

**CONSUMER GRIEVANCE REDRESSAL FORUM
KERALA STATE ELECTRICITY BOARD LTD- SOUTHERN REGION
VYDYUTHI BHAVANAM, KOTTARAKKARA**

Present: 1. Smt.Laila.N.G,Deputy Chief Engineer, Chairperson
2. Smt. Sajina.T,Executive Engineer, Member II
3. Sri.C.K.Harikumar,Advocate,Member III

Friday 06th February 2026

OP No.48/2025-26

Between

Petitioner: Sri.K. Baiju
Ambalakkara House
Thrikkannamangal P.O.,
Kottarakkara
PIN-691531.

And

Respondents : (1) The Special Officer (Revenue), Vydyuthi
Bhavanam, Thiruvananthapuram.

(2) The Deputy Chief Engineer, Electrical Circle,
Kottarakkara.

ORDER

1. Grievance of the petitioner

The petitioner Sri. Baiju.K, the proprietor of a 4 star hotel operated under the name Ambalakkara Regency situated in Kottarakkara bearing consumer no.1345870004881 having HT electricity connection. The petitioner stated that as per the judgement of the Hon'ble High Court of Kerala in WP (C) No.22837/2024 dated 09/10/2024 the complainant was permitted to discharge the outstanding electricity dues in 12 equal instalments. The complainant has duly remitted the entire arrears amounting Rs.23,62,697/- and cleared the entire instalment liability. The communication issued by The Special Officer(Revenue) dated 21.11.2025 unequivocally acknowledged that the complainant has fully remitted and

cleared the entire instalment liability. On 04.11.2025 the 2nd respondent issued a demand notice showing the undisputed arrear as Rs. 14,49,989/-. The petitioner stated that this is contrary to all earlier bills that consistently showed zero arrears. The letter issued by the 3rd respondent to the complainant on 5.11.2025 stated that the interest included in the monthly bills had been released and that an amount of Rs.7,97,310/- remained as the outstanding balance upto 11/2025. The petitioner stated that the 2nd respondent has failed to disclose or clarify the criteria adopted for fixing the said outstanding amount, thereby denying the complainant a proper & reasonable understanding of how the amount was determined. The petitioner argued that the reply issued on 21.11.2025 was vague, unsatisfactory and failed to explain the sudden creations of arrears. The petitioner argued that they already remitted amounts in excess of what is legally payable and therefore the claim raised in the said notice was unreasonable and liable to be rejected. The complainant prays the Hon'ble Forum to stay the further proceedings of demand notice dtd 21.11.2025 till the disposal of the complainant and permit the complainant to remit only regular monthly electricity bills from the month of November onwards, They also request the Forum to direct the respondent to issue all electricity bills to the complainant from December 2021 onwards. Here the complainant seek a compensation of Rs.5 lakh for the pain & suffering caused due to the wrongly acts and deficiencies in service from the part of the respondent.

2. Version of the respondent

M/s Hotel Ambalakkara Regency (LCN 9/5487) is a live HT consumer of Kerala State Electricity Board Limited which comes under the jurisdiction of Deputy Chief Engineer , Electrical Circle, Kottarakkara. The tariff category of the consumer is HT 4(B) commercial.

As per the judgement of the Hon'ble High Court of Kerala in W.P.(C) No.22837/2024 dated 09/10/2024 the petitioner was permitted to remit the outstanding arrear of Electricity charges upto the date of judgement in equal 12 instalments and the first instalment was due on 30.10.2024. The respondent stated that the consumer has remitted all

installments as per the schedule issued from this office. There were irregularities in the payments of monthly regular bills from 03/2025 to 09/2025. The undisputed arrear shown in the monthly bill of 2/2015 was the remaining part of the instalment amount sanctioned. As the Hon'ble High Court of Kerala directed KSEBL to permit equal instalments including principle and interest upto the date of judgement to the consumer. Licensee stated that KSBEL have some limitations from the part of the existing software. So the calculation was manually made and also the manual adjustments were done in the software urgently to comply the order of the Hon'ble Court. since the consumer made part payments from 03/2025 to 09/2025 there will be a clubing of instalment arrear and regular bill arrear. Manual operations were done in the accounts adjustments. Undisputed arrear was not shown in the regular bills. The respondent stated that the part payment of the consumer makes so much difficulties in accounting and reconcilliation. After completing the instalment plan by the consumer the undisputed arrear of monthly bills were shown in the bill of 11/2025 ie Rs.14,49,989/-. The licensee stated that the consumer sought clarification on the undisputed arrear mentioned in the invoice of 11/2025 and the same was reassessed and recalculated statement has issued to the consumer on 21/11/2025. The licensee stated that the consumer remitted installment amounts promptly from 10/2024 to 9/2025. During the same period, the consumer was also liable to remit regular monthly current charge bills averaging Rs.2 Lakh per month. After March 2025, the consumer purposefully remitted only nominal amounts against the current charge bills, despite having full knowledge of the actual billed amount. This deliberate action resulted in accumulation of arrears . The pattern of remittance made by the consumer clearly established that the arrear did not arises due to any billing arrear or financial hardship, but due to the calculated and intentional underpayment. The licensee accused that the petitioner was evidently done it with the intention of keeping the service connection live while avoiding full payment of lawful dues. The licensee alleged that the consumer was fully aware of the arrear position at all material times.

KSEBL has acted strictly in accordance with the rules, regulations & instalments conditions. There is no arbitrariness, illegality or procedure violation on the part of the licensee. In view of the above facts, the respondent humbly requested the forum to reject the complaint and uphold the actions taken by KSEBL.

3 Analysis and Findings

The Forum afforded an opportunity to hear the petitioner & respondent on 13/01/2026. Both the petitioner and 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 conclusion and decisions there of .

On going through the petition and other documents in the file, the Forum viewed that the case is with regard to the undisputed arrear amount of Rs. 14,49,989/- issued to the petitioner on 4th November 2025. The Forum viewed that the complainant remitted the outstanding arrears of electricity charges up to the date of judgment of the Hon' ble High Court of Kerala in W.P. (C) No. 22837/2024 in 12 equal installments. During hearing the respondent stated that while allowing installments , the consumer was informed that in addition to the amount as per installment shedule ,monthly bill must be paid before the respected dates. Forum found that there were irregularities in the payment of monthly regular bills from 03/2025 to 09/2025. As per the direction of the Forum ,The Special Officer(Revenue) submitted a detailed calculation of outstanding arrear amount. The Licensee mentioned that the arrear amount of Rs. 14,49,989/- which was mentioned in the monthly bill of 11/2025, an unwanted interest of Rs. 7,43,838/-,erroneously included in the bill. ie duplication of interest in the demand amounting to Rs. 3,21,555/- and excess difference in the interest portion calculated by system amounting to Rs.4,22,283/- have been waived.

Forum viewed that the pattern of remittance made by the consumer clearly establishes that the arrear did not arises due to any

billing error or financial hardship, but due to the calculated and intentional underpayment. The consumer remitted installment amounts promptly from 10/2024 to 09/2025. However during the same period the consumer was also liable to remit regular monthly current charge bills averaging Rs. Two Lakh per month which is substantial in nature. The arrear calculation report submitted by the Licensee clearly stated that the part payment made by the petitioner made accumulation in arrear.

The detailed arrear calculation table submitted by the Licensee clearly shows that the consumer is defaulting the arrear on regular basis, resulting an accumulation of arrear of Rs.7,06,150/- during the period from 03/2025 to 09/2025. .Since the consumer is irregular in making their payment remittance once made shall not be adjusted against that particular invoice. As per the Regulation, **133 of Kerala Electricity Supply Code 2014 payments made by the petitioner are adjusted in the following order priority**

- 1. Interest on electricity duty arrears**
- 2. Electricity duty arrears**
- 3. Interest on electricity charge arrears**
- 4. Dues of current month**

Here the system deducts the amount paid only as per the order of Priority envisaged in Regulation 133 of Kerala Electricity Supply Code 2014.

The Forum also views the licensee has made delay in disconnecting the supply, and the Forum viewed it as a serious lapses on the part of the licensee. As per see 56 (1) of the Electricity Act 2003, the licensee is empowered to disconnect in case of default of payment.

Section 56(1) (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.

136. Recovery of arrears and its limitation.- (1) The licensee shall be entitled to recover arrears of charges or any other amount due from the consumer along with interest at the rates applicable for belated payments from the date on which such payments became due.

The conjoint reading of the above said regulations makes sense that the licensee has legitimate right to disconnect the supply ,if the consumer default in making payment. The Licensee, despite such default did not disconnect the supply in accordance with the above said provisions resulting in the continuous accumulation of arrears. The said accumulation of arrears is attributable to both the consumer persistent default in payment and the failure of Licensee's statutory obligation to disconnect the supply within a stipulated time. Therefore the Forum concludes that the demand notice served by the licensee is sustainable and, the petitioner is obligated to settle the arrears. So the Forum dismissed the petition. A detailed demand notice to be served to the petitioner for clarification.

DECISION

Considering the above facts and circumstances of the case the Forum ordered as follows.

1. The Petitioner is liable for remitting the arrear bills
2. No order as to cost.

If the petitioner is not satisfied with the above order of this Forum, he is at liberty to prefer appeal before the Electricity Ombudsman within 30 days from the date of receipt of this order.

The address of the Electricity Ombudsman is furnished below.
'The State Electricity Ombudsman, D.H & Foreshore Road Junction, Near Gandhi Square, Ernakulam, Kerala - 682 016. Phone: 0484 2346488'.

Sd/-
C .K.HARIKUMAR
ADVOCATE
MEMBER III

Sd/-
SAJINA.T
EXECUTIVE ENGINEER
MEMBER II

Sd/-
LAILA.N.G
DEPUTY CHIEF ENGINEER
CHAIRPERSON

Forwarded

Sd/-

CHAIRPERSON
(DEPUTY CHIEF ENGINEER)

No: CGRF/KTR/OP No.48/2025-26/32 _____ Dated : 10 /02/2026

Delivered to:

1. Sri.K. Baiju, Ambalakkara House, Thrikkannamangal House Kottarakkara PIN-691531.
2. The Special Officer (Revenue), Vydyuthi Bhavanam, Thiruvananthapuram.
3. The Deputy Chief Engineer, Electrical Circle, Kottarakkara.

Copy to:-

1. The Secretary, KSERC, KPFC Bhavanam, Vellayambalam, Thiruvananthapuram.