

**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

Thursday 29th January,2026

OP No.45/2025-26

Between

Petitioner: The Managing Director
HI -Care Gloves PVT. LTD
Marangattupally
Kottayam
PIN-686535.

And

Respondents : (1) The Deputy Chief Engineer, Electrical Circle, Pala
(2) The Special Officer (Revenue), Vydyuthi
Bhavanam, Pattom, Thiruvananthapuram.

ORDER

1. Grievance of the petitioner

The petitioner,Johns.A, Neerakkal, Managing, Director of M/s Hi-Care Gloves (P) Ltd., Marangattupally, Kottayam. The firm is engaged in the business of production, distribution and sales of the sterile and non-sterile latex surgical gloves and has duly obtained all the requisite sanctions and permit from the governmental authorities and other statutory bodies concerned for functioning the factory..Further, in order to operate the industrial unit , there must be a High tension (HT) power supply is required for industrial use and accordingly, the complainant has applied to the Licensee for the supply of HT power for industrial purpose

required for operating the equipment and lightning the premises. The KSEBL has agreed to provide the supply as requested by the company subject to the following works such as the construction of 1 NO DP structure and laying 30 meter XLPE UG cable and erection of metering equipment at its own cost and expense. The KSEB has estimated a sum of Rs.20,0000/- (Rupees Twenty Lakhs Only) as the approximate amount to be remitted by the complainant towards the cost of work including the procurement and installation of transformers and other equipments. The complainant has remitted the requisite amount so estimated by the KSEBL and thereby completed the work and installation thereof as prescribed by the KSEBL. In addition to this, the petitioner submitted the application for service connection along with the fees for energisation of electrical installation by the Electrical Inspectorate .Upon fulfilling the requisite compliance, the KSEB sanctioned supply and directed the complainant to execute the HT agreement by remitting an additional sum of Rs.4,49,985/- towards the security deposit. The Complainant has accordingly executed an agreement styled as Agreement for the supply of energy (High Tension and Extra High Tension) dated 18th March, 2025 to that effect with the KSEBL, represented by the Deputy Chief Engineer at Electrical Circle, Pala, on such terms and conditions as envisaged therein. Subsequently the KSEBL has allotted the electricity connection to the complainant with effect from 18th March, 2025 under the category of High Tension consumer (HT consumer) with the consumer No.13562500727/- LCN 36/9487.

As soon as the connection is commissioned, the Sub Engineer had been visiting the premises for taking the meter reading. On July, 2025, the licensee reported that the current was not reading correctly by the energy meter and served an assessment bill for a sum of Rs.32,54,055/- was issued for a period from 07/2025 to 09/2025. The said arrear has accrued to 35,40,437/- till September 2025. Subsequently the licensee has further issued a demand notice to the complainant on 04/11/2025 for the recovery of the alleged sum of Rs.35,40,437/- payable towards the outstanding overdue arrear.

According to the petitioner the impugned calculation given by the licensee is totally wrong in view of the fact that If an error is suspected in the meter , the only solution is to collect the average of 3-6 months where the meter is correct and then apply it to the suspected period. The Regulation 125 (1) of the supply code lays down the procedure for billing in the case of a defective or damaged meter .

125 (1) Procedure for billing in the case of defective or damaged

meter.- (1) In the case of defective or damaged meter, the consumer shall be billed on the basis of average consumption of the past three billing cycles immediately preceding the date of the meter being found or reported defective:

Provided that, the average shall be computed from the three billing cycles after the meter is replaced if required details pertaining to previous billing cycles are not available:

Provided further that any evidence given by consumer about conditions of working and occupancy of the concerned premises during the said period, which might have had a bearing on energy consumption, shall also be considered by the licensee for computing the average.

Hence the respondent cannot penalize the complainant without any proper evidence. Further the periodic inspection and testing of the metering equipment is mandatory. Here the licensee has neither done it properly, nor intimated the complainant anything about it. So the complainant cannot be held responsible for the correctness of connection inside the meter box.

The petitioner contended that he has made several request to the licensee to enable to settle the outstanding due amount by granting a One Time settlement (OTS) proposal after giving waiving off the disputed amounts or give it an opportunity to clear off the overdue arrears in such reasonable installments as it deems just, fit and appropriate in the interest of justice .Despite repeated follow-ups no satisfactory resolution has been provided by the Licensee. Therefore the petitioner request the Forum to ascertain the legality and correctness of demand raised by the licensee

and also to set off and apportion such improper and unreasonable amount there from in the interest of Justice.

2. Version of the respondent

(1) Statement of facts submitted by Special Officer (Revenue)

M/s Hi-care Gloves Pvt. Ltd., bearing LCN 36/9487 is an HT consumer of Electrical Section Kidangoor which comes under the jurisdiction of Electrical Circle Pala. The service connection to the premise of M/s Hi-care Gloves Pvt. Ltd was effected on 22/02/2021. The contract demand was enhanced from 270 KVA to 500 KVA with effect from 18/03/2025. by remitting an additional Cash deposit of Rs.4,49,985/- on 10/03/2025

According to the respondent, neither field officers nor TMR officials has reported any anomalies in the meter reading of the respective consumer of the meter. It is submitted that if the meter is alleged faulty, then only the Licensee is liable to follow the Regulation 125 (1) of the Kerala Electricity Supply Code 2014. The consumption recorded in the meter during the said period is almost same and hence the argument of the complainant that the meter is faulty is not correct.

The respondent alleged that the consumer used the strategy of short remitting the current charge arrears on a regularly basis. Since monthly invoice are issued each month and the same amount was not remitted by the consumer exactly, the arrear due increased each month. After making adjustment of remitted amount by the petitioner as per the priority which envisaged in Regulation 133 of Kerala Electricity Supply Code 2014, the outstanding current charge arrear comes in the tune of Rs.29,06,775/- as on December 2025.

It is pertinent to note that, One Time Settlement-2025 introduced by KSEBL is meant for the consumer's current charge arrears for more than 2 years. That is arrear prior to 05/2023 and with regards to the above said consumer the arrears comes from 08/2025 onwards. Hence the inclusion of the petitioner in One Time Settlement-2025 is not possible. Later, the petitioner has requested vide letter dated 03/11/2025 to clear the outstanding arrears due to KSEBL by installments. The KSEBL has taken a favorable decision in this subject matter and allowed to settle

in 10 installments after remitting 25% of the total amount along with applicable interest. Accordingly, the installment facility stands availed and further action is being taken in accordance with the approval terms. Since the consumer has complied with the direction of the board by remitting 25% of the disputed amount, no surviving grievance subsists in this matter. Hence the petition does not warrant any further consideration and is liable to be dismissed.

(2) Statement of facts submitted by Deputy Chief Engineer

The Service connection bearing the consumer No.135625007271 LCN36/9487 is registered in the name of M/s Hi-Care Gloves, Pvt. Ltd, Marangattupally, Kottayam effected on 22/02/2021 with a registered connected load of 270KVA under HT(IA) industrial tariff. The purpose of electric connection is for running a gloves manufacturing industry. On 05/12/2024, the complainant submitted an application for enhancement of connected load to 270 KVA to 500 KVA.

Firstly, the respondent dismissed the argument of the petitioner that an assessment amounting to Rs.32,54,055/- were served to the licensee. According to the respondent, no assessment bill was ever issued or served to the complainant and the arrears represents only regular billed energy charges. The complainant failed to remit regular electricity charges from July 2025 to December 2025, resulting an accumulation of arrears. After recording all remittances, the outstanding regular electricity charges stood at Rs.29,06,775/- as on December 2025.

Regarding the working condition of the meter, the respondent asserts that the energy meter and associated equipment were tested on 19/11/2025 using a portable Standard Reference Meter of accuracy class of 0.05. The installed energy meter bearing serial No. SEIPL -23018371, 3 phase 4 wire, Class 0.25, 5 A, PT 12 11 KV/110 was found to be functioning properly. The meter memory data were downloaded using BCS software and stated that no abnormality was observed in the recorded data. Since the energy meter has been tested by the competent authority and certified as correct, there was neither violation of the Kerala Electricity Supply Code 2014 nor any procedural irregularity. The petitioner is

misconceived and unsupported by evidence. The dispute pertains solely to the non payment of regular electricity charges lawfully billed. Hence in the light of above factual aspects, the licensee request the forum to dismiss the petition.

3 Analysis and Findings

The hearing of the case conducted on 13/01/2026.Both the petitioner and respondent were present on the hearing.On examining the petition, the counter statement of the respondent, the documents attached and arguments made during the hearing and considering all the facts and circumstances of the case, this forum comes to the following findings and conclusions leading to the decision thereof.

M/s Hi-Care Gloves Pvt. Ltd is an HT consumer of the Licensee under the Electrical Section, Kidangoor, which comes under the jurisdiction of Electrical Circle Pala. The consumer is defaulted in making payment from 08/2025 onwards and he alleged that the exorbitant amounts raised in the demand notice have been erroneously generated by the Licensee without any just and reasonable basis. Further ,he questioned the accuracy of the meter reading and stated that the procedure for billing in the event of the energy meter in any premises reported being defective or damaged is explicitly mentioned in Regulation 125 of Kerala Electricity supply code 2014. The method of calculation adopted by the licensee without considering the above Regulation and taking meter reading from a defective or damaged meter is not proper and hence cannot be accepted. Therefore the arrear bill raised by the licensee is not sustainable

On scrutiny of documents,the Forum is on the view that neither field officials nor TMR officials has reported any anomalies in the meter reading of the respective consumer. Upon the request of the consumer, the energy meter and associated equipments were tested at TMR Division Pallom on 19/11/2025. As per the report of the Executive Engineer TMR Division, Pallom stated“ ***The accuracy of the meter was tested with a portable standard Reference meter of accuracy class0.05 and found that the energy meter is working properly are***

within limit. The memory data from the meter down loaded using BSC and analyzed. No abnormality is seen in recorded data”.

Hence it is clear that the meter is working properly and the application of Regulation 125 is not maintainable in this case and the Forum does not see any procedural irregularity on the part of the Licensee.

Consumption pattern Demand Remittance details of the Cons.No.13562500727/- 6/2025 to 12/2025 is illustrated below.

Month	Unit	Demand	Total Arrear	Remittance	Date of Remittance	Balance payable		
6/2025	Normal Peak Off peak	85110 29184 57504	1273429.54 498280 (ACD)	1273430 +498280	1273430	18.06.2025	498280	
7/2025	Normal Peak Off peak	81516 27042 54732	1166038	1166038+498280	0		1166038+4 98280	CD interest Rs.57988 adjusted
8/2025	Normal Peak Off peak	90852 29430 59484	1338880	2955999	1025000 166038	14.08.2025 16.08.2025	1764961	
9/2025	Normal Peak Off peak	91890 31374 64074	1391049	3156010	0		3156010	
10/2025	Normal Peak Off peak	44964 15264 29508	750846	3906856	70000	14.10.2025	3206856	
11/2025	Normal Peak Off peak	11130 3732 6912	333581	3540437	100000 33581	07.11.2025 17.11.2025	3106856	
12/2025	Normal Peak Off peak	40080 12594 26580	696795	3803651	250000 00000 116500 333581 96795	04.12.2025 9.12.2025 18.12.2025 18.12.2025 96795	2906775	

The above table clearly shows that the consumer is defaulting the arrear on regular basis, resulting an arrear in the tune of Rs.29,06,775/- during the period from 06/2025 to 12/2025. .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.

The Forum also acknowledges that the petitioner has requested vide letter dated 03/11/2025 to clear the outstanding arrear due to KSEBL by installments .The licensee has taken a favorable decision in this subject matter and allowed them to settle in 10 installments after remitting 25% of the total amount along with applicable interest. Having availed the benefit of installment facility, the petitioner thereafter filed a petition before the Forum,alleging the discrepancy in the billing calculation of the respondent. The Forum has seen it as a reluctance on the part of the petitioner on remitting the arrear bills. 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.

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.The Licensee is directed to strictly adhere to disconnection provisions as envisaged in 56 (1) of the Electricity Act 2003,in future case of default to prevent undue accumulation of arrears.
3. 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/-	Sd/-	Sd/-
C .K.HARIKUMAR	SAJINA.T	LAILA.N.G
ADVOCATE MEMBER III	EXECUTIVE ENGINEER MEMBER II	DEPUTY CHIEF ENGINEER CHAIRPERSON

Forwarded

Sd/-

CHAIRPERSON
(DEPUTY CHIEF ENGINEER)

No: CGRF/KTR/OP No.45/2025-26/27 Dated :31/01/2026

Delivered to:

1. The Managing Director, HI -Care Gloves PVT. LTD,
Marangattupally, Kottayam, PIN-686535, Represented by its
Managing Director, Johns A Neerakkal
S/o Alexander, Neerakkal House, Koothattukulam post
Ernakulam.
2. The Deputy Chief Engineer, Electrical Circle, Pala.
3. The Special Officer (Revenue), Vydyuthi
Bhavanam, Pattom, Thiruvananthapuram.

Copy to:-

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