

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/065/2025
(Present A. Chandrakumaran Nair)
Dated: 29-12-2025**

Appellant : Sri.Firoz.Y,
Managing Director,
Lividus Health Care Pvt.Ltd.
BIO 360 Life Science Park,Thonnakkal,
Thiruvananthapuram dt - 695317

Respondent : The Assistant Executive Engineer,
Electrical Sub Division, KSE Board Ltd,
Kaniyapuram, Thiruvananthapuram (dt)

ORDER

Background of the case

The appellant Shri. Firoz.Y is the Managing Director, M/s. Lividus Healthcare Pvt. Ltd., Bio-Science Park, Thonnakkal, Thiruvananthapuram is a consumer of the Licensee KSEBL under their Electrical Section, Mangalapuram. The connection having consumer number 1145236034430 is an LT 3 phase connection with connected load 65.85 KW and contract demand 30kVA. This connection was effected on 26/12/2025. The monthly electricity bill for this connection for the month of 04/2025 was generated on 01/05/2025 as spot bill and placed inside the meter box and the payment was due on 12/05/2025. The consumer was contacted on 29/05/2025 and the reminder has been sent via SMS to the registered mobile number on 06/05/2025 and again on 02/06/2025. As the current charge was not paid till 02/06/2025, the power was disconnected on 02/06/2025. The consumer contention is that they have neither received the bill nor the copy on request. As they have not received the bill, the payment could not be made. The appellant's requirement is to take action against the erring officials and release of Rs. 5 lakhs as compensation. The petition have been filed to CGRF Southern region which is number as OP/26/25-26. The CGRF had issued order on completing the procedures on

25/09/2025 stating that the Forum is not having any jurisdiction for sanctioning the compensation and the consumer has to pay the bill before the due date to avoid disconnection. Aggrieved with the decision of CGRF, this appeal petition is filed to this Authority.

Arguments of the Appellant

Lividus Healthcare Private Limited is a medicine manufacturing company having unit functioning at Bio360 Life Science Park, KSIDC, Thonnakkal, Thiruvananthapuram. Initially an electricity connection was allotted to the Unit vide consumer No 1145238033125 for construction purpose. Subsequently when a portion of the plant was ready for functioning and manufacturing license was obtained, a new LT 4A connection was allotted for the said unit vide consumer No 1145 2360 34430 and started production in March 2025. on June 02, 2025 while the plant was in operation, the electricity supply was disconnected by KSEBL staff in the pretext of non payment of KSEBL bill. Due to this, irreparable loss (both financial and damage affecting the existence of the firm) was occurred. Accordingly, complaints were made to all concerned authorities including the Ministries for Industry/Electricity, Government of Kerala.

Also, we lodged a complaint to Consumer Grievance Redressal Forum, KSEBL, Southern Region, Vydyuthi Bhavanam, Kottarakkara (Appendix A to Form B) and hearing held on September 18, 2025. During the hearing, all facts of the case were presented to the forum with documentary and circumstantial evidences. The forum seems convinced about the fact that there was a lapse from KSEBL staffs by not sharing the bill, their behaviour of using harsh and threatening language and hence the chairperson extended certain advice on how the matter could have been handled. However, the order on the hearing referred above does not include any of these aspects and it blindly justifies the action by KSEBL staff without considering any of our grievances, which is unfortunate. Point wise contention on the 'analysis and findings' of the forum are submitted herewith for your kind consideration.

It is re-iterated that no bill for the month of May 2025 (or later also) was given to us. The first information about the bill was received only through telephone on May 29, 2025 and then on June 02, 2025. We had intimated the KSEBL officials that there is no pending bill with us and if there is a bill overdue, please share with us. The KSEBL lady official was pretending to be very hurry and casual and hearing our request, she threatened us 'if you continue waiting for the bill, the electricity connection will be removed'. Also, it was told that 'she had not reinstated disconnected connections of some others even a week after payment!. On the same day (Jun 02, 2025) at around 02:00 PM the electricity connection to the plant was disconnected without telling a word to any of our staffs present at the premises. Upon

disconnection, our people went to the KSEBL office and again requested for the bill. They somewhere there at the meter point. On our repeated requests they gave us a were very casual and asked us to search bill with manipulated data [bill amount (34,177) same as that reflected in the SMS of June 2025 bill, due date of payment changed to May 12, 2025 and disconnection date as May 28, 2025]. From the same office different disconnection date in SMS and Hard Copy of bill and the payable amount is same.

It may be noted that for the month of Apr 2025 (payable in May 2025), there were no arrears pending for this consumer number as the bill of April 2025 was paid on Apr 26, 2025. KSEBL has never shown any proof of delivery of May 2025 bill. They were only telling that they called us and SMS delivered though the only SMS received was of June 2025.

It is confirmed that no SMS alert for the month of May 2025 for this connection was received. The first SMS alert received was for the month of Jun 2025. It is already stated that this is a new connection (LT 4A) and if they are thinking about the other connection (construction), bills are received regularly and then payments are initiated. construction are handled through the contractor which may be paid through All bills and payments related to online or not.

It is learned that spot billing is not done for this connection. As per the inputs got from the concerned KSEBL office, the reading is taken by the sub-Engineer/his representative at their convenient time and bills are generated subsequently. It is again re-iterated that no bill in any form (hard copy/online) for this connection (LT 4A) was received for the month of May 2025. Mail-id for this connection was not updated at that time. Even after our representative personally visited the KSEBL office and requested for the bill, they declined to share the bill (this point was brought to the notice of the ibid consumer forum during the hearing). Also, despite our repeated complaints, we were not getting regular bills for this connection. Only after the hearing on 18 Sep 2025 at the Consumer Forum, Kottarakkara, we started getting regular bills and payments are made accordingly. The KSEBL officials were well aware about the said provisions of Regulations of Kerala Electricity Supply Code 2014 and other Court orders wherein it is compulsory on the part of the service provider to deliver the bill to the customer, fix the due date with sufficient time frame and if defaults the payment, then only the service to be stopped. It was clearly intimated to the concerned KSEBL office that we haven't received any bill. Instead of sharing a copy of bill and wait for the customers reaction, they have taken the harsh step of disconnecting the power supply of a unit which was functioning. At-least they should have thought about the customers basic right to know about the bill before being asked to pay/terminate the service. Also, there were no previous cases of KSEBL payment default from our side for any connections in any of our premises. The action in this manner was adamant

and to be believed as it is a planned/on instructions from the higher officials. It may be noted that the firm just started functioning only a few months ago and things were just shaping up. The KSEBL officials could have shown bit courtesy as obviously they know how much it will affect our functioning and will make loss to the company.

Being a Bonafide customer and a responsible entrepreneur we strongly believe that we are betrayed and put us into undue hardship and lead to irreparable loss. Though the loss incurred to us were irreparable, only the monetary loss we worked out to be around * 5,00,000 (rupees five lakhs) (which includes diesel charges for running emergency service, loss of production, product damage due to not able to maintain required temperature, damage to items stored in stability chamber and humidity chamber, etc) and the same may be sanctioned to us with immediate effect. It is also requested that suitable administrative/disciplinary action may be initiated against the concerned KSEBL officials for not delivering the bills, rude behaviors to the customer, for disconnecting electric connection without giving demand notice, for giving forged documents to the customer and for any other charges as per the KSEBL Service rules and other regulations which may deemed to be fit for their actions in this score.

Arguments of the Respondent

The consumer M/s Lividus Health Care Pvt Ltd.(Con no.1145236034430) is an LT4A consumer under Electrical Section, Mangalapuram. The consumer obtained new connection on 26.12.2024. The consumer is billed for the electricity consumption for the month of April 2025 on 01.05.2025 with intimation as bill due date on 12.05.2025 and due date for supply disconnection on 28.05.2025. As the consumer has not remitted the electricity bill before the disconnection date, the consumer was contacted in the registered mobile number from section office on 29.05.2025 2.28pm and informed them about the pending bill. But payment was not done. The consumer was again contacted from section office on 02.06.2025 regarding the non payment of electricity bill and SMS also sent. Additionally two more calls made to the alternate mobile number available on 02.06.2025 itself and informed the matter. But electricity bill payment not made. Hence supply to the consumer disconnected on 02.06.2025. The supply was disconnected on 02.06.2025 even though the disconnection date falls on 28.05.2025. Moreover, the petitioner has not made any genuine effort to pay the pending electricity bill and to operate the establishment in a normal manner even after repeated requests from KSEBL to remit the current charge of April 2025. Hence the averments of the petitioner is denied.

The Consumer Grievance Redressal forum, KSEBL, Southern Region, Kottarakkara issued the order in OP No.26/2025-26 filed by the petitioner after detailed hearing of the petitioner and hence the averments of the

petitioner is denied. The consumer's claim about non receiving of bill is not true and denied. The meter reading taken on 01.05.2025 with intimation as bill due date on 12.05.2025 and due date for supply disconnection on 28.05.2025. and reflected in KSEBL Orumanet billing software. The bill delivery is confirmed for all consumers from section office. Also the bill alerts via SMS to the registered mobile number were active for this consumer from the date of availing connection. Moreover the consumer have access to view bills through KSEB portal. Furthermore the consumer is remitting the various payments from 02.11.2024 through online mode only, indicating their familiarity with the websites bill view facility. As the consumer has not remitted the electricity bill before the disconnection date, the consumer was contacted in the registered mobile number from section office on 29.05.2025 2.28pm and informed them about the pending bill. But payment was not done. The consumer was again contacted from section office on 02.06.2025 regarding the non payment of electricity bill and SMS also sent. Additionally two more calls made to the alternate mobile number available on 02.06.2025 itself and informed the matter. But electricity bill payment not made. Hence supply to the consumer disconnected on 02.06.2025. It is clear that KSEBL has made all possible efforts to make the consumer aware of the matter, but they have not responded positively.

The bill given from section office is generated from the Orumanet Software of the KSEBL and no manipulation is possible on the above. The bill with bill no. 4523250500279 shows the total bill of 5/2025 (for the consumption of April 2025) as Rs. 13747/- and the total as on date payable amount including the bill of 06/2025 as Rs.34,177/-. The SMS alert received on 02 June 2025 in the registered mobile number of the consumer (Bill no. 452350600272) refers to the bill in the consumption for the month of May 2025 of the consumer with the reading taken on 01st June 2025 which also shows the payable amount Rs.34177/- including the arrear Bill of the previous month. The spot billing done and bill issued for the consumer, and SMS were also active for the consumer. Hence the averments of the consumer is denied.

The SMS is active in the registered mobile number for the consumer from the date of commencement of the connection. The SMS will be sent to the registered mobile while approving the bill. The date of connection of the consumer is 26.12.2024 and the various payments from 02.11.2024 is made through online mode only. There are four nos of metering points near to this consumer meter box and the spot billing done regularly for all consumers and bill served. No complaints from any other consumer is received so far. Mail id of the consumer was requested from section office on 21.04.2025 via SMS in the registered mobile number, but it was received only on June 2025. It is clear that the consumer is disregarding KSEBLS instructions and follows their own decisions.

KSEBL has taken the meter reading on time and duly served the bill to the consumer, allowing sufficient time for making the payment. The KSEBL is issuing Demand cum Disconnection notice as per regulation 122&123 of Kerala Electricity Supply code 2014 to the consumer after taking meter reading and further no intimations regarding supply disconnection is issued. Although the disconnection date mentioned in the bill was 28th May 2025, the supply was not disconnected on that date.

The consumer was granted additional time for payment and was duly informed through phone calls and SMS. However, the non payment of the bill by the consumer led to the disconnection of supply on 02.06.2025. The KSEBL's prime duty is to ensure the supply of energy and to collect the payment due for the energy supplied to the consumers. The Board has acted as per prevailing rules and regulations in KSEBL. The consumer didn't pay any attention to the words of even higher officials. Being new in the field, the firm should have taken timely action to avoid electricity disconnection due to non payment of electricity bills. Instead they have remitted the amount only on 18.06.2025, after which the supply was restored, indicating their lack of seriousness towards the start up.

There is no complaint received from any other the consumers regarding non receiving of bill. The KSEBL effected disconnection on 02.06.2025 for the petitioner as per rules only. The consumer remitted the current charge bill on 18.06.2025 only and the supply restored on the same day itself. The consumer should have shown more responsibility towards the matter and the payment of electricity bills. It is learnt that the firm has not taken any positive steps for maintaining supply to their establishment even after disconnecting the supply. There is no lapse from the part of KSEBL and the petition caused waste of time for KSEBL.

In view of the above facts and circumstances, it is most humbly requested to the Hon'ble Forum that the petition may please be dismissed with cost to the respondents.

Counter Argument of the Appellant

On receipt of the telephonic intimation from the KSEBL office on 29th May 2025 and 02nd Jun 2025, we intimated the concerned KSEBL staff that we had not received any such bill and requested to share a copy of the bills so as to initiate payment. However, they declined to do so. Please refer our complaint given to the KSEBL Mangalapuram on 12th September 2025, as we were not getting bills. In the backside of the complaint it was written by the Superintendent, KSEBL Mangalapuram that "Bill not served as M2 monthly readings were assigned to overseer as Sub Engineer has not taken charge. Reading noted down by Overseer were noted and single bill prepared for consumers with load above 25 KW". From this statement it is very clear that as Sub Engineer was not there, individual bills were generated from the

office and no proof of serving to the consumers. Please also note that, only after the hearing on 18 Sep 2025 at the Consumer Forum, Kottarakkara, we started getting regular bills. Hence, it is re-iterated that no bill for the month of May 2025 was given to us. If the KSEBL officials are sure about the delivery of the bill, they may clarify the date of delivery of bill, mode of delivery, delivered by whom and name of our representative who received the bill.

If the said bill was of May 2025, then how come the due amount of Jun 2025 reflected there. Had there been a bill generated exclusively for the month of May 2025, where it is and why a copy of the same could not be given to us. Please note that if a customer ask for a duplicate bill, it is the vendor's responsibility to give exact copy of the bill. Giving different bills and telling petty reasons and technical snag is not appropriate for an enterprise or Government established body like KSEBL.

It may be noted that spot billing for this connection has started only from the current month (November 2025). Actually the statement from KSEBL Superintendent [as mentioned at para 2(a)(ii) above] is a proof of single bill generation instead of spot billing in our area for consumer's load more than 25 KW. During the months of June 2025 to August 2025 bills were collected from the KSEBL office by our staff and during last two months (September and October 2025) the bills were delivered through post/courier (after the hearing at CGRF). These are all self explanatory proof of single bill and spot bill was not done in our area. Hence, the said statement is false and 'Spot billing' was not done for this connection during the period.

Analysis and findings

The hearing of the appeal petition was conducted on 13/11/2025 at 04:00 pm in the KSEB IB, Paruthippara, TVM. The hearing was attended by the appellant's representatives Sri. Hussine.A(PRO, Lividus Healthcare Ltd) and Sri. Hashid.A.S, (Accountant, Lividus Health Care Ltd) and the respondent Smt. Susan George, Asst. Executive Engineer, Electrical Sub Division, KSE Board Ltd., Kaniyapuram and Sri. Asokkumar.G.L, Nodal Officer (Litigation), TVM (DT).

The Lividus Healthcare Pvt. Ltd. is a pharmaceutical company which is working inside the Bio360 Life Science Park, situated at Thonnackal, Thiruvananthapuram, Kerala. The appellant Shri.Firoz.Y is the Managing Director of this company. The said company had availed power connection under tariff LT 4A on 26/12/2024. It seems the power connection agreement was executed only on 25/02/2025. The company started production in March 2025. The first bill of this connection was issued on 03/2025 for the consumption upto 14/03/2025 for Rs. 16,606/-. This bill was issued on 01/04/2025 including previous bills and the payment of Rs. 51020/- was made on 26/04/2025. The meter reading for the month of 04/2025 was taken on 01/05/2025 and spot bill generated and the bill placed on the meter box. The due date of the payment was 12/05/2025 and the date of

supply disconnection was 28/05/2025. The Licensee had contacted the registered mobile number of the consumer on 29/05/2025 and informed about the outstanding. The consumer was again contacted from the Section office on 02/06/2025. The SMS have been sent to the registered mobile on 06/05/2025 intimating the bill amount of 04/2025 and also on 02/06/2025 intimating the total amount outstanding for 04/2025 & 05/2025. The Sub Engineer Shri. Anwar who has been assigned duty to take meter reading in this area submitted his statement that he has taken reading and placed the spot bill in the consumer meter box. The statement of AEE, Kaniyapuram states that Shri. Anwar was assigned for the meter reading of this particular zone from 01/04/2025 to 03/08/2025. The contention of the appellant is that they have not received the electricity bill. The consumer premises and the Section office is within 2km apart. The consumer has not sent anybody to collect the copy of the bill to make the payment in time. Further the SMS messages clearly states the amount to be paid. The Section 45 of the Electricity Act 2003 states about the authority of the Licensee to recover the charges.

Section 45. (Power to recover charges): ---

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

Then the Section 56 of the Act specify about the authority of Licensee to disconnect the power in default of payment.

Section 56. (Disconnection of supply in default of payment): --

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

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

(a) an amount equal to the sum claimed from him, or

(b) the electricity charges due from him for each month calculated on the basis of average charge for electricity paid by him during the preceding six months, whichever is less, pending disposal of any dispute between him and the licensee.

The regulation 122(11) & (12) describes about the duplicate bill in case the original bill is not received.

122.(11) *If a consumer does not receive the bill within seven days of the date of issue of the bill, he may obtain a duplicate bill from the concerned billing office of the licensee.*

122. (12) *The licensee shall issue a duplicate bill immediately if the consumer contacts the office of the licensee in person or telephonically:*

Provided that, non-receipt of the bill shall not entitle the consumer to delay payment beyond the due date stipulated in the original bill

This states that the non receipt of bill shall not entitle the consumer to delay the payment. Here the Licensee also responsible for issuing the duplicate bill if the consumer contact the office of the Licensee in person or telephonically. The officials of the section is not shown any interest in issuing the duplicate bill and thus he/she had violated this regulation.

The consumer is highly responsible for the making the payment in time that is before the due date. The bill issued by the Licensee also shows the date of disconnection in case of the payment is defaulted and this is 15 days after the due date of payment. That is why the bill issued by the Licensee is a bill cum disconnection notice. The regulation 138 of the Supply Code 2014 states about the disconnection.

138. *Grounds for disconnection.*

(1) *The licensee shall not disconnect the supply of electricity to any consumer except on any one or more of the following grounds:-*

(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;*

Here in the case under consideration, the due date bill was 12/05/2025. The disconnection date is 28/05/2025. The SMS from the Licensee on 06/05/2025 specifies the amount, due date and disconnection date. It is very pertinent to note that the consumer has not taken any interest in making the payment. On getting the SMS, the concerned official would have checked whether bill is received or not. If not action would have taken to get the duplicate bill and making the payment in time. It is also very important to note that even after the power supply is disconnected on 02/06/2025, the defaulted payment has been made only on 18/06/2025 and the Licensee had restored power on the same day. The lethargic attitude of the consumer is very much evident from this action. This shows that the consumer was not keen in restoring the power without any delay. If the payment was made immediately after disconnection, the power would have been restored immediately.

The appellant prayed for sanctioning Rs.5 lakhs as the compensation for the losses suffered due to the disconnection of power. The reasons which results to the disconnection of power is seen to be totally attributable to the consumer.

It is the combined responsibility of consumer as well as the Licensee to promote the industries in the state. However the consumer has to take interest to run the industry without any hindrance such as disconnection of power due to default of payment etc.

Further this authority is functioning based on the Electricity Act, Rules & Regulation which never specify about the granting of compensation for losses/damages faced by the consumer. As such this authorities jurisdiction doesn't allow to grant the compensation due to any loss or damages. The appellant has to approach the appropriate Forum for the same.

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 claim of compensation by the appellant is not allowed as this is not within the jurisdiction.
2. The appellant has to take necessary action to pay the energy bills in time.
3. The Licensee has to make arrangements for taking meter reading in time and also to issue the bills in time.
4. If the consumer requests for duplicate bills, the Licensee has to issue the same immediately.
5. No other costs ordered.

ELECTRICITY OMBUDSMAN

No. P/065/2025/ dated: 29/12/2025.

Delivered to:

1. Sri. Firoz.Y, Managing Director, Lividus Health Care Pvt. Ltd., BIO 360 Life Science Park, Thonnackal, Thiruvananthapuram dt.
2. The Assistant Executive Engineer, Electrical Sub Division, KSE Board Ltd, Kaniyapuram, Thiruvananthapuram (dt)

Copy to:

1. The Secretary, Kerala State Electricity Regulatory Commission, KPFC Bhavanam, Vellayambalam, Thiruvananthapuram-10.
2. The Secretary, KSE Board Limited, Vydyuthi bhavanam, Pattom, Thiruvananthapuram-4.
3. The Chairperson, Consumer Grievance Redressal Forum, Vydyuthibhavanam, KSEBL, Kottarakkara - 691506