

THE STATE ELECTRICITY OMBUDSMAN

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Appeal Petition No. P/060/2025 (Present A. Chandrakumaran Nair) Dated: 24-11-2025

Appellant : Sri. D.Sasankan Nair,
Partner, M/s. Damodhar Corporation,
Hotel Pankaj, Opp.Secretariate,
Thiruvananthapuram dt.

Respondent : 1.The Special Officer (Revenue)
Vydyuthibhavanam, KSE Board Ltd
Pattom, Thiruvananthapuram dt.

2. The Deputy Chief Engineer,
Electrical Circle, KSE Board Ltd.
Thiruvananthapuram dt.

ORDER

Background of the case

Appellant Shri. Sasankan Nair is the Managing partner of Damodhar Corporation who owns the Hotel Pankaj at Trivandrum. The appellant is an HT consumer of the Licensee KSEBL having consumer number LCN 1/1703 under the Electrical Section, Puthanchantha which is coming under the jurisdiction of Electrical Circle (Urban), Thiruvananthapuram. Since the consumer was defaulted the payment the service was disconnected on 03/08/2022 and dismantled on 17/06/2023. The total recoverable current charges arrears upto 30/04/2025 was Rs. 72,94,562/-.The Licensee has initiated Revenue Recovery Proceedings to realize the payable amount. The connection was under HT IV B Commercial tariff with a contract demand of 250 kVA and connected load 266.59 KW. The demand charges after disconnection was charged for 180 days only which is upto 31/01/2023. The petitioner states that the said amount arrived by the Licensee is wrong and highly inflated and hence he was not liable

to pay. The Revenue Recovery authorities conducted a hearing and directed the appellant to approach KSEB appellate authority or the court. Then the appellant filed the petition to CGRF South Zone which was numbered as OP/11/2025-26. The CGRF had issued order dated 08/08/2025 on completing the procedures. The CGRF order states that the appellant is liable to pay the amount demanded by the Licensee. Aggrieved by the decision of CGRF, this appeal petition is filed to this Authority.

Arguments of the Appellant

The complainant is the erstwhile Managing Partner and currently a Partner of M/s Damodar Corporation (Hotel Pankaj), which is the consumer. The said consumer was conducting a hotel business in the multi storied hotel building situated in an area of 18 cents comprised in Survey no. 1366-A of Vanchiyoor Village, Statue, G.P.O, Thiruvananthapuram, for which electricity connection was availed from the licensee, having HT service connection no.LCN 1/1703. The said property and building thereon is worth more than Rs. 80 crores. The hotel was a successfully running one which is located at one of the nerve centers of the city of Thiruvananthapuram and which is having a rich heritage as one of the most well known star hotels in Thiruvananthapuram city. During the course of the hotel business which was running on profit, due to the sudden and unprecedented Covid pandemic, the said concern was severely affected and faced a major downfall in its business and resultantly various regular payments towards current charges fell into arrears. Pursuant to the same, the licensee issued to the complainant a registered letter No. DB 3/HT-Hotel Pankaj/Puthenchantha/2023-24/198 dated 27-06-2023, stating that it has dismantled the HT service connection no. LCN 1/1703 effected in favour of the complainant on 17-06-2023 due to non-payment of current charge arrears and also that the HT service connection agreement executed on 28-03-2000 between the complainant and the Deputy Chief Engineer, Electrical Circle, Thiruvananthapuram, for availing the connection has also been terminated. No further details regarding the same was made mention of in the said letter.

Thereafter, the consumer was served with an order of the Special Officer(Revenue), Kerala State Electricity Board Ltd., as Proceedings No. SOR/HTB/1/1703/2023-24/47 dated 8-8-2023, wherein it is stated that the balance outstanding amount recoverable from the consumer is Rs. 53,59,378/- It was also stated that the Deputy Chief Engineer, Electrical Circle (Urban), Thiruvananthapuram, will initiate steps for realising the balance arrear amount and termination of agreement as per regulations 143 of the Electricity Supply Code 2014 and that the consumer is liable to remit per day interest at applicable rate from 16-2-2023 onwards. It was also stated that, in case of default, the AMU Section of the said office shall initiate Revenue Recovery action against the consumer on getting report from the Deputy Chief Engineer, Electrical Circle (Urban), Thiruvananthapuram. Subsequently, Revenue Recovery proceedings were initiated by the licensee and the consumer was served with a Demand Notice as RRC No. 2024/6894/01 dated 26-7-2024 by

the Deputy Tahsildar (RR), Thiruvananthapuram Taluk, wherein an amount of Rs. 62,64,410/- was demanded from the consumer. As the said demand is wrong and highly inflated, which the consumer is not legally bound to pay, the complainant filed an objection to the said demand notice under section 34(2) of the Kerala Revenue Recovery Act, 1968, challenging the same.

Pursuant to the objection, the Revenue Recovery Tahsildar, Thiruvananthapuram Taluk, convened a hearing of the matter on two occasions, wherein both sides were heard in detail. Finally, the Revenue Recovery Tahsildar passed orders vide Proceedings No. M6-1667/24 dated 5-2-2025, wherein the objection of the complainant was disposed of directing the complainant to approach the KSEB appellate authority or the court with regard to objections with respect to the determination of the actual current charge arrears payable by the complainant and subject to that the Revenue Recovery proceedings as against the complainant may be proceeded by the Village Officer (RR), Vanchiyoor. Aggrieved by the Order of the Special Officer (Revenue) and Demand Notice issued by the Deputy Tahsildar (RR), Thiruvananthapuram Taluk on the direction of the licensee, the complainant approached the Consumer Grievance Redressal Forum, Kottarakkara, for redressal of his grievance by filing O.P. no. 4/2025-2026.

However, without addressing the main dispute involved and on a wrong appreciation of the facts, the Hon'ble Consumer Grievance Redressal Forum summarily dismissed the said O.P. 4/2025-2026 vide order dated 2-8-2025.

Aggrieved by the said order of the Hon'ble Consumer Grievance Redressal Forum, the complainant has come up in appeal on the following:

The Order of the Special Officer (Revenue) dated 8-8-2023, Demand Notice issued by the Deputy Tahsildar (RR), Thiruvananthapuram Taluk on the decision of the licensee and the Order of the Hon'ble Consumer Grievance Redressal Forum are wrong in law and under facts. The Orders of the Special Officer (Revenue), KSEB passed vide Proceedings No. SOR/HTB/1/1703/2023-24/47 dated 8-8-2023 fixing the arrear amount recoverable from the consumer as Rs. 53,59,378/-, the Demand Notice issued by the Deputy Tahsildar (RR), Thiruvananthapuram Taluk demanding an amount of Rs. 62,64,410/- and also the order of the Hon'ble Consumer Grievance Redressal Forum, wherein the Hon'ble Forum has ratified the licensee's latest claim for Rs. 72,94,562/-, are all wrong, perverse and ultra vires of the Kerala Electricity Supply Code, 2014.

The Hon'ble Consumer Grievance Redressal Forum ignored the contention raised by the complainant that the claim of the licensee is barred by the Proviso to Regulation 141 of the Kerala Electricity Supply Code, 2014 and did not enter a finding regarding that aspect and as such the impugned order of the Forum is vitiated by careless exercise of statutory power and against the principles of equity and natural justice Regulation 141 of the Kerala Electricity Supply Code, 2014, reads as follows:

"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."

As per the above Proviso to Regulation 141, the licensee is barred from claiming any charges beyond 180 days from the date of disconnection. In this case, the date of disconnection is 3/8/2022. 180 days from 3/8/2022 is 30/1/2023. Therefore, the licensee is not entitled to claim any charges after 30/1/2023.

It is pertinent to note that, even after 30/1/2023, the licensee is claiming penal charges for delayed payment, which is unsustainable under law. As per the said Proviso, the penal charges that are now claimed by the licensee will come within the meaning of the word "charges" used in the Proviso. This aspect is explained in Sub-regulation (5) of Regulation 31, which states as follows:

"31. Recovery of charges for supply of electricity.

(5) *The charges may include:-*

(ix) penal charge for delay in payment and for exceeding contract demand, if any;

Thus, penal charges for delay in payment will also come within the meaning of the word "charges" and as such, it is clear that the licensee is barred from claiming any penal charges after 30/1/2023.

At this juncture, it is worthwhile to note that, the Special Officer (Revenue), KSEB had passed Orders vide Proceedings No. SOR/HTB/1/1703/2023-24/47 dated 8-8-2023 fixing the arrear amount recoverable from the consumer as Rs. 53,59,378/-. In the said proceedings, the balance amount recoverable from the complainant, after deducting the Security Deposit available and Security Deposit interest accrued, is shown as Rs. 53,59,378/-. However, the said figure is wrong in law and under facts. First and foremost, the interest payable is seen calculated till 16/2/2023, but as already explained above, the licensee is barred from claiming any charges after 30/1/2023. Secondly, the interest is seen calculated at 18% per annum for the entire period of delay, which is against the "Rate of interest for delayed payment" as included in Schedule 1 to the Kerala Electricity Supply Code, which states that interest shall be calculated at the rate of 12% per annum for the first 30 days of default, and only after that the rate of interest will be 18% per annum. Therefore, the interest amount claimed by the licensee is also wrong. Moreover, thirdly, the interest on CD for 322 days is wrongly calculated at Rs. 18,597/- at a lower interest rate, whereas the licensee ought to have calculated interest at the prevalent rate of 6.75%. The correct interest that would accrue for the security deposit for 306 days (till 31/1/2023)

is Rs. 31,188/-. The same ought to have been reflected in the arrear statement. The complainant is producing herewith a proper statement of arrears payable as on 31/1/2023, wherein the above defects are rectified.

Therefore, as per the arrear statement appended along with this complaint, the final amount payable by the complainant, after deducting the security deposit and interest accrued on the same, comes to Rs. 52,83,172/- The Hon'ble Forum did not address the above crucial contention raised by the complainant before the Forum and, as such, there was no effective adjudication on the part of the Forum and the present matter ought to be remanded back to the Forum in order to enter a finding whether the claim of the licensee is barred by Regulation 141 of the Supply Code. The Hon'ble Forum ought to have found that the licensee is disentitled to claim any charges from the complainant beyond 31/1/2023, i.e. 180 days from the date of disconnection. The order of the Hon'ble Forum is against the principles of equity and natural justice as the side of the complainant was not entirely heard.

To set aside the order of the Hon'ble Consumer Grievance Redressal Forum, Southern Region, Kottarakkara in O.P. 04/2025-26 dated 2-8-2025 and remand back the same to the Forum in order to adjudicate it afresh after hearing the complainant's side entirely and to enter a finding on the basis of the same.

Arguments of the Respondent

M/s Hotel Pankaj (Damodar Corporation) is an HT consumer (No.LCN 1/1703) coming within the jurisdictional limit of Electrical Circle, Thiruvananthapuram. The said service connection was disconnected on 03.08.2022, since the consumer defaulted in as per remitting the regular regular current charges. Subsequently, communication dated 25.05.2023 the Special Officer (Revenue) reported that the arrear current charges outstanding against the consumer as on 08.03.2023 is Rs.49,72,915.05/- along with interest of Rs. 13,02,127/- (interest up to 31.05.2023) and hence requested to serve dismantling notice under Regulation 139(6) of the Kerala Electricity Supply Code, 2014. Based on the above, dismantling notice dated 01.06.2023 was issued to the consumer as per Regulation 143 of the Supply Code under proper acknowledgment.

Thereafter, on expiry of the statutory period of 15 days stipulated in the notice, the Assistant Engineer, Electrical Section, Puthenchantha was directed to dismantle the service connection vide 17.06.2023 letter dated 16.06.2023 as the consumer failed to remit per letter dated the arrear current charges. As due compliance of the afore direction was reported by the Assistant Engineer concerned and in turn the position was intimated to the Special Officer (Revenue) vide communication dated 19.06.2023. Following this, the fact of dismantling of service connection and the resultant termination of HT service connection agreement executed on 28.03.2000 was intimated to the consumer vide letter dated 27.06.2023 under proper acknowledgement. Subsequently order dated 08.08.2023 pertaining to the final settlement of accounts was issued by the Special Officer (Revenue).

The contentions raised by the complainant as GROUNDS 'C' & 'D' in the representation are absolutely baseless and contrary to facts. The respondent Board has not acted in contravention to the proviso under Regulation 141 of the Kerala Electricity Supply Code, 2014. The allegation of the complainant that the licensee has raised bills claiming charges beyond the period of 180 days from the date of disconnection is false. The service connection was disconnected on The date of 03.08.2022 after observing all procedural formalities. dismantling was 31.01.2023. The demand notices raised after 31.01.2023 and the interest on Cash Deposit were withdrawn. Hence the complainant is liable to remit the current charge arrears till 31.01.2023 with interest.

It is humbly submitted that the complainant has resorted to clever tactics with regard to the contentions in GROUND 'E' with an ulterior motive. The allegation that penal charges claimed by the licensee will come within the meaning of the word 'charges' used in the proviso to Regulation 141 and connecting the same with Regulation 31(5) (ix) of the Supply Code is made with mala fide in order to mislead this august institution and to gain undue advantage. Infact, Regulations 141 and 31(5) are not inter-related. different contexts. Regulation 141 deals with the during the period of disconnection' which comes under the head of 'Disconnection, Dismantling and Reconnection' in Chapter VIII of the Supply Code whereas Regulation 31 mentions about the various charges to be levied on the consumer by the licensee for the supply of electricity and is included under Chapter III of the Code titled 'General Conditions of Supply of Electricity'. Thus it is abundantly clear that these Regulations are not related to each other and there is a deliberate attempt on the Part of the complainant to mislead this Hon'ble Forum and to obtain favourable orders. It is further implored that proper intimation was given to the complainant to participate in the One Time Settlement (OTS) Scheme 2025 so that he could avail the benefit of considerable reduction in interest payable. Even though the complainant submitted request intimating his desire to participate in the scheme, unfortunately he didn't turn in for further proceedings. In the light of the foregoing facts, this representation lacks merit and hence it is most humbly prayed that the same may be dismissed in limine. All the facts stated above are true to the best of my knowledge, information and belief.

The total recoverable current charge arrears upto 30.04.2025 of the consumer is Rs.72,94,562/- (Rupees Seventy Two Lakhs Ninty Four Thousand Five Hundred and Sixty Two Only). The arrear statement is attached as Exhibit R1. At the time of dismantling, the billing tariff of the consumer was HT IV (B) Commercial with a Contract Demand of 250 KVA and Connected Load of 266.585 KW. As per the demand charge up to 31/01/2023 only assessed with invoice date 09/02/2023.

However as per Regulation 143, Clause (3) of the Kerala Electricity Supply Code, 2014, if the service connection remains continuously disconnected for 180 days except upon the request of the consumer, the agreement may be terminated after giving a notice of 15 days to the consumer. In view of the said regulation, as the service connection was disconnected on 03/08/2022 the date of dismantling was treated as 31/01/2023. Hence the demand notices issued after 31/01/2023 amounting to Rs.92120/- as well as the interest on Cash Deposit

amounting to Rs.2484/- (for the period from 17/02/2023 to 31/03/2023) were withdrawn. As per Regulation 141 of the Kerala Electricity Supply Code, 2014 no excess amount claimed by KSEBL and clause 31(5) (ix) which includes penal charge for belated payment. However, it is submitted that Clause 31(5)(ix) does not define the "Charges" under the Kerala Electricity Supply Code 2014. Rather, it lays down the conditions for recovery of charges for the supply of electricity. The Clause it clearly stipulates that the charges may include penal charges for delay in payment", means that interest is applicable on delayed payments.

As such, for the settlement of arrears, proceedings dated 08/08/2023 was issued. The same may be perused. As per the proceedings the balance recoverable amount is Rs.53,59,378/-(Principal-Rs.4880797/-+Interest Rs.478581/-) after adjusting the cash deposit Rs 551127/- and CD interest Rs 18597/-.While issuing the said proceedings interest on belated payment was taken upto 16/02/2023. As per Regulation 131(2) of the Kerala Electricity Supply Code, 2014, if the consumer fails to remit the bill amount on or before the due date, the licensee is entitled to recover interest on the amount of the bill at the rates specified in the Schedule of Miscellaneous Charges as per Schedule 1 of the Code. As per Schedule 1 serial no 12, the rate of interest for delayed payment is 12% per annum based on actual number of days of delay from the due date upto a period of 30 days and there after at the rate of 18% per annum for the entire period of default from the due date. As such licensee is entitled to collect interest on delayed payment of demanded bills.

As the consumer had failed to settle the arrears, KSEBL submitted an RR requisition on 27/02/2024 for an amount of Rs.6264410/- (Principal Rs.4880797 & Interest Rs.1383613/-).While submitting the R.R requisition interest upto 27/02/2024 was taken. i.e,there is a difference of 376 days between the proceedings dated 16/02/2023 and the R.R requisition form, i.e., the consumer had ample time to settle the arrears to avoid R.R proceedings. Hence the difference in the claim amount arised is Rs 2407/- per day interest for the Principal amount (376 days). So the allegations of the consumer that KSEBL has no consistent claim and the said claim is illegal is baseless. Here the arrear pertains to the period form 06/2020 to 31/01/2023. So the limitation period is not yet over. As on 30/04/2025, the consumer is liable to pay Rs. 7294562/- (Rupees Seventy Two Lakhs Ninty Four Thousand Five Hundred and Sixty Two Only) (Principal- Rs.4880797/- & Interest- Rs.2983489/-), after adjusting the cash deposit and CD interest. According to the Regulation 56 (Clause2) of the Electricity Act, 2003," no sum due from any person under this section shall be recoverable after a period of two years from the date when such sum became first due. Unless the same has been shown continously as recoverable as arrears of charges for electricity supplied." Since the bills were demanded on time and have been continuously shown as arrears, KSEBL has all its right for recovering arrears for the entire claim period.

The allegation that the limitation period of R.R is 2 years is not correct because as per the judgment dated July 13, 2015 in W.P(C) no.4017/2014 (Sri. Abdul Vahab Vs. KSEBL) before the Hon'ble High Court of Kerala, the limitation period for KSEBL revenue requisitions is established as 12 years. This means that any revenue claims made by KSEBL must be initiated within this 12-year time frame.

Therefore, the First Respondent humbly request you to take prompt action to recover the arrears from the consumer as all the allegations made by them are unfounded. The interest on CD for 322 days is 18597 at the rate of 4.25 % (2022-2023 financial year) allowed by KSEBL is calculated correctly. The Hon'ble Consumer Grievance Redressal Forum ordered that the petitioner is liable to pay the amount demanded by the licensee. The consumer has given an OTS request to settle their arrears but the consumer fail to avail the benefit of OTS scheme.

Analysis and findings

First hearing on 16/10/2025, in IB Paruthippara, TVM. The representative of appellant was not present and the respondents attended the hearing. The 2nd hearing of the case was conducted on 13/11/2025 at 03.00 p.m. in the KSEB IB, Paruthippara, Thiruvananthapuram(Dist.) as per the request of appellant. The hearing was attended by the appellant representative Adv. Joseph Stephen and the respondents Sri.Francis Xavier.G, Senior Superintendent (O/o SOR) and Sri. Asok Kumar.G.L, Nodal Officer (Litigation), Electrical Circle, Thiruvananthapuram dt.

The appellant had availed an HT service connection for running the Hotel Pankaj which situated just opposite to the Kerala Secretariat at Thiruvananthapuram. This Hotel was running with high repute and the business was severely affected by the covid 19 pandemic. The service connection agreement was executed with the Dy. CE, Trivandrum on 28/03/2000. The appellant had defaulted the payment of power charges with effect from 05/2020 which was due on 06/2020. The power supply was disconnected on 03/08/2022 and dismantled on 17/06/2023. However, the fixed charge is charged only upto 01/2023 due on 02/2023. The total principal amount outstanding is worked out to Rs. 48,80,797.

The Electricity Act-2003, Section 45 empower the Licensee to recover the charges for the power supplied.

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.

(2) The charges for electricity supplied by a distribution licensee shall be -

(a) fixed in accordance with the methods and the principles as may be specified by the concerned State Commission ;

(b) published in such manner so as to give adequate publicity for such charges and prices.

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

This also been explained in the regulation 31 of the Kerala Electricity Supply Code 2014. The Section 56 of the Act 2003 spells about the disconnection of supply 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.*

(2) *Notwithstanding anything contained in any other law for the time being in force, no sum due from any consumer, under this section shall be recoverable after the period of two years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrear of charges for electricity supplied and the licensee shall not cut off the supply of the electricity.*

The disconnection of power in case of default in payment is also clearly explained in regulation 138 of the Supply Code 2014.

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;*

Then regulation 141 of a supply code states about the charges payable during disconnection.

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.

Here in the regulation 141, it is mentioned that no charge shall be due to the Licensee beyond 180 days after disconnection. Here in this case Licensee has demanded the fixed charges only for 180 days from the date of disconnection. The appellant argue that the Licensee has charged the surcharge /interest for the defaulted payment which is charge and the Licensee shouldn't charge this as per regulation 141.

It is pertinent here to examine the definition of charges. The details about the charges are described in regulation 31(5) of the Supply Code 2014.

31.(5) *The charges may include:-*

(ix) *penal charge for delay in payment and for exceeding contract demand, if any;*

The argument of appellant is that regulation 31(5)(ix) says about the penal charges for delay in payment and the interest is the penal charges. The interest is not the penal charges it is the cost of money which is not paid in time. The definition of interest as below :-

“The interest is the cost of borrowing money or the reward of lending money calculated as a percentage of the principal amount”. Then the definition of penal charge is as follows.

“The penal charges are additional fees imposed by a tender on a borrower for failing to comply with the terms and conditions of the agreement”. The penal charges could be implemented as one time fee, or as an additional interest. They are distinct from the regular interest charged for the use of borrowed money”.

The above definitions are very clear that the interest and penal charges are entirely different. The regulation 31(5)(ix) specify the penal charges for the delayed payments to KSEB and not the interest of the current charges. Then the contention of the appellant is that the interest charged by KSEBL is very high. The Licensee could charge the interest only as per the rate approved by the Hon'ble Commission. The Supply Code 2014 Schedule 1(12) describes about the interest for the delayed payment.

Schedule 1.(12) *Rate of interest for delayed payment 12% per annum, based on actual number of days of delay from the due date, up to a period of 30 days and thereafter at the rate of 18% per annum for the entire period of default from the due date.*

The 12% per annum is the rate applicable for a period of 30 days and there after 18% per annum for the entire period of default. The interest charged by the Licensee as per the approved rate of KSERC and the interest is payable. The cost of the amount borrowed or deemed borrow is to be payable by the borrower. The legitimate amount payable to the licensee by the appellant is not paid in time then it is like a deemed borrow which attracts interest. Then the argument of appellant that no charges payable beyond 180 days of disconnection as per regulation 141 is not all maintainable and also the interest is not charge it is only the cost of money.

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 amount as per demand raised by the Licensee.
2. The Licensee shall explore the possibility of extending OTS to this appellant to settle the arrears.
3. If the Licensee is offering the OTS, then appellant has to avail the facility and settle the outstanding.
4. No Other Costs ordered.

ELECTRICITY OMBUDSMAN

No. P/060/2025/_____ dated: 24/11/2025.

Delivered to:

1. Sri. D.Sasankan Nair, Partner, M/s. Damodhar Corporation, Hotel Pankaj, Opp.Secretariat, Thiruvananthapuram dt.
2. The SOR, Vidyuthibhavanam, KSEB Ltd., Pattom, Thiruvananthapuram dt.
3. The Deputy Chief Engineer, Electrical Circle, KSE Board Ltd., Thiruvananthapuram 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, 2nd Floor Vydhyuthi Bhavanam, KSE Board, Kottarakkara - 691506.