

# **CONSUMER GRIEVANCE REDRESSAL FORUM**

## **CENTRAL REGION**

(Formed under Section 42(5) of the Electricity Act 2003)

**220 kV Substation Compound, HMT Colony P.O., Kalamassery, Pin – 683 503**  
**Phone No. 0484-2556500 Website: [cgrf.kseb.in](http://cgrf.kseb.in), Email: [cgrf.ekm@gmail.com](mailto:cgrf.ekm@gmail.com),**  
**CUG No. 9496008719**

**Present**

**(1) Smt. Sheeba. P**  
**(2) Sri. Biju Varghese**

**Chairperson**  
**3<sup>rd</sup> Member**

**Petitioner**

Smt. Ann Noronha,  
 Ann's Speciality Dental Clinic,  
 Door No. 47/973 A, Chittoor Road,  
 Vaduthala P.O., Kochi – 682 023.

**Respondent**

1) The Assistant Executive Engineer,  
 Kerala State Electricity Board Ltd,  
 Electrical Sub Division,  
 Central, Ernakulam.  
 (Electrical Section, Vaduthala)

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**No.CGRF-CR/OP No.56/2023-24**

**Date:20-11-2023.**

### **ORDER**

#### **Background of the case:**

The petitioner is running a dental clinic at Ernakulam which is having an electricity connection bearing consumer number 1155476025466 that comes under the jurisdiction of Electrical Section, Vaduthala. On 07/09/2023, the petitioner received an exorbitant electricity bill amounting to Rs.40491/- for a consumption of 4211 units. A similar incident was occurred on 07/03/2023, where the bill was Rs.54034/- for 6224 units. The respondent tested the meter at TMR Division, Angamaly – a National accreditation Board for Testing and Calibration Laboratories (NABL) and found the meter as healthy. The petitioner sought resolution from both this Forum and from the Hon'ble Ombudsman; but both this Forum (OP No:14/2023-24 dated 27/07/2023) and the Hon'ble Ombudsman (Appeal Petition No:041/2023 dated 20/10/2023) directed the petitioner to remit the bill. Following four months passed without any issue, the bill of September

2023 once again showed an abnormal increase in both consumption and amount. The petitioner raised concerns about the accuracy of the meter, but the respondent did not take any favourable action. With no alternative solution available, the petitioner has approached this Forum seeking justice.

**Version of the Petitioner:-**

The petitioner stated that, on 07/09/2023, they received a bimonthly bill for Rs.94,403/-. In that bill, an amount of Rs.53,912/- was shown as arrear towards disputed bill of January and February and the balance amount of Rs.40,491/- was shown as consumption charges. The petitioner shared a doubt that, in the bill dated 05/08/2023, KSEBL had mentioned that the consumption is 814 units and charged Rs.7108/- towards energy charge. But in the bill dated 07/09/2023, KSEBL has shown the petitioner's previous reading as 500 units and present reading as 4711 units; thereby the consumption being 4211 units. The petitioner states that their meter is a digital meter and is quite normal and natural for the digital meter to have dial jump due to surge current, surge voltage and lighting. The petitioner doubts this dial jump to be the reason for this extra reading, which cannot be detected while testing the meter.

The petitioner argues that as per KSEBL, the leakage of energy is 4211 kWh; which is a huge volume. If any leakage of that quantity was there, the heat generated would have been very high, which would have led to fire or it will be sensible even without a through checkup. Thus the petitioner confirms that there is no leakage in the premises. The petitioner had to face a similar incident during the bill on 07/03/2023, where the bill was for 6224 units, thereby summing up to an amount of Rs.54034/-. The petitioner then approached the respondent and on testing the meter in a NABL accredited laboratory, TMR Division, Angamaly, the meter was found in a properly working condition. Thus the petitioner was directed to pay the bill by the respondent. Against this, the petitioner approached both this Forum and Hon'ble Ombudsman; but was directed to remit this bill by both this Forum and Hon'ble Ombudsman. Then, there was no problem for the next four

months and subsequently the bill generated on September again showed an abnormal hike in the consumption and thereby in the amount.

The petitioner complains that even though they requested KSEBL to provide them with the details of excess energy charge and recorded consumption details, they haven't given any details till now. The petitioner also requested the respondent to comply with the Provision in Section 56(1) (b) of the Electricity Act, 2003 which says, '*Provide that the supply of electricity shall not be cut off if such person deposits, under protest 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*', since they had paid all their regular monthly bills. The petitioner disclaims that they are ready to remit their regular monthly bill according to the last six months' average amount, which comes to an amount of Rs.2471/-. But KSEBL is not accepting such an argument or collecting the average amount. Thus the petitioner has approached this Forum seeking justice.

Subsequently, statement of facts was called for and the same was submitted by the respondent on 21-10-2023.

#### **Version of the Respondent:-**

The respondent states that the electric connection of the petitioner is provided through an ELCB. Previously, during 07/03/2023, an excess reading in the energy meter was recorded in this premise and at that time, the meter was tested in NABL accredited meter testing lab – TMR Division, Angamaly, after replacing with a new meter. As per the energy meter's test report of TMR Division, the meter was found to be healthy. The petitioner thus approached this Forum vide complaint number 14/2023-204 and was directed to pay the bill. Aggrieved by this Order, the petitioner approached Hon'ble Ombudsman and the petitioner was again directed to pay this bill.

The energy meter reading as on 07/09/2023 of the consumer was 4711. The previous reading was 500 which resulted in a bimonthly consumption of 4211 units.

Hence the electricity bill vide no.5547230903990 dated 07/09/2023 for Rs.42,472/- was issued to the consumer for 4211 units. Even though the bill was served to the petitioner on 07/09/2023, the consumer did not raise any objection for 25 days from the date of receiving the bill and filed objection only on 03/10/2023.

Upon getting the objection, site verification was conducted by the Section Staff, checked energy meter and connections; but no anomalies were noticed on the part of KSEBL. The Assistant Engineer gave reply on 05/10/2023 stating that the regular bi-monthly bill dated 07/09/2023 was issued to him by the Meter Reader after fetching the meter reading from the petitioner's premises. The bill was issued with a recorded consumption of 4211 units for two months and amounting to Rs.42,421/-. This bill also included an arrear amount of Rs.53,912/-, which was shown in the bill as disputed amount; decision of which was pending before Honourable Ombudsman.

The petitioner was also informed that in case of any dispute in energy meter reading, the energy meter shall be tested at NABL accredited meter testing Lab after remitting the testing fee of Rs.1,433/- as per the Regulation 115(4) of the Kerala Electricity Supply code 2014. During the testing period, the petitioner had to deposit an amount of Rs.3,763/- which was calculated on the basis of average charges of electricity charges for the last six months (Period from 05/2023 to 11/2023) as per Clause 56(1)(b) of Electricity Act, 2003. But the petitioner has not paid the testing fee till now; but has paid the average charges of electricity, being an amount of Rs.3,763/- on 17/10/2023. Thus the respondent argues that, it is clear that, the petitioner has no objection with regard to the meter reading and the only intention is to get a time extension in paying the consumed energy charge.

The respondent argues that it is the second time such a huge consumption has occurred at this petitioner's premises. The respondent argues that whether the high consumption correctly indicated in the meter is due to actual use or due to any consumer side anomaly, including wiring shorting or malfunctioning equipment, the bill for the same has to be remitted by the petitioner. From the above,

it is very clear that the contention of the petitioner that the increase in reading is due to some malfunction or error in the electrical distribution and metering system is factually incorrect. Thus the respondent states that the bill demanded by KSEBL is correct and that the petitioner is bound to remit the same. Thus the respondent requests this Forum to dismiss the petition.

**Analysis and findings:**

Hearing was conducted at the chamber of the Chairperson, Consumer Grievance Redressal Forum, Ernakulam. The Forum afforded an opportunity to hear the Petitioner and the Respondent on 15-11-2023. Both the nominee of the petitioner and the respondent were present for hearing. Having examined the petition in detail and the statement of facts of the respondent, considering all the facts and circumstances in detail and perusing all the documents of both sides, the Forum comes to the following observations, conclusions and decisions thereof.

During the hearing, the petitioner communicated that they had inspected their wiring and rectified the issue of earth leakage. Consequently, their consumption returned to normal from the subsequent electricity bill onwards. Hence, the petitioner communicated that they no longer held any doubts regarding the accuracy of the meter. However, the petitioner contended that they had not actively consumed the electricity, attributing the recorded consumption to an unforeseen earth leakage in their premises, of which they were unaware. As a result, they argued that they were not responsible for remitting the amount.

The petitioner further disclosed that the licensee had issued a bill amounting to Rs.94,403/-. Within this total amount, Rs.53,912/- was the arrears related to the disputed bills of January 2023 and February 2023. The petitioner expressed their financial hardship, emphasizing the challenge of remitting such a substantial amount in a short timeframe. Consequently, they requested a minimum of ten instalments to settle the bill amount.

The respondent argued that since the issue was attributed to the petitioner, the responsibility to settle the bill lies with the petitioner. Furthermore, the

respondent clarified that they had already provided a six-month instalment facility to the petitioner for the purpose of remitting their arrears.

This Forum evaluates that as the meter has recorded the actual consumption and the petitioner is not having any doubts regarding the accuracy of the meter, the consumer is liable to make payments as per Section 45 (1) of the Electricity Act, 2003 and Regulation 31 (1) of the Kerala Electricity Supply Code, 2014, which are described below:-

**Section 45 (1) of the Electricity Act , 2003: (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.”*

**Regulation 31 (1) of the Kerala Electricity Supply Code, 2014:-**

**“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.”*

Furthermore, in the matter of instalment provision, this Forum found that the licensee has already extended a six month instalment scheme to the petitioner.

**DECISION:-**

**Considering the above facts and circumstances, the Forum issues the following orders:-**

- 1) The petitioner is liable to pay the charges as per the demand of the licensee.**
- 2) No cost ordered.**

*The petitioner is at liberty to file appeal before the State Electricity Ombudsman, D.H. Road, Off shore Road Junction, Near Gandhi Square, Ernakulam, Pin – 682 016 (Ph: 0484 -2346488 , Mobile No. 8714356488) within 30 days of receipt of this order, if not satisfied with this decision.*

Dated this 20<sup>th</sup> day of November, 2023

Sd/-  
Sri.Biju Varghese  
3<sup>rd</sup> Member  
CGRF, Ernakulam

Sd/-  
Smt. Sheeba. P  
(CHAIRPERSON)  
CGRF-CR, Ernakulam

Endt. On CGRF-CR/OP No.56/2023-24 Dated  
Delivered to

Smt. Ann Noronha,  
Ann's Speciality Dental Clinic,  
Door No. 47/973 A, Chittoor Road,  
Vaduthala P.O., Kochi – 682 023

Sd/-  
CHAIRPERSON  
(DEPUTY CHIEF ENGINEER)  
CGRF-CR, KALAMASSERRY

Copy submitted to: 1)The Secretary, KSEBL, Vydhyuthi Bhavanam, Pattom,  
Thiruvananthapuram.  
“ 2) The Secretary, Kerala State Regulatory Commission,  
KPFC Bhavanam, C.V Raman Pillai Road, Vellayambalam,  
Thiruvananthapuram.

Copy to: - (1) The Deputy Chief Engineer, Electrical Circle, KSEBL,Ernakulam  
(2) The Executive Engineer, Electrical Division, KSEBL, Ernakulam  
(3) The Assistant Executive Engineer, Electrical Sub Division KSEBL,  
Central, Ernakulam  
(4) The Assistant Engineer, ElectricalSection,Vaduthala