shall, in performance of its duty under Section 55 of the act, replace the defective meter and realize the security deposit and meter rent in accordance with the provisions of section 55 of the electricity act,2003.

It is clear from the tariff order and the clause stated it is the responsibility of the licensee (KSEBL) to replace the faulty meter, as the consumer does not opted for the replacement of faulty meter. So the fine imposed by special officer revenue is against the prevailing tariff order and

the petitioner request before the Hon:Electricity Ombudsman to quash the counter affidavit filed by 1st respondent. Also the regulation 136(4) of Kerala Electricity Supply Code is not applicable as the fine imposed is against the conditions contained in the tariff order as penal imposed is against law stated above. The copy of clause 136(4)is attached for further clarification.

The statement of facts we have filed in the appeal petition before the Ombudsman, Kerala against the order of the CGRF, Kottarakkara. It is clear as per the clause 116(1), 116(2), 116(3), of electricity supply code-2014 that it is the responsibility of the licensee to replace the faulty meter, as petitioner never opted for the replacement of the faulty meter.

- 116(1). *“Replacement of defective meters- : The licensee shall periodically inspect and check the meter and associated apparatus.”*
- 116(2) *“If the meter is found defective, the licensee may test it at site, if feasible and if not feasible, the meter shall be replaced with a correct meter and the defective meter shall be got tested in an accredited laboratory or in an approved laboratory.”*
- 116(3) *“The consumer shall provide the licensee necessary assistance for conducting the inspection and the test”.*

So it is clear that the licensee has failed in all respect to counter affidavit filed by the first respondent.

Hence once again we request to quash the unlawful and unreasonable penal bill by considering our denied statement based on the laws in force.

Analysis and Findings

Hearing of this petition was conducted on 13/06/2024 at KSE Board Limited, IB, Paruthippara, Thiruvananthapuram. The hearing is attended by Shri. Mahesh, representative of the appellant and their Adv.Shri.Raju. The respondent is represented by Sr.Supt off SOR, AEE, Kesavadasapuram and AEE, TMR Division.

The appellant has availed an HT(11 KV) service connection for his Hotel named ‘Pattom Royal Hotel’ on 18/08/2012. The power to this consumer was connected to an indoor HT panel and then to dry type transformer and further to the L T distribution system. The CT/PT unit and the meter have procured by the consumer and tested and installed by the Licensee.The monthly readings were taken and accordingly bills were raised. While taking the meter reading by AE, Kesavadasapuram on 06/06/2023 it is noticed that the meter was struck. Then the TMR division, Thirumala of the Licensee have conducted inspection in the Premises on 09/06/2023 and reported that the LCD display was not legible and the software was found corrupted and hence

the meter was declared faulty. The subsequent bills was raised based on the average of the consumption.

The electricity Act.2003 is very clearly states that the Licensee should not sell power without an energy meter as per section 55.

The regulation 104 of the Electricity Supply Code 2014 also stress about the requirement of meter.

- 104(1) *“The licensee shall not supply electricity except through a correct meter installed in accordance with the provisions of the Central Electricity Authority (Installation and operation of Meters) Regulations, 2006, as amended from time to time.”*
- (2) *“The meter shall be tested and installed by the licensee and it shall conform to the requirements as Specified in the Central Electricity Authority(Installation and Operation of Meters) regulations, 2006, as amended from time to time.”*
- (3) *“The licensee shall also comply with the above mentioned regulations for energising a new connection or for replacement of meter or for other purposes such as energy audit and installation of interface meter.”*

The regulation 105 of the supply Code describes about the option of the consumer to purchase the meter.

105(1) Option of the consumer to purchase the meter:- (1) At the time of seeking a new connection the consumer shall have the option to either”

(a) Purchase the meter and associated equipment himself from a vendor; or

(b) Require that the meter and associated equipment be supplied by the licensee:

“Provided that the meter and associated equipment purchased by the consumer shall be of a make and specification approved by the licensee from time to time.”

105(3)“Once the consumer has procured the meter, the Licensee shall test, install and seal the meter”

Here the appellant has opted the procurement HT metering system by themselves. The Licensee has tested, installed and sealed the meter. The meter is installed in a separate cubicle attached to the incoming panel and CT are to be placed inside the panel encircling the busbar or in coming cable.

The CT and PT have been selected suitable to install in the panel according to the specification agreed by the Licensee. This was the

procedure adopted in this case during the energization of the connection.

When the meter was inspected at site by the TMR division, it is found that the meter was defective. Here the defect noticed was (1) The LCD display was not legible to read and (2) the software was corrupted. The primary need of the meter is to measure the power and same is to be displayed to take the reading. If the meter is not readable it is defective only. The regulation 125 of the supply Code tells about the procedure for billing in the case of defective or damaged meter.

125(1) *“Procedure for billing in the case of defective or damaged meter:- In the case of defective or damaged meter, the consumer shall be billed on the basis of average consumption of the past three billing cycles immediately preceding the date of the meter being found or reported defective.”*

“Provided that, the average shall be computed from the three billing cycles after the meter is replaced if required details pertaining to previous billing cycles are not available:”

“Provided further that any evidence given by consumer about conditions of working and occupancy of the concerned premises during the said period, which might have had a bearing on energy consumption, shall also be considered by the licensee for computing the average.”

“The charges based on the average consumption shall be believed only for a maximum period of two billing cycles during which time the meter is to be replaced. In the case in hand the Licensee had intimated the consumer to replace the meter within two months vide letter dated 15/06/2023. The tariff order issued by the KSERC describes about the General Conditions for HT & EHT tariff in part B. The clause 4(d) states as “If any existing consumer, having elected to purchase and supply the meter for the replacement of the defective meter in his premises, fails to do so within two months, such consumer will be charged 50% extra over the prevailing rates applicable to him for both demand and energy for the said two months and one month thereafter.”

The said condition is also mentioned in the letter dated 15/06/2023 as well as letter dated 21/07/2023. The consumer have not bothered to reply to this letter stating whether they will purchase the meter or not. If the appellant not able to procure the meter, he would have replied accordingly then the Licensee would have taken further action as per clause:- 4(e) of the tariff order part B *“The Licensee shall in performance of its duty under section 55 of the Act replace the defective meter and, realize the security deposit and meter rent in accordance with the provisions of section 55 of the Electricity Act-2003”*.

The argument of the appellant is that the consumer is not elected to purchase as mentioned in the clause 4(d), the penalty shall not be levied on him. The Licensee has intimated to purchase the meter to replace the defective meter due to the following reasons:-

- 1) The original meter was purchased and supplied by the consumer.
- 2) The service connection incoming panel is an in door panel and meter should be suitable to install in the panel. This type of meter would have not been available in the stock of Licensee.
- 3) The CT&PT unit was also suitable to install inside the panel and the dimensions should be correct for the same.

As the consumer have not been denied the demand of the Licensee it is treated as the deemed acceptance. Then the contention of the appellant is ruled out.

The appellant has requested the Licensee to reduced the contract demand from 200 KVA to 160 KVA and the same was under process. The appellant have to replace the CT/PT unit and meter conform to the revised demand. The appellant have been purchased the same and have been tested in the TMR division of the Licensee during October 2023. The Licensee was ready to install the same. The appellant have again delayed the installation of new meter stating that the old meter is to be tested to prove the meter is faulty. This have been informed the Licensee vide their letter dated 22/12/2023. This shows that the appellant is willfully delaying the replacement of meter. When the display of meter is not working and the reading is not available, the meter is not meeting the requirement, then it is to be treated faulty only. Then the Licensee have complied with 116(2), it has been tested at site. Further a meter without display is not serving the purpose of metering.

Then another contention of the appellant is that the monthly power charge paid has been adjusted against the penalty as per regulations 133 and hence the power charges because outstanding which leads to disconnection of power as per regulation 138. The regulation 133 of the supply Code 2014 states about the appropriation of amount received.

133. *Appropriation of the amount received* :- “All payments made by the consumer shall be adjusted in the following order of priority:-

- i. Interest on electricity duty arrears;
- ii. Electricity duty arrears;
- iii. Interest on electricity charge arrears;
- iv. Electricity charge arrears’
- v. Dues of current month”

In this regulation, the penalty is not having any priority for appropriation or adjustments and hence the adjustment if any done by Licensee is not as per regulation. The penalty is to be recovered separately.

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. I hereby agree with the decision of CGRF issued vide order dated 18/03/2024.
2. No other Cost Ordered.

ELECTRICITY OMBUDSMAN

No. P/023/2024/ dated:10-07-2024

Delivered to:

1. Sri.George Thomas, Managing Partner, Pattom Royal Hotel, Pattom P.O, Thiruvananthapuram Dist., Pin-695004
2. Special Officer (Revenue), Deputy Chief Engineer,Electrical Circle Thiruvanthapuram Dist.,
3. The Deputy Chief Engineer, Electrical Circle, Power House Building,KSE Board Limited,Thiruvananthapuram, Thiruvanthapuram 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,KSE Board Limited, Vydhyuthi Bhavanam, Kottarakkara, Kollam Dist.,

