

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/023/2026 (Present A. Chandrakumaran Nair) Dated: 17-06-2026

Appellant : The Principal
Musaliar College of Engineering & Technology,
Musaliar College P.O.,
Pathanamthitta (DT)- 689653

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

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

ORDER

Background of the case

The appellant is the Principal of M/s. Musaliar College of Engineering & Technology. This institution is an HT consumer of the Licensee, KSEBL under Electrical Section, Kumbazha with consumer reference no.LCN 11/4022. The HT metering equipment was inspected by the TMR division of the Licensee on 21/07/2025 and found that the out door CT/PT unit was faulty. This matter has been informed to the appellant and two months time was granted for the replacement of this faulty unit on 31/07/2025. The consumer had failed to replace the faulty units within the time, then the Licensee had issued a demand notice for Rs.1,44,045/- as the meter faulty penalty as per the tariff order issued by the Hon'ble Kerala State Electricity Regulatory Commission. The appellant had contented the meter penalty claim as the delay was beyond their control and filed the petition to CGRF vide OP/53/2025-26. CGRF had completed the procedural formalities and issued the order dated 07/03/2026 stating that the appellant is liable to pay the meter penalty. Aggrieved with the decision of CGRF this appeal petition is filed by the appellant to this Authority.

Arguments of the Appellant

The Appellant, Musaliar College of Engineering & Technology, is a High Tension consumer of the Kerala State Electricity Board (KSEB). That, on 31.07.2025, the Deputy Chief Engineer, KSEB, Pathanamthitta, directed the Appellant to replace a damaged CT-PT unit within 7 days, referencing an earlier letter dated 28.07.2025. That, the Appellant promptly issued a work order to M/s. Lumens Electro Systems on 16.08.2025 for the replacement. That, on 04.10.2025, the Deputy Chief Engineer issued a reminder letter, stating a penalty of 50% of the former three months' demand and energy charge from the faulty date if the replacement was not completed within two months. That, on 08.10.2025, the Appellant replied to the Deputy Chief Engineer, explaining that the unit was on transit and the work would be completed upon its receipt, requesting not to be penalized. That, during October and November 2025, the college had scheduled University examinations and lab exams on 27.10.2025, 28.10.2025, 14.11.2025, and 17.11.2025, which required uninterrupted power supply, making a power shutdown impossible during these critical periods. That, on 28.10.2025, a Tax Invoice No. 345 was issued by Indus Transformers & Devices Pvt Ltd to Lumens Electro Systems for the 11KV outdoor CT PT Unit, indicating the unit's procurement. That, on 07.11.2025, KSEB issued an invoice to the Appellant (Consumer No. 1346010004173) including an extra charge of Rs. 1,44,045.24/- for the alleged delay in replacing the faulty meter. That, on 18.11.2025, the Appellant informed the Deputy Chief Engineer that the work was delayed due to continuous adverse weather conditions (heavy rains), non-availability of the CT-PT unit with prescribed specifications, and the inability to shut down power due to University examinations. The Appellant confirmed that the CT-PT unit had been fully installed and commissioned on 18.11.2025, enclosing completion certificates from TMR, KSEB. That, on 20.11.2025, the Appellant formally requested a waiver of the penalty. That, on 29.12.2025, the Appellant filed a complaint (Form A) before the CGRF, Pathanamthitta, detailing the reasons for the delay and requesting a waiver of the penalty. That, on 13.01.2026, a letter was submitted before the IGRC, Electrical Circle, KSEB Pathanamthitta, reiterating the reasons for the delay. That, hearings were scheduled by the Deputy Chief Engineer Office Engineering Office on 29.01.2026 and 02.02.2026, and CGRF South, Kottarakkara, on 11.02.2026. That, the IGRC Proceedings dated 04.02.2026 mechanically denied the request for waiver without providing any explanation. That, on 07.03.2026, an order was issued by the CGRF, Pathanamthitta. That, the learned CGRF, Kottarakkara, passed its final Order No. CGRF/KTR/OP No.53/2025-26/49 dated 07/03/2026, partially rejecting the Appellant's grievance and upholding the imposition of a penalty, which is arbitrary, unjust, and contrary to the facts and circumstances of the case.

The Appellant challenges the impugned order of the learned CGRF on the following, amongst other, grounds: Because, the learned CGRF Kottarakkara has gravely erred in law and on facts by failing to appreciate that the delay in replacing the faulty CT-PT unit was entirely due to circumstances beyond the control of the Appellant and not due to any willful default or negligence. The

Appellant had acted with due diligence by promptly awarding the contract for replacement to M/s Lumens Electro Systems, Kollam, on 16.08.2025, but the subsequent delay was caused by a combination of factors including severe adverse weather conditions (continuous heavy rains), critical supply chain disruptions leading to the non-availability of the CT-PT unit with the prescribed specifications, and the imperative to maintain uninterrupted power supply during crucial University examinations held on 27.10.2025, 28.10.2025, 14.11.2025, and 17.11.2025.

Because, the learned CGRF Kottarakkara, while correctly acknowledging that the period of University examinations should be exempted from the penalty calculation, failed to apply the same principle of reason and fairness to the other genuine and proven impediments faced by the Appellant. The non-availability of specialized electrical equipment, as evidenced by the Tax Invoice dated 28.10.2025, is a well-known commercial reality and a significant factor that directly caused the delay. The reasoning of the CGRF is therefore inconsistent and arbitrary, as it acknowledges one valid reason for delay while ignoring others of equal, if not greater, significance, such as the force majeure conditions of heavy rains and supply chain issues.

Because, the learned CGRF Kottarakkara failed to consider that the Appellant Institution had no mens rea or deliberate intention to delay the replacement. The penalty prescribed under the Tariff Order is punitive in nature and ought not to be imposed mechanically without establishing a clear case of willful non-compliance. The Appellant, being a reputed educational institution, took all possible steps to expedite the process, including issuing a work order on 16.08.2025 and communicating the difficulties to the Respondents on 08.10.2025 and 18.11.2025. Penalizing it for external factors such as supplier delays and inclement weather is contrary to the principles of natural justice and the spirit of regulatory fairness.

Because, the imposition of the penalty is unjust as the cumulative circumstances faced by the Appellant constitute a force majeure event. The combination of adverse weather (continuous heavy rains), which severely hampered outdoor electrical work, and the unforeseen non-availability of the specified CT-PT unit, rendered timely performance of the replacement impossible. The penal provisions of the Tariff Order must be interpreted in a manner that accounts for such supervening and uncontrollable events, and a rigid application thereof leads to a miscarriage of justice. The Hon'ble Supreme Court in various pronouncements has recognized that contractual obligations may be excused in the event of force majeure, a principle equally applicable to regulatory compliance where circumstances are genuinely beyond control.

Because, the penalty of Rs. 1,44,045.24/- is grossly excessive, disproportionate, and punitive, especially when the delay was unintentional and caused by factors outside the Appellant's control. The partial relief granted by the CGRF is inadequate and does not address the core injustice. The principle of

proportionality demands. that the entire penalty be quashed, as the Appellant should not be made to suffer for delays in the manufacturing and supply chain of the equipment vendor, particularly when the unit was commissioned on 18.11.2025, demonstrating ultimate compliance. Because, the learned CGRF failed to appreciate the duty of the Respondent licensee, as a public utility, to act reasonably and cooperatively. The Respondents were fully aware of the genuine difficulties faced by the Appellant, an educational institution with a fixed academic calendar and operational constraints. Instead of considering these practical challenges, the Respondents proceeded to impose a harsh penalty, which is an arbitrary and unreasonable exercise of their powers, especially given the mechanical denial of the waiver request by the IGRC on 04.02.2026 without any reasoned order.

Because, the impugned order is based on a misinterpretation of the relevant provisions of the Tariff Order dated 25.06.2022. The provision for penalty under General Condition 4(d) presupposes a failure on the part of the consumer. In the present case, there was no "failure" in the true sense, but rather an inability to perform within the stipulated time due to external and insurmountable reasons. The order of the learned CGRF is therefore unsustainable in law and liable to be set aside. Because, the Appellant demonstrated continuous good faith and proactive communication with the Respondents, Informing them of the progress and challenges at every stage, including the letter dated 08.10.2025 and 18.11.2025. The Respondents' failure to consider these communications and the genuine difficulties faced by an educational institution during critical examination periods amounts to a disregard for the principles of equity and fair play.

Because, the CGRF failed to consider the precedent set by various judicial pronouncements which emphasize a pragmatic and equitable approach in imposing penalties, especially when the default is not willful or negligent. For instance, in cases like **Gujarat Electricity Board v. Shantilal R. Desai, AIR 1969 SC 239**, it has been held that penal provisions must be strictly construed and applied only where there is clear default attributable to the consumer. The present case clearly falls outside the ambit of willful default. Because, the delay in the supply of the specialized CT-PT unit from the manufacturer, as evidenced by the invoice dated 28.10.2025, was a factor entirely beyond the Appellant's control. Holding the Appellant responsible for the supply chain inefficiencies of third-party vendors, despite the Appellant having placed the order promptly on 16.08.2025, is an unreasonable expectation and an unfair burden.

In light of the aforesaid facts and grounds, it is most humbly prayed that this Hon'ble State Electricity Ombudsman may be pleased to:

- a) Admit this appeal and call for the records of O.P. No. 53/2025-26 from the file of the Consumer Grievance Redressal Forum, Kottarakkara;

- b) Set aside the impugned Final Order No. CGRF/KTR/OP No.53/2025-26/49 dated 07/03/2026 passed by the learned Consumer Grievance Redressal Forum, Kottarakkara;
- c) Quash the penalty of Rs. 1,44,045.24/- imposed upon the Appellant vide invoice dated 19/11/2025 in its entirety;
- d) Direct the Respondents to reverse the said penalty amount and issue a revised bill to the Appellant;
- e) Pass any other order or relief as this Hon'ble Ombudsman may deem fit and proper in the interest of justice.

Arguments of the Respondent

M/s. Musaliar College of Engineering & Technology (LCN 11/4022) is a live HT consumer under Electrical Section, Kumbazha, billed under HT II (B) General Tariff. The HT metering equipment of the consumer was inspected on 21/07/2025 by TMR Division, Thirumala and found that the CT-PT outdoor unit is faulty. The matter was informed to the consumer on 31/07/2025 by this respondent. Since the faulty meter was not replaced by the petitioner/consumer after the stipulated period of time limit, which is two months, the meter faulty penalty invoice dated 07/11/2025 of Rs.144045.24/- was served upon the consumer as per part the clause 4 (d) contained in the Tariff order by Kerala State Electricity Regulatory Commission dated 05/12/2024. The petitioner filed OP No. 53/2025-26 before the CGRF, Kottarakkara against the above imposition of penalty, and the CGRF, Kottarakkara vide order dated 07/03/2026 disposed the case directing KSEBL to revise the meter faulty penalty bill amounting to Rs. 1,44,045.24/- excluding the days that University Examinations were held during the period. KSEBL has not taken a decision so far to comply with the above orders of CGRF as it is contrary to the mandatory, penalty regime prescribed by KSEERC.

M/s. Musaliar College of Engineering & Technology (LCN 11/4022) is a live HT consumer under Electrical Section, Kumbazha, billed under HT II(B) General Tariff. In the month of July 2025, while taking the monthly meter reading of the consumer, the Assistant Engineer of Kumbazha Electrical Section noticed that the voltage recorded was low in the meter and immediately informed the Executive Engineer TMR Division Tirumala. Following this on 21/07/2025, TMR Division, Thirumala conducted inspection at the premises of the consumer and found that the 'CT PT outdoor unit' was faulty and this was informed to this respondent on 28/07/2025. Following this, the respondent issued notice to the consumer on 31/07/2025 directing them to replace the existing CT/PT unit with a new one. It was also intimated through the same letter that average consumption will be charged for the meter faulty time period and the meter faulty penalty will be charged as per prevailing Tariff Order Part B General Condition for HT and EHT consumer, Clause 4 (d), if metering unit is not replaced within two months. However, the faulty meter was not replaced by the consumer even after the stipulated period of time limit. Hence the meter faulty

penalty of Rs. 144045.24/- (Rupees One Lakh Forty Four Thousand Forty Five and Twenty Four paise. Only) as per Part B clause 4 (d) contained in the Tariff order by Kerala State Electricity Regulatory Commission dated 05/12/2024 was imposed at the invoice dated 07/11/2025 was served upon the consumer. The consumer was being billed on the basis of the average consumption as mentioned in Regulation 125 of Kerala Electricity Supply Code, 2014 by the first respondent. But the consumer has not paid the amount till date.

The consumer did not submit any application within the two-month period to this respondent's office for extension of time to replace the defective 'CT PT unit'. The defective 'CT PT unit' was not replaced even after the time limit, so a second letter was issued from the this respondent's office on 04/10/2025. It was only on 13/10/2025, that the consumer directly approached the this respondent and gave a letter requesting that the fine not be levied, citing various reasons for the delay in replacing the faulty metering devices. The consumer was informed that since this was after the permissible period, the fine could not be waived. Following this, the consumer paid the fee for testing the new CTPT on 28/10/2025 at the Kumbazha Electrical Section Office. The test report obtained when the 'CT PT unit' was tested by TMR Thirumala was not furnished by the consumer to this respondent. Therefore application was not made to inform the TMR for replacement of the faulty 'CT PT unit'.

The defective 'CT PT unit' was replaced with a new one only on 18/11/2025. In addition, on 18/11/2025, the consumer had submitted a copy of the TMR report of the replacement of the faulty CTPT unit with a new one and an application requesting for a waiver of the fine to this office. There was no delay on the part of KSEBL in informing the consumer that the existing CTPT unit was faulty and that a fine would be levied as per the law if it was not replaced within 60 days. Therefore, the fine cannot be waived. The delay of three and half months to replace the CT PT unit and meter is to be attributed to the consumer only and not on the part of KSEBL. Neither the executed HT agreement, nor the applicable and cited regulations provide for force majeure conditions. Against the above imposition of meter faulty penalty, the petitioner filed O.P. No. 53/2025 26 before the CGRF, Kottarakkara and the CGRF vide order dated 07/03/2026 disposed the case by directing KSEBL to revise the meter faulty penalty bill amounting to Rs.1,44,045.24/- excluding the days that University Examinations were held during the period. KSEBL has not taken a decision so far to comply with the above orders of CGRF as it is contrary to the mandatory, penalty regime prescribed by KSERC.

The detailed calculation of meter faulty penalty shown below:-

Month	Units	Demand Charge	Energy Charge	Total Current Charge
09/2025	8570	35310	60720.16	96030.16
10/2025	8570	35310	60720.16	96030.16
11/2025	8570	35310	60720.16	96030.16
Total	25710	105930	182160.48	288090.48

Penalty for non-replacement of faulty meter = (288090.48/2) = **Rs.144045.24/-**

The consumer submitted request for testing CT/PT unit and remitted the fee on 28/10/2025. ie. after three months from the date of intimation. The meter test report was issued to the consumer on 04/11/2025. The replacing of faulty metering equipment was done by HT meter testing unit, Thirumala on 18.11.2025 (Exhibit R 6). The delay of three and half months to replace the CT/PT unit and meter has been attributed to the consumer only and no delay from the part of KSEBL. Against the above imposition of meter faulty penalty, the petitioner filed O.P No. 53/2025-26 before the CGRF, Kottarakkara and the CGRF vide order dated 07.03.2026 disposed the case by directing KSEBL to revise the meter faulty penalty bill amounting to Rs. 1,44,045.24/-excluding University Examination days that were held during the time of meter faulty period. KSEBL has not taken a decision so far to implement the above order of CGRF, since it is contrary to the mandatory penalty regime prescribed by KSERC.

KSEBL is a Public sector undertaking and it functions as per rules and regulations as established by the statutes. Considering the fact that the contentions of the petitioner are challenging the Regulations of Kerala Electricity Supply Code 2014 and the conditions of the prevailing Tariff Order, the petition P NO. 023/2026 filed by The Principal, Musaliar College of Engineering & Technology, (LCN.11/4022) may be dismissed with cost and KSEBL may be allowed to take action against the petitioner in pursuant to regulation 136(4) of the Kerala Electricity Supply Code -2014.

Counter arguments of the Appellant

The Petitioner draws the attention of this Hon'ble Ombudsman to a key document on record: (the Quotation dated 12.08.2025 issued by M/s. Lumens Electro Systems, the appointed contractor, which specifically describes the Name of Work as: "Re-placement of CT and PT in existing 11KV DP structure as per the instruction of KSEBL at M/s. Musaliyar College of Engineering & Technology, Malayalapuzha, Pathanamthitta." This description, by expressly incorporating the phrase "as per the instruction of KSEBL," conclusively establishes that M/s. Lumens Electro Systems was fully aware of the direction issued by KSEB to the Petitioner, including the urgency and the timeframe for completion. Far from there being any ignorance or disregard of KSEB's instructions on the part of the contractor, the very terms of the quotation demonstrate that the work was undertaken with KSEB's instruction squarely in view. Notwithstanding the contractor's full awareness of KSEB's instruction and the urgency thereof, the fact that the CT-PT unit could not be delivered and installed within the two-month period is not attributable to any laxity, negligence, or indifference on the part of either the Petitioner or M/s. Lumens Electro Systems. The delay arose solely because the 11 kV outdoor CT-PT unit was not available as ex-stock with any dealer or distributor and had to be specifically manufactured to order by M/s. Indus Transformers & Devices Pvt. Ltd., the original equipment manufacturer. Even with the best of intentions and full cognizance of KSEB's direction, neither the Petitioner nor M/s. Lumens Electro Systems could compress the manufacturing lead time of the OEM. This

is an objective, unavoidable constraint of the supply chain for specialized HT metering equipment not a failure of will or diligence.

It is therefore respectfully submitted that the Lumens quotation dated 12.08.2025, far from being evidence against the Petitioner, is in fact strong evidence in the Petitioner's favour: it shows that the Petitioner acted promptly by engaging a qualified contractor within just 12 days of receiving KSEB's direction on 31.07.2025, and that the contractor was fully briefed about and aware of KSEB's instructions including the timeframe for completion. The subsequent delay in installation was entirely a downstream consequence of the OEM's manufacturing lead time, a factor beyond the control of all parties in the supply chain. The Petitioner had done everything within its power to initiate the process at the earliest; penalizing the Petitioner for a delay in the manufacturer's production schedule is both unjust and legally unsustainable. The Petitioner humbly submits that M/s. Lumens Electro Systems, the appointed contractor, duly communicated to the Petitioner that the 11 kV CT-PT outdoor unit with the prescribed specifications was not available as off-the-shelf stock with any dealer or distributor in Kerala or neighbouring states. The unit had to be specifically ordered from and manufactured by M/s. Indus Transformers & Devices Pvt. Ltd., the original equipment manufacturer (OEM). The most cogent documentary evidence to substantiate the procurement delay is the Tax Invoice No. 345 dated 28.10.2025 issued by M/s. Indus Transformers & Devices Pvt. Ltd. to M/s. Lumens Electro Systems for the 11 kV outdoor CT-PT unit. This invoice was generated on 28.10.2025, which is nearly two and a half months after the work order was placed on 16.08.2025. This clearly establishes that the unit was not available readily in the market and was dispatched to the Petitioner only after its manufacturing was completed.

1. The Petitioner further states that communications may be obtained from M/s. Lumens Electro Systems and/or M/s. Indus Transformers & Devices Pvt. Ltd. Confirming.
2. That the 11 kV CT-PT outdoor unit with the specific CT ratio (10/5A) and PT ratio (11kV/110V) conforming to the specifications stipulated by KSEB under the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 was not available as ex-stock anywhere.
3. That the unit had to be specifically manufactured/fabricated for the Petitioner's requirement.
4. That the manufacturing lead time was approximately 10-12 weeks (or more), which is the standard industry timeline for such specialized equipment.
5. That despite their best efforts, delivery could not be expedited beyond the date of the Tax Invoice (28.10.2025).

The Petitioner most respectfully and emphatically submits that 11 kV outdoor CT-PT metering units conforming to KSEB's stipulated specifications are highly specialized pieces of electrical equipment that are not mass-produced or held as regular stock by dealers or distributors. These units are custom-engineered and

manufactured to the specific requirements of each consumer including the CT ratio, PT ratio, burden, accuracy class, and outdoor weatherproof enclosure as mandated under the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, and the specifications issued by KSEB. The 1 Respondent's own inspection report acknowledges the specific technical parameters of the failed CT-PT unit PT Secondary B phase low from 24.05.2025. These are parameters requiring custom-manufactured equipment and cannot be procured off-the-shelf like a standard consumer meter. The fact that the manufacturer M/s. Indus Transformers & Devices Pvt. Ltd. took nearly two and a half months to manufacture and deliver the unit is itself conclusive proof that this is a made-to-order item.

It is further submitted that the KSEB itself, under Section 55 of the Electricity Act, 2003 read with Part B Clause 4(e) of the Tariff Order, is obligated to replace defective meters in the event the consumer fails to do so. The fact that KSEB also did not have such a unit readily available for replacement at its own end only reinforces the Petitioner's position that this is not off-the-shelf equipment. The Petitioner states, without any reservation, that there was absolutely no willful intention on the part of the Petitioner to delay the replacement of the faulty CT-PT unit. The Petitioner, being a premier educational institution imparting technical education to thousands of students, is fully conscious of its obligations as an HT consumer under the Kerala Electricity Supply Code, 2014 and the prevailing Tariff Order of KSERC.

The delay of approximately 3.5 months (31.07.2025 to 18.11.2025) was caused by an unavoidable confluence of three independent factors, none of which were within the Petitioner's control:

- i. Non-availability of the CT-PT unit manufactured to order: As detailed above, the unit had to be custom manufactured and was only dispatched on 28.10.2025.
- ii. Continuous adverse weather conditions: Heavy and continuous monsoon rains during August-October 2025 made outdoor HT electrical work at the campus unsafe and impractical. Effecting a shutdown and undertaking high voltage outdoor work in such conditions would have posed grave safety risks to the workmen.
- iii. University Examinations: The college conducted University examinations on 27.10.2025, 28.10.2025, 14.11.2025, and 17.11.2025, during which an uninterrupted power supply was absolutely essential. A power shutdown for replacement of the outdoor CT-PT unit during these days was simply not feasible. Even the CGRF, Kottarakkara, acknowledged this ground and directed the exclusion of examination days from the penalty period

Analysis and findings

The hearing of this appeal petition was conducted on 09/06/2026 at 11.00 a.m in the O/o the State Electricity Ombudsman, D.H Road, Ernakulam. The hearing was attended by the the appellant advocate Adv. Ninu.M.Das and the respondents Sri.Binu.S Senior Superintendent, Office of the SOR, Trivandrum (Dist.) and Sri.Biju Abraham, Executive Engineer in charge, Electrical Circle, Pathanamthitta (Dist).

This appeal petition is regarding the raising of bill in lieu of meter faulty penalty to the appellant Musaliar College of Engineering and Technology, Pathanamthitta. This institution is an HT consumer of the Licensee under the tariff HT II B General. The Licensee had noticed that the voltage of one phase of CT/PT unit was not getting in the meter with effect from 05/2025. Accordingly the HT metering equipment was got tested by the TMR division of the Licensee on 21/07/2025. Then defect was noticed in the CT/PT unit as the secondary PT of β phase is low. Then the Dy.CE, Electrical Circle, Pathanamthitta who is the agreement signatory has issued letter dtd 31/07/2025 stating that the faulty CT/PT unit is to be replaced within 7 days and TOD meter is to be tested at TMR lab. This letter also states that if the faulty metering system is not replaced within two months the meter penalty as specified in the tariff order will be applied on you.

The Part B - HT and EHT tariff general conditions clause 4 (d) states about the meter faulty penalty.

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

Here the respondent had issued letter on 31/07/2025 and the time line of two months starts from 01/08/2025 and accordingly the meter would have replaced on or before 30/09/2025. The Licensee have tested metering system on 21/07/2025 in presence of the representative of the appellant and then they would have been aware about the fault of CT/PT unit. However the time could counted only on issuing the formal letter by the respondent.

The regulation 125 of the Supply Code 2014 very clearly specify that the billing in the case of defective or damaged meter is to be done on the basis of average consumption of the past three billing cycles immediately preceding the date of meter being found defective. Then the charges on the average consumption shall be levied only for a maximum period of two billing cycles during which time the damaged meter is to be replaced. In this case two billing cycles is two months. This emphasize that the defective meter is to be replaced within two months.

The Section 55 of the Electricity Act 2003, mandated that the trading of electricity should be done only through a meter.

Section 55. (Use, etc., of meters): ---

(1) No licensee shall supply electricity, after the expiry of two years from the appointed date, except through installation of a correct meter in accordance with the regulations to be made in this behalf by the Authority: Provided that the licensee may require the consumer to give him security for the price of a meter and enter into an agreement for the hire thereof, unless the consumer elects to purchase a meter: Provided further that the State Commission may, by notification, extend the said period of two years for a class or classes of persons or for such area as may be specified in that notification.

(2) For proper accounting and audit in the generation, transmission and distribution or trading of electricity, the Authority may direct the installation of meters by a generating company or licensee at such stages of generation, transmission or distribution or trading of electricity and at such locations of generation, transmission or distribution or trading , as it may deem necessary.

(3) If a person makes default in complying with the provisions contained in this section or the regulations made under sub-section (1), the Appropriate Commission may make such order as it thinks fit for requiring the default to be made good by the generating company or licensee or by any officers of a company or other association or any other person who is responsible for its default.

The act as well as regulations very clear that the use of electricity should be through a meter only. Unmetered trading/use of energy permitted only for two months only. The tariff order also very strictly describes about the importance of this replacement of defective meter. While examining this case, the appellant has not shown any keen interest to adhere to the regulations issued by the Hon'ble Commission. Though the letter is issued on 31/07/2025, the order placed only on 16/08/2025 and the replacement was effected only on 18/11/2025. As per the tariff order of the KSEERC, the appellant is liable to pay the meter faulty compensation. The CGRF order states that the university examination days are to be excluded for calculating the meter fault penalty. As per the details submitted by the appellant, the examinations days are around 6 to 7 days only. The total delay for replacing the meter was around 3 1/2 months. If the examination days are excluded, then also the delay is more than 3 months. Then the liability of the consumer is for the full amount of Rs. 1,44,045/-.

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 meter fault penalty of Rs.1,44,045/-
2. No Other Costs ordered.

ELECTRICITY OMBUDSMAN

No. P/023/2026/_____ dated: 17/06/2026.

Delivered to:

1. The Principal, Musaliar College of Engineering & Technology, Musaliar College P.O., Pathanamthitta dt- 689653
2. The SOR, Vydyuthibhavanam, KSEB Ltd., Pattom, Thiruvananthapuram dt.
3. The Deputy Chief Engineer, Electrical Circle, KSE Board Ltd., Pathanamthitta, Pathanamthitta 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 Vydyuthi Bhavanam, KSE Board, Kottarakkara - 691506.