

THE STATE ELECTRICITY OMBUDSMAN

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

Ph: 0484 2346488, Mob: 8714356488

Email: ombudsman.electricity@gmail.com

Appeal Petition No. P/070/2025 (Present A. Chandrakumaran Nair) Dated: 05-02-2026

Appellant : Dr. Zachariah Paul, Director,
M/s. Central Travancore Specialist
Hospitals Ltd., Mulakuzha, Chenganoor,
Alappuzha (dt)- 689503

Respondent : 1. The Special Officer (Revenue)
Vydyuthibhavanam,
KSEBL, Pattom,
Thiruvananthapuram dt.- 695004

2. The Deputy Chief Engineer,
Electrical Circle, KSEBL,
Harippad, Alappuzha dt.

ORDER

Background of the case

The appellant Dr. Zachariah Paul is the Director of M/s. Central Travancore Specialists Hospitals (P) Ltd. M/s Central Travancore Specialists Hospital is a HT Consumer of the Licensee KSEBL with number LCN 32/3534 under their Electrical Section, Mulakkuzha in the Electrical Circle, Harippad. The licensee found the discrepancy in the meter reading as the Potential Transformer remained open for a period from 06/2010 to 11/2011. The appellant was served with a short assessment bill for Rs. 23,15,304/- on 18/04/2012. The amount including interest on 30/01/2022 was worked out to Rs. 40,65,928/-. The CGRF ordered that the appellant is liable to pay the principal amount of Rs. 23,15,304/- and interest chargeable is only from 15/02/2022 onwards.

The said hospital and its property were taken over by state Govt. on 26/03/2022 for operating as a Covid Care Centre. The National Health mission

made a payment of Rs. 36,47,413/- on 30/03/2022 against the electricity bills for a period from 07/2020 to 09/2021. The power bills for a period from 10/2021 to 04/2022 was issued to BDO, Chengannur and they have cleared the payment of Rs. 15,12,850/- in total. The service connection of this premises was disconnected on 13/09/2023 as no payment was made since 04/2022. The single bench of the Hon'ble High Court of Kerala ordered that the pending charges are to be payable by the consumer as per the terms and conditions of supply agreement. The appellant had filed writ Appeal against the order of the single bench and the division bench has set aside the order of single bench vide WA/762/2025, stating that liability to pay the electricity charges and other charges during the period of management of appellants hospital by the Govt. is left open to be decided by the appropriate Forum or Authority Concerned. Accordingly the petitioner filed to CGRF which numbered OP/51/25-26 and CGRF issued order dated 27/10/2025 stating that the Petition filed by the appellant is dismissed and the demand made by the licensee is upheld. Aggrieved with the above decision this appeal petition is filed to this authority.

Arguments of the Appellant

The complainant is submitting this application against the order of the CGRF in OP 51/2025-2026 dated 27.10.2025 rejecting the challenge to the notice dated 04.10.2024 issued by the licensee which notified the intent to convert the temporary disconnection into a permanent disconnection, dismantle the High Tension (HT) service connection, and terminate the agreement in accordance with Section 143(3) of the Supply Code. On 23.10.2024, the licensee proceeded with the complete dismantling of the HT service connection. The notice dated 04.10.2024 also contained a demand of Rs. 63,82,012/-. This demand can be divided into two parts. The first part pertains to a short assessment of bill arrears (may/2016), for Rs. 23,15,304/- and interest of Rs. 8,98,592/-The second part included a demand towards fixed monthly electricity charges, for the period from June/2022 to April/2024. The principal amount charged was Rs. 33,49,320, plus interest of Rs. 5,76,681 resulting in a total of Rs. 39,26,001/-. Rs. 8,42,435 was adjusted from the Complainant's security deposit hence final demand of 63,82,012/-. The complainant had initially raised the contentions before the Hon'ble CGRF, which was numbered OP 94/2024-2025. The forum passed an order dated 29.01.2025 rejecting the claims of the Complainant. Perusal of the order indicated that the Hon'ble forum was severely constrained to fact find the person liable to pay the demand between june/2022 to april/2024, due to the judgment of the single Judge of the Hon'ble High Court of Kerala in WP (c) 15604/ 2022. The Complainant then approached the Ombudsman, and the appeal petition was number P018/2024-2025. A detailed submission was made before the Ombudsman. Meantime WP (c) 15604/2022 was appealed, which was numbered WA (C) 762/2025. Despite the pendency of the case before the Divisional Bench, the Ombudsman passed an order dated 30.05.2025. The Divisional bench of the High Court of Kerala passed an order dated 17.06.2025 stating "all the legal and factual contentions raised by the parties regarding the liability to pay electricity charges and other charges during

the period of management of appellant's hospital by the Government is left open to be decided by the appropriate Forum/Authority concerned, untrammelled observations made in the impugned judgment of the learned by the Single Judge". Based on this order the Complainant once again approached the Hon'ble CGRF for specific redressal of the second part of the demand which was the liability to pay the fixed charges and its related matter.

The CGRF complaint petition was numbered OP 51/2025-2026. The forum passed an order dated 27.10.2025 rejecting the claims of the Complainant. The CGRF observed "Concerning the fixed charges for the period from June 2022 to April 2024, the Forum observes that the HT agreement subsisted between KSEBL and the petitioner during the entire period, and no formal intimation of transfer of liability or change in ownership was made by the petitioner. Hence, the liability for fixed charges remains with the consumer. The licensee has restricted the recovery to 180 days from the date of disconnection as per Regulation 141 and 143(3) of the Supply Code, 2014. The Forum finds that this action is in conformity with the statutory provisions. The argument that the Government or DDMA is responsible for fixed charges cannot be entertained by this Forum since such liability arises solely from the contractual relationship between KSEBL and the registered consumer. This Forum is governed by the Electricity Act 2023, Kerala Electricity Supply Code 2014 and the various rules, regulations and orders framed therein and therefore this Forum can come to a conclusion only on the basis of the provisions enumerated therein. This Forum is not competent to determine the rights and liabilities of the petitioner / consumer and government following the takeover of the institution under the disaster Management Act. Though the petitioner vehemently argues that they are not liable to pay the electricity charges during the takeover period till it is handed over them, this Forum is of the opinion that it is for the petitioner to take up the matter with the government in this regard, if he is aggrieved. The provisions of supply code fixes the liability for electricity charges to the consumer and in this case the petitioner is the registered consumer. Therefore, this Forum can only hold that the petitioner being the registered consumer is liable to pay the demand made"

In the matter of the short assessment demand, the complainant has preferred a one-time settlement with the Licensee. The Complainant had applied before the Licensee under the One-time settlement Scheme (OTS-2025) with regards to the arrears in the short assessment on 12 may 2025. The same was communicated to be approved, and order by the Licensee vide letter numbered B.O (FTD) 575/2025 dated 30.08.2025. The validity of the scheme was only till 31.08.2025. Unfortunately, the letter was communicated by email much later-on 06.10.2025. There was a discrepancy regarding the principle date of short assessment arrears which was wrongly recorded as 28.05.2016 by the Licensee, but the short assessment occurred 06/2010 to 11/2011, and the original arrears demand was raised on 18.04.2012. Only if this demand is correctly reckoned from the year 2016 to 2012, then only will the complainant get the benefit of complete waiver of interest component for arrears > 10 years old. This error in

computation was informed to the Licensee on 23 aug 2025. The complainant wants to avail itself of the benefits of the OTS in the matter of the short assessment bill.

The second part of the notice dated 04.10.2024 pertains to the fixed monthly charges for the period from June 2022 to April 2024. The principal amount charged was Rs.33,49,320, along with interest of Rs.5,76,681, resulting in a total of Rs.39,26,001/-. The complainant submits that they are not liable to pay this amount, as the hospital was ordered to be taken over by the District Collector and the Chairman, District Disaster Management Authority, Alappuzha, on 23.03.2020. The hospital, along with its entire property, resources, and services, was taken over by the State Government on 26.03.2020. During this period, the hospital remained under the custody of the District Collector. The licensee was a related and executing party to the statutory order issued by the District Collector. The argument that payment of electricity charges is a matter between the consumer and the licensee does not apply in this case, as the hospital was taken over by the Government through a compulsory measure, invoking the provisions of the Epidemic Diseases Act, 1897, the Disaster Management Act, 2005, and the Kerala Epidemic Diseases Ordinance of 2020. The licensee treated the Government as the sole consumer of the power supplied to the premises, and vice versa, with the understanding that the Government would receive electricity supply, accept part of the electricity charges, and refrain from disconnecting the supply during the period of non-payment from March 2020 to April 2022. The complainant had informed the licensee multiple times, requesting to downgrade the contract demand, consider a temporary HT disconnection, and switch to LT supply instead of maintaining the HT connection, given the minimal power usage since the Government had closed the hospital. Had actions been taken on the submissions of the complainant then such arrears would not have arisen. The Licensee disconnected the power supply on 13.09.2023 due to unpaid dues. This ultimately led to the dismantling of the connection in April 2024, as the complainant failed to pay the dues within the stipulated 180 days. The amount sought to be recovered from the complainant who was not in possession of the property nor the actual consumer of the power supply, is exorbitant and unjustifiable under the circumstances and the settled laws.

The observations and decisions of the CGRF are without any factual merit and arbitrary. The forum is grossly evading its responsibility of following the law in its entirety, rather adhered to certain rules to its convience in an attempt to safeguard the interests of the Licensee or any other persons. The CGRF has in principle failed in its duty to oblige with the order of the Divisional bench of the Hon'ble High Court of Kerala which directed the competent authority to decide on the liability for the payment of electricity charges during the period the property was in the possession of the government. It was highly improper of the Hon'ble CGRF to tell the Complainant to go the Government with the matter when the whole case arose because the district authorities/ DDMA had already acted in grave injustice and disregard of the norms, and that the Licensee, the

District authorities and the Government acted together irresponsibly and were accountable for entrapping the Complainant in this problem and liability. Second, the CGRF failed to observe the role of the Licensee to sideline regulation 138 of the supply code 2014 which was not enforced on 26 March 2020 as per demand notice of March 2020 date 03.03.2020.

Fourth, the version by the Licensee on which CGRF pleased themselves with "Concerning the fixed charges for the period from June 2022 to April 2024, the Forum observes that the HI agreement subsisted between KSEBL and the petitioner during the entire period, and no formal intimation of transfer of liability or change in ownership was made by the petitioner. Hence, the liability for fixed charges remains with the consumer. The licensee has restricted the recovery to 180 days from the date of disconnection as per Regulation 141 and 143(3) of the Supply Code, 2014. The Forum finds that this action is in conformity with the statutory provisions. The argument that the Government or DDMA is responsible for fixed charges cannot be entertained by this Forum since such liability arises solely from the contractual relationship between KSEBL and the registered consumer". This statement is absolute false, and that the petitioner had earlier on multiple occasions appraised the District Collector/DDMA on the liabilities; and then first time informed the Licensee with copy to the Deputy Chief Engineer vide letter 06/OSC/2022 dated 05 Feb 2022, regarding the issues and that the Government is in possession of the property and user of the power supply. The Licensee was fully aware of everything, since they ingeniously did not raise any demand between 2020 to Jan 2022, supplied unrestricted power and resources to the district authorities who were in possession of the hospital; but ultimately decided to punish the Complaint with dire consequences, with liabilities and inflicted damages by their thoughtless to the property and assets own disconnections which primarily arose by their independent decisions which now appear to be in collisions with the district authorities. The Complainant was forced to approach the Hon'ble high Court of Kerala then in 2022 for relief, and only after that did the Licensee sought to recover some of the dues from the District authorities, just to avoid any possible adverse observations from the Hon'ble Judge. No observations by the Hon'ble CGRF on the Complainants several legal grounds which highlights each regulation of the Supply Code 214 which were not followed by the Licensee. rather the forum highlighted some of those selective against the Complainant, without any merit.

Finally, the version by the Licensee and the CGRF on the matter of the short assessment arrears:- As per the Licensee "It is further submitted that the petitioner failed to avail the OTS benefit within the stipulated period and that KSEBL cannot be held responsible for the same". Observation by the CGRF "Regarding the petitioner's claim that they were entitled to OTS benefits, it is evident that the petitioner failed to approach the licensee within the stipulated period for availing the scheme. Therefore, the licensee cannot be held responsible for non-extension of OTS benefits". This is a completely misrepresented statement by the Licensee and that the CGRF did not consider

the grounds with the true evidence which showed bonafide intend on the part of the petitioner rather threw a blind eye towards the facts. It was in plain sight the definite efforts taken by the Licensee to modify the year of short assessment arrears from 2012 to 2016 for unknown reasons to derail the scope of OTS-2025, in the process also misled the KSEBL board:- The Complainant first approached the Licensee for an OTS based on the earlier hearing before the Ombudsman. The Licensee had informed by email on 19 aug 2025, an informal OTS calculation signed 18 july 2025 of an OTS-2025 scheme for Rs. 48,92,643/- to be remitted on 31.07.2025. The deadline was 31.07.2025, which was already lapsed at the time of first informing the OTS scheme to the Complainant. There was gross error in the material facts that being date reckoned for short assessment bill. A review submission and details for payment mode was prompted communicated to the Licensee. Subsequently the OTS Order B.O (FID) No.575/2025 (SOR/HTB 32/3534/2025) dated 30.08.2025 by received by email on 06.10.2025. The validity of the OTS was 31.08.2025. Again, at the date of communication of the Order the deadline had far lapsed. The Licensee did not communicate the OTS to the Licensee in time, and the calculations were grossly wrong. The licensee did not correct their error in calculation nor justify their intentions of informing an OTS much after the deadline. When the Complainant discussed the matter with the Deputy Chief Engineer and was told the Licensee was waiting for the decision of the CGRF and then decide on the review of OTS in the matter of the short assessment arrear. But nonetheless the Licensee took a completely contrary stand against material facts and the CGRF sadly endorsed the same. The very essence of an OTS to allow financial relief for all was defeated with the act of providing a meaningless OTS to the Complainant which was not only incorrect but a mere show on paper and not genuine. The Licensee informed the OTS-2025 much after the deadlines and refused to provide a correct OTS scheme in the matter of the short assessment arrears, this was the reason why the Complainant could not avail the OTS-2025 in the matter of the short assessment arrears. There was no reason why the Licensee would not rectify its calculation and allow the Complainant to settle the same.

The Division bench of the Hon'ble High Court of Kerala specifically directed the competent authority, which is the CGRF to decide who is liable to pay the electricity charges of the hospital when under the possession of the Government. The CGRF in total violation of the court directions, failed to decide the issue. While deciding the case the CGRF has not applied its mind to the judgment of the Divisional Bench of the Hon'ble High Court of Kerala. By not deciding the issue fully understanding the directions of the Divisional Bench the CGRF has shown great disrespect to the judgement and are liable for contempt of court proceedings. While hearing the issue, the CGRF gave us an impression they are fully aware of the spirit of the judgment of the divisional bench and appreciated the fact the hospital was physically returned on 03.12.2024. But while passing the order threw their hands in the air saying that they cannot decide the issue. For these reasons, the District authorities being the "occupier" and actual user of electricity, was to be considered the consumer. The argument that payment of electricity charges is a matter between the consumer and the licensee is without

any legal ground, secondly the hospital was taken over by the District Collector/State Government under the provisions of a powerful law, and the Licensee treated the District Collector/Government in full authority and they became the beneficiary and consumer of the power supplied. The electricity board's recourse for recovering unpaid bills must be against the person who consumed the electricity. Section 40(3) the provisions for recovery of arrears relating to the previous consumer and the supply of power to new occupiers of the premises are defined. If a occupier of such premises requires a new connection, as the earlier connection given to the previous consumer in that premises has already been disconnected and dismantled on the ground of outstanding dues of the previous consumer, new connection shall not be denied to such purchaser or lessee or occupier of the premises provided he furnishes a deposit which shall be equal to the arrears of electricity charges and other liabilities if any, excluding interest thereon, till the licensee obtains from the appropriate legal forum an order on the recovery of arrears and other liabilities or till the licensee settles the arrears and liabilities with the previous consumer or till completion of three years whichever is less.

Section 41 of the Supply Code, 2014, states clearly the conditions under which the service connection shall be transferred and the continuance of supply of electricity to the premises with arrears of electricity charges and other liabilities. As per Section 41(11) the licensee ought to have disconnected the supply of electricity and dismantle the connection with effect from the date of such proposed transfer of the premises or such other earlier date as may be agreed upon by the consumer and shall terminate the agreement, since there was no consent from the Complainant-consumer and the District Collector/ DDMA the new occupier/transferee. Moreover, there is no valid NOC as per Section 45 which was to be submitted by the district administration/DDMA being the new occupier consumer. Infact the takeover order when referred states that the District Collector will not be responsible to pay prior dues, thus the Licensee had to proceed with disconnection in 2020 against the Complainant-consumer arrears as per the Supply Code, 2014. The occupier consumer could have then availed for a supply under a new agreement as permitted by the Supply Code, 2014. Even if the Licensee was under orders from the District Collector/ DDMA, Alappuzha under the provisions of the enacted laws under an unprecedented pandemic crisis, nothing forbids the Licensee to follow the very same rules and regulations as established by the Statues. If the orders of disconnection dismantling and payment arrears are statutory in nature, so are the contentions of the Complainant that he was not provided with any benefits of proper procedure and remedy as per the Supply Code, 2014 which would have set in place the new terms and conditions by which power would be supplied to the district authorities the consumer after the takeover. It is evident the Licensee in liaison with the DDMA did not disconnect the power supply in April 2020 because takeover was effectively statutory and they possibly preferred to avoid the circumstance wherein the stringent policy for reconnection would become enforceable.

Set aside the order of the CGRF and determine the reliefs sought including adjudicate who is the Consumer during the period the hospital was in the possession of the Government. To determine the legitimacy of the Licensee arbitrarily enforcing the rules of the Supply Code, 2014 and the CGRF ratifying selective rules that go against the Complainant, when all along no attempt has been made to diligently to answer why those same rules cannot be applied in the defense of the Complainant when the Licensee disregarded those same rules earlier. The complainants beg for specific decisions on each unanswered questions in section V supported by grounds in section III. To decide the liability of paying the fixed monthly charges June/2022 to April/2024 along with its interest when the hospital was in possession and occupation of the DDMA/ District authorities from 27.03.2020 to 03.12.2024 thus being the user and beneficiary of the power supply to the premises. To declare the Complainant is eligible to get the benefits of OTS-2025 after correcting the error in the date of calculation, and as there is no delay in availing of the scheme by the Complainant as the communication from Licensee was received after the deadline of 31.08.2025. The dues are paid the OTS-2025 sanction latter allows for restoration of power. Thus, allow the benefit to continue if the Complainant can clear those liabilities incurred by him. If there is no scope of restoration, then the complainant prays that the security deposit be adjusted against the principal short assessment arrear of Rs. Rs. 23,15,304. Thus, the balance payable will be Rs. 14,19,822/-. The Complainant is willing to pay the pending dues in the restored reassessed short assessment OTS.

Arguments of the Respondent

M/s. Central Travancore Specialist Hospitals Ltd. bearing LCN 32/3534 is an HT IV Commercial consumer under the Electrical Section, Mulakuzha in the Electrical Circle Harippad. The connection was dismantled on 23.10.2024. The officials of the TMR Division, Pallom conducted an inspection at the premises of the petitioner firm on 06.12.2011 following the Assistant Engineer, Electrical Section, Mulakkuzha had noted remarkable drop in consumption of energy by the petitioner at the time of monthly reading. Subsequently as per the downloaded data it was coherently proved that only two third of consumption of energy by the petitioner was recorded in the meter for the period from 06/2010 to 11/2011 on account of an LT fuse on Right side of the potential transformer (PT) remained open during the above mentioned period. In the wake of the findings of the officials of TMR Division and the strength of Clause 37 (5) of the "KSEB Terms and Conditions of Supply, 2005", the petitioner was served a short assessment bill dated 18.04.2012 for an amount of 23,15,304 (Twenty three lakhs fifteen thousand three hundred and four rupees only) Aggrieved by the bill dated 18.04.2012, the petitioner had filed WP(C) No. 10635/2012 and the Hon'ble High Court of Kerala vide judgement dated 07.01.2014 had directed the petitioner to approach the Hon'ble Forum in this regard. Accordingly the petitioner filed O.P. No. 82/2014 15 on 21.08.2014 and the Hon'ble Forum had set aside the bill dated 18.04.2012 vide Order No.CGRF-CR/Comp 82/2014-15 dated 26.12.2014.

Challenging the Order dated 26.12.2014, KSEBI. filed WP(C) No. 19153/2015 and the Hon'ble High Court of Kerala vide judgement dated 01.02.2017 dismissed the said writ petition Consequently KSEBL filed WA No. 531/2017 against the judgement dated 01.02.2017 and the Hon'ble High Court of Kerala vide judgement dated 04.10.2021 set aside the judgement dated 01.02.2017 and directed that the Executive Engineer, TMR Division, Pallom, who is authorised to quantify the consumption of electricity by the consumer, should reconsider the whole issue after affording an opportunity of being heard to consumer and supplying the details of materials relied on by KSEBL to find the undercharging of consumption of energy. In compliance with the judgement dated 04.10.2021, the Executive Engineer TMR Division, Pallom heard Dr Zacharia Paul Chirakkal and Adv. K. John Mathai who represented the consumer firm on 30.12.2021 after duly issuing the downloaded data along with notice dated 27.11.2021 for hearing as directed by the Hon'ble Court. After examining the deliberation during the hearing and the supplementary statements furnished by the consumer, the Executive Engineer vide proceedings No.DB EE TMR/2021-22/837 dated 10.01.2022 held the view that the consumer should pay the short assessment to the tune of 123,15,304 for the period from 06/2010 to 11/2011 in the wake of the data of the energy consumption for the said period downloaded from the meter installed at the premises of the petitioner.

Pursuant to the proceedings dated 10.01.2022, the first respondent served a demand notice dated 30.01.2022 for short assessment to the tune of 123,15,304 along with interest of 140,65,928 (Forty lakhs sixty five thousand nine hundred and twenty eight rupees only) on the strength of Clause 36(5) of the "KSEB Terms and Conditions of Supply, 2005" and Schedule-1 to the Kerala Electricity Supply Code, 2014. The petitioner approached Hon'ble High court against demand notice dated 10.01.2022 and court directed the petitioner to approach CGRF In compliance of judgement consumer filed OP No.15/2022 23 in CGRF On 6/8/2022 CGRF issued order that (1) Petitioner is liable to pay the short assessment of Rs. 23,15,304 issued by KSEBL and (2) Directed to quash interest portion and issue a revised bill so that the interest portion may be charged from 15/2/2022 onwards. On 13/2/23 a revised demand notice was issued to the consumer.

Petitioner consumer, his hospital and its property which were taken over by the State Government on 26/3/2020 was in the possession of the District Collector, Alappuzha when he registered WP (C) No.15604/2022 before the Hon'ble High Court. The interim order dated 21.10.2022 extended on the condition that consumer has to pay current charges till 27.05.2020. However to evade remittance, the petitioner consumer preferred IA No. 01/2022, seeking a time extension for compliance with the order dated 21 10 2022. Then the petitioner remitted Rs. 1,83,342/- on 29 11.2022 which is the bill amount for February 2020. Govt decided to set off current charge dues as per G.O(MS)30/2024/FIN dated 12.03.2024. As such board settled the dues from 03/2020 to 06/2020.

The National Health Mission made a payment of Rs. 36,47,413/- on 30.03.2022 against the bill amount for the period from 07/2020 to 09/2021. The National Health Mission is liable to pay the interest for the belated payment and the same is adjusted in the Govt arrear settlement as per G.O(MS)30/2024/FIN dated 12.03.2024 As per the District programme manager, Alappuzha vide proceedings No DPMU ALPV/534/JC(D&C)/2020 dt 27/3/2022, Chenganoor Block Development Officer was in charge of Centuary Hospital (Central Travancore specialist Hospital Ltd) Covid Care Centre from 4/10/2021 to 30/4/2022 and that charge was terminated on 30/4/2022 Demand notice dated 29.06.2022 was issued to Block Development Officer Chengannur to clear off the arrears during the period 04.10.2021 to 30.04.2022. BDO remitted Rs. 3,89,311/- on 02.07 2022 and Rs. 11,23,539/- on 07.07.2022, thereby clearing Rs.15.12.850/- in total.

WP(C) No. 13988/2023 was filed by the petitioner consumer before the Hon'ble High Court Of Kerala for setting off the short assessment bill dated 18.04.2012 for an amount of Rs. 23,15,304/- against the payment made by the National Health Mission As per interim order dated 13.06.2023, it was directed to effectuate electricity supply. The service connection to the premises was disconnected on 13.09.2023 and 6 months elapsed The Hon'ble High Court of Kerala delivered judgement dated 02.09.2024 in the combined Writ Petitions WP (C) No 13988/2023 and WP (C) No. 15604/2022 (Exhibit R1) disposing both the Writ Petitions by ordering that (1) Board has nothing to do with the amount of compensation which the petitioner could have claimed from the Government. (2) The Board shall supply the electricity in terms of supply agreement and issued bills for the pending electricity charges. (3) If the petitioner has any claim against the Government, the petitioner should pursue their remedy However, no direction can be issued to the Board for not realizing the dues of the electricity charges from the petitioner.

According to the judgment in Exhibit R1, the KSEBI can proceed with the dismantling and revenue recovery action Since the petitioner's firm was reported disconnected on 13.09.2023 following default in payment of current charges, subsequently the petitioner was issued minimum demand bills for Licensee, both procedures are in order Deputy Chief Engineer informed on 28.10.2024 that the service connection was dismantled on 23.10.2024.

After this, the petitioner filed OP No.94/2024-25 before the Hon'ble CGRF (CR). Kalamassery against the dismantling notice dated 04.10.2024 issued by the Licensee and having examined the petition considering all the facts and circumstances in detail and perusing all the documents of both sides, the Forum came to the following observations, conclusions and decisions against the contentions that pending arrears of current charges of M/s Central Travancore Specialists Hospital for the period 06/2022 to 04/2024 is Rs. 72,24,447/-. Demand notice for the same was issued on 04/10/2024 The petitioner's another contention was a notice from the licensee on 13/02/2023 to pay only the principal amount of First Part of Rs. 23,15,304/- against a prior

short assessment due as validated by the Forum in OP 15/2022-23 dt 06/08/2022, but the Licensee issued a revised bill only much later on 13/02/2023. The Forum understood that the said revised bill has been issued 6 months late but the interest for the said period (till the date of revision bill) has been exempted. The Forum observed that petitioner previously approached the Forum by filing a complaint OP No. 15/2022-23. On that petition, Forum has set aside the total demand and directed the petitioner to pay the principal amount of Rs 23,15,304/- and also directed the licensee that interest may be charged from 15/02/2022 onwards. Since the first part of the total demand is already validated by the Forum, the petitioner is bound to pay the principal amount with interest as specified. In connection with Second part of the total demand, it is understood that fixed monthly charges for the period from June 2022 to April 2024 Rs. 33,49,320/- was charged as principal amount along with interest portion is Rs. 6,61,231/- The assessment of the Forum was that the bill has been issued in accordance with the existing rules and regulations. Forum came to the conclusion that the Demand Notice issued dated 04/10/2024 is found to be genuine.

The Forum also observed that since the petitioner's firm was disconnected on 13/09/2023 following default in payment of current charges, subsequently the petitioner was issued minimum demand bills for 180 days as per Regulation 143 of Kerala Electricity Supply Code 2014. The dismantling date was treated as 11/03/2024 from the disconnection date. The due date of bills issued upto 11/03/2024 is 12/04/2024. So payable interest to taken upto 12/04/2024. As per Regulation 139(6) in Annexure 18 of Supply Code, 15 days dismantling notice was issued to the petitioner by licensee. It is observed that both procedures were in Order. Since the current charge arrears are pending with the petitioner, the Hon'ble Forum is of the opinion that further grievances raised need not to be considered. Further petitioner approached Electricity Ombudsman and ordered agreed with the order of forum dated 29.01.2025. Meantime petitioner appealed against order WP(c) 15604/2022 which was an order dated numbered WA(c)762/2025. Hon'ble high court passed 17.06.2025 stating that all legal and factual contentions raised by the parties regarding the liability to pay electricity charges and other charges during the period of management of appellant's hospital by the Government is left open to be decided by the appropriate forum/ Authority concerned. untrammelled by the observations made in the impugned judgement of learned single bench.

Subsequently, petitioner has applied one time settlement for arrears in the short assessment. Board has sanctioned one time settlement for short assessment bill and other regular current charges for the period from 06/2022 to 04/2024 with interest upto 31.07.2025. The consumer has not settled in OTS. The Consumer approached consumer grievance Redressal forum and contended that monthly current charges from June 2022 to April 2024 along District Disaster Management are to be paid by with interest Authority, Alappuzha. The Forum ordered that the Petition Filed by M/s Central Travancore Specialist Hospitals Ltd. is dismissed and the demand made by Licensee is upheld (Exhibit R5). The

Central Travancore Specialist Hospital is Registered consumer, KSEBL only can claim against registered consumer.

Counter Arguments filed by the Appellant

The petitioner submits that some of the statements made by the respondents are contrary to facts and law. For the sake of brevity the petitioner is not repealing the averments made in the captioned appeal application but begs this Hon'ble forum to treat all the averments made in the accompanying appeal to be read as part and parcel of this counter. Anything contrary thereto or inconsistent therewith stated here is denied.

The statement of facts by the 1st respondent substantially departs from the complainant's core contentions and merely revives old, settled and a repetition of stale issues apparently aimed at misleading the forum. The Licensee has not denied or attempted to justify any of the grounds (III-A to U), specific statements and questions (V - I to xi) raised by the Complainant in the main petition.

There is no evidence shown by the Licensee which states they had inherently followed the rules from the beginning. when they tried to high-hand the Complainant initially with the arrears bill dated 31 jan 2022, and it was only after the Complainant approached the High Court of Kerala, the licensee contacted the District administration and then the being of the communication of the hospital being returned on 30.04.2022. The Licensee has shown no evidence that they informed of sought permission from the Complainant that they are allowing the district authorities to continue to use the power supply under the same consumer number, nor did they get a NOC from the Complainant or an undertaking from the District authorities/ DDMA to reconnect the power supply which was to be disconnected on 25 march 2020. so as to allow the District authorities/ DDMA to use the same. It is beyond doubt the Disaster Management Act, 2015 prevailed and so the order of the District Collector. From then on, the matter was between the Licensee and the district authorities/ DDMA until the actual handover. In March 2020, the Licensee could only allow a new connection to the district authorities and not continue to supply without clearing dues nor a reconnection. But in the so-called event of closing the COVID centre on 30 april 2022, the Licensee made no attempts as per the rules laid down in Supply Code 2014 to issue a no due certificate and special reading as per Section 127. The Complainant nonetheless contacted the Licensee several times to appraise the situation include requesting downgrading supply load or disconnection of supply. No action was taken, The liability shifts to the Licensee for failure to disconnect after disconnection date in March 2020, and then the further acts of negligence in 2022.

The Licensee is basing on a single communication from the District administration that the hospital was closed, and that absolves the district administration from any further liabilities. Although the CGRF had verbally acknowledged all the legally valid documentation of the handing over process on

03 dec 2024, the forum failed to appreciate the same and its applicability to decide who was the consumer in possession of the property liable to pay for the electricity charges. The Licensee cannot conveniently take a stand later as mentioned in page 6 para 4 The CTSHL is registered consumer, KSEBL only can claim against registered consumer, when all along between Mar 2020 to April 2022, this fact was not worrying the Licensee. The entire premises of this electricity liability is because of the Licensee not following any of the rules set down in the Supply Code 2014. Illegally continuing to supply power to the hospital as ordered by the district administration/ DDMA since April 2020, instead of disconnection and getting NOC from the Complainant. The entire liability has risen by the sole actions of the KSEB authorities and the Licensee who preferred selectively rules to their convenience while defending the district administration against any adverse liability including failure to allow supply/contract load reduction.

The amount sought to be recovered from the complaint is exorbitant and unjustifiable under the circumstances. All nature of reliefs sought from the Ombudsman is prayed for and without any prejudice.

Analysis and findings

The hearing of this appeal petition was conducted on 14/01/2026 at 11:00 a.m. in the O/o State Electricity Ombudsman. The hearing was attended by the appellant Dr. Zachariah Paul and Adv. John Mathai K and the respondent Smt. Soumya K. S. (SS, Office of SOR), Trivandrum (Dist.), Sri. Ashish Krishnan B, AEE, Chengannur, Sri. Jayachandran P R (SS, Nodal Officer Litigation Harippad) and Sri. Shiju R (Senior Assistant, SOR Trivandrum).

The Central Travancore Specialist Hospitals Ltd is an HT consumer of the Licensee, KSEBL. The Assistant Engineer, Mulakuzha had noted a remarkable drop in the consumption at the time of monthly reading. Accordingly an inspection was conducted by the officials of TMR Division, Pallom and noted that only two third of actual consumption only was recorded by the energy meter on account of an LT fuse on one of the potential transformer remained open. The period calculated for this discrepancy was from 06/2010 to 11/2011. The short assessment for Rs. 23,15,304/- was prepared and served to the appellant and the same was not paid.

The said Hospital was taken over by the District Collector as per Disaster Management Act to function as a Covid Care Centre on 26/03/2020. The current charges upto 04/2022 was paid by the Government as it was functioning as the Covid Care Centre. The current charges for a period from 06/2022 to 04/2024 was pending. The power was disconnected on 13/09/2023 and dismantled on 23/10/2024. Though the dismantling date is on 23/10/2024, the fixed charges was levied only up to 04/2024. The contention of the appellant is that the Hospital was handed over only on 03/12/2024, and

hence the current charges of these period is to be paid by the Government. These two cases are to be examined separately.

(1) Short assessment bill

The Licensee had issued the short assessment bill for Rs. 23,15,304/- on 18/04/2012 as per the inspection of the TMR division Pallom. The consumption was under recorded by the energy meter from 08/07/2010 to 06/12/2011. The appellant had challenged this claim before the Hon'ble High Court of Kerala by filing WP(c)/10635/2012. The Hon'ble High Court of Kerala disposed the case and directed to approach CGRF and CGRF canceled the demand. The Licensee filed petition to High Court as WP(c)/19513/2015 which was dismissed by the High Court. Again the Licensee challenged by filing writ appeal as WA/532/2017 in which the Court nullified the CGRF order and ordered to reconsider the matter afresh after hearing the consumer. Accordingly the Executive Engineer TMR had conducted a hearing on 30/12/2021 and issued order stating that the demand is lawful and correct. Then the demand notice issued for Rs. 63,81,232/- including interest. Again petition filed to the Hon'ble High Court vide WP(c)/946i/2022 and High Court disposed the petition and directed to approach CGRF. The CGRF issued an order on 06/08/2022 stating that the appellant is liable to pay the assessment bill for Rs. 23,15,304/- and interest payable is only form 15/02/2022. Then the revised demand issued by the Licensee on 13/02/2022 for Rs. 23,15,304/-. The Ombudsman agreed with the order of CGRF regarding the payment of short assessment bill as per the order of Ombudsman dated 30/05/2025 on P/018/2025.

(2) Arrear Current Charges

The District Collector, Alappuzha had issued order on 23/03/2020 to take over the Central Travancore Specialist Hospital as Covid Care Centre. The Hospital was taken over by the Government only on 27/05/2020. The appellant had paid the power charges only up to 02/2020. As the Hospital and premises were taken over by the Government only on 27/05/2020, the power charges up to 27/05/2020 is payable by the appellant. The Covid Care Centre was functional in the Hospital up to April 2022. The letter of BDO Chengannur vide letter dtd 11/05/2022 informed that the Covid Care Centre stopped functioning on 30/04/2022. The appellant's version is that the District Authorities disruptively abandoned the Hospital and premises in April - May 2022 without proper handing over.

The National Health Mission had paid the energy charges up to 04/2022 for the period by which the Government occupied the Hospital for Covid Care Centre. No payment is paid to the Licensee after 04/2022 by the appellant or the occupant. The power was disconnected on 13/09/2023 and was dismantled on 23/10/2024 after serving the notice. Here the power was dismantled after 13 months of disconnection. Though the dismantling was effected after 13 months

of disconnection, the Licensee is permitted to charge the Fixed charges only for 180 days from the date of disconnection as per regulation 141 of the Supply Code 2014.

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.*

Accordingly the Licensee have raised the bill only up to 04/2024.

In this case it is very pertinent to examine who is liable to pay the charges up to 04/2024, whether the Government or the appellant? The District Authorities have not properly handed over the Hospital back to the appellant inspite of repeated reminders. The Hon'ble High Court of Kerala ordered for immediate handing over in WP(c)/2693i/2022, Eventhen the concerned authorities had not shown any keenness in handing over. Finally the Secretary, Block Panchayath, Chengannur issued a letter to hand over the premises vide their letter dtd 19/11/2024. The keys were taken over by the appellants on 03/12/2024. The original taken over receipt was signed by the representative of the appellant and two witness. One of the witness was the Chengannur Block Panchayath President and it was not signed any concerned officer of District Disaster Management. As such this taken over receipt was not considered when the order of P/018/2025 was issued by the Ombudsman. On 22/01/2026, the Key Handing over receipt dtd 03/12/2024 was counter signed by the Block Development Officer ratifying the key handing over receipt. This shows that the building was under the possession of the appellant since 03/12/2024 only. The single bench order against WP(c)/13988/2023 states that the Board has nothing to do with the compensation which the petitioner could have claimed from the Government. The appellant had filed appeal against the WP(c) and received the order of WA/762/2025 by the division bench stating that the *"liability to pay the electricity charges and other charges during the period of management of appellant's Hospital by the Government is left open to be decided by the appropriate Forum/ Authority concerned untrammelled by the observations made in the impugned judgement of learned single bench."* The Hon'ble High Court ordered that the concerned forum can decide without the restriction of single bench order.

As the building was properly handed over only on 03/12/2024, it is to be conferred that the building was under the Government up to 03/12/2024. Then the occupant of the building is Government/ District Disaster Management Authority and hence the government is the actual consumer up to 03/12/2024. The power supply was dismantled on 23/10/2024 and the Licensee has raised the bill only up to 04/2024. The Licensee had accepted that the Government was the occupant and consumer up to 04/2022 and accepted the payment from

the Government. Though the appellant was defaulted the payment since 02/2020, the connection was not disconnected only to provide facility to Government to function as Covid Care Centre. The regulation 31 of the Supply Code deals with recovery of charges by the Licensee for the supply of electricity. Here the Government is seen to be the deemed consumer from 27/05/2020 to 03/12/2024. Then the charges during this period is payable by the Government.

31. Recovery of charges for supply of electricity.-

(1) Subject to the provisions of this Code, the charges to be levied on the consumer by the distribution licensee for the supply of electricity in pursuance of the provisions of the Act, shall be in accordance with the tariff fixed by the Commission from time to time and the conditions of the license.

(2) The charges of electricity supplied by the licensee shall be:-

- a) fixed in accordance with the methods and principles as may be specified by the Commission; and*
- b) published in such manner so as to give adequate publicity for such charges and prices.*

The charges are payable by the consumer who is actually consuming the energy which is government.

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 appellant is liable to pay the short assessment bill for 23,15,304/- along with the interest payable with effect from 15/02/2022. The Licensee shall issue the demand including the interest.
- 2.** The appellant is liable to pay the current charges for a period up to 27/05/2020 (till the taking over by the Government)
- 3.** The power charges for period from 05/2022 to 04/2024 is payable by the Government as the building is handed over only on 03/12/2024. The Licensee shall raise the demand to Government.
- 4.** The security deposit of the appellant is to be adjusted in the amount payable as per decision (1) above.
- 5.** The power is to be reconnected on clearing the amount payable as per decision (1) if the appellant request for the reconnection.
- 6.** No Other Costs ordered.

Delivered to:

- 1) Dr. Zachariah Paul, Director,M/s. Central Travancore Specialist Hospitals Ltd., Mulakuzha, Chenganoor,Alappuzha (dt)- 689503
- 2) The SOR, Vidyuthibhavanam, KSEB Ltd., Pattom, Thiruvananthapuram dt.
- 3) The Deputy Chief Engineer, Electrical Circle, KSE Board Ltd., Harippad, Alappuzha dt.

Copy to:

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