

**CONSUMER GRIEVANCE REDRESSAL FORUM
NORTHERN REGION, KOZHIKODE.**

(Formed under section 42(5) of Electricity Act 2003.)
Vydyuthibhavan, Gandhi Road, Kozhikode -673011
Telephone Number -0495 2367820 Email.cgrfkzd@kseb.in

(CAMP SITTING AT KANNUR)

PRESENT

SANDHYA DIVAKAR : CHAIRPERSON

FRANCIS A.C : MEMBER (Law)

OP NO. 85/2025-26

PETITIONER :-

Sri. S. A Wahab, S/o. Sheik Yusuf Saheb, Managing Partner,
M/s. Mehaboob Theatre Complex, K.P.R Rao Road,
Kasaragod – 671 121 & Power of Attorney
Sri. Sakeer Hussain, S/o. S.A Wahab, Mehaboob Manzil,
Anangoor, Vidya Nagar – P.O., Kasaragod – 673 123.

Represented by Adv. K.P. Gangadharan & Associates

RESPONDENTS :-

1. The Deputy Chief Engineer. Ele.Circle, KSEB Ltd,
Nalappad Building, Pallikkunnu, Kasaragod
2. The Special Officer (Revenue), KSEB L, V Bhavanam,
Pattom, Thiruvananthapuram – 4.
3. The Assistant Executive Engineer, Electrical Sub Division,
Kasaragod, KSEB Ltd, Kasaragod District.
4. The Assistant Engineer, Electrical Section, Kasaragod,
KSEB Ltd, Kasaragod District.

ORDER

Back Ground of the Complaint:

Sri. S.A. Wahab, Managing Partner, M/s. Mehaboob Theatre Complex, Kasaragod is an HT consumer under Electrical Section, Kasaragod, bearing Consumer No. LCN 05/7877 and has decided to stop H T connection and to take LT connection and remitted the requisite amount demanded by the Respondent. But later, the Respondents initiated RR action for Rs. 4,08,281/- . The Petitioner, through his Power of Attorney, submits before the forum to set aside the bill and to drop the RR proceedings.

Argument of the Petitioner :

The Petitioner put forth his argument as follows:

- The Petitioner's father had an H.T. connection under the above consumer number to their Theatre Complex. Later he decided to stop H.T connection and to take LT connection.
- The Consumer submitted a letter to Dy. Chief Engineer, KSEB Ltd, Kasaragod Circle, Kasaragod to disconnect HT connection and also requested to adjust the security deposit towards the arrears and further informed that they would pay the balance if any.

- Deputy Chief Engineer Kasaragod gave a letter dated 27.04.2021 informing to pay the balance amount of Rs. 1,85,793/- with interest from 01.04.2021 @ Rs. 384/- per day. Rs. 2,17,281/- was paid as per DD dt. 21.06.2021. The HT connection was dismantled on 29.07.2021.
- But later the Village Officer started RR proceedings to recover a sum of Rs.4,08,281/-. When this information was obtained, Petitioner sent a lawyer notice on 17.12.2021 informing that there is no arrears and to drop the proceedings.
- Since the threat continued, he has approached the Hon'ble Consumer Redressal Commission, Kasaragod by CC No.280/2022. The opposite party filed their version before the Consumer Redressal Commission, Kasaragod stating that there was a calculation mistake and the error occurred in their software. Rs. 4,08,281/- is the balance to be paid by the complainant. This claim is not correct as the consumer had paid the entire amount as demanded by KSEB Ltd.
- Later it was noticed that Hon'ble High Court had decided that the complaint has approach this Forum as per the The Indian Ele. Act, 2003 and hence the complainant filed a statement before the Consumer's Forum to close the case with liability to file complaint before this Forum. The same was allowed as per order dated 21.02.2026.

The Petitioner's PoA, requests the Hon'ble Forum, that the claim for Rs. 4,08,281/- is to be set aside and to drop RR proceedings.

List of documents (Copies) enclosed as follows:

1. Exhibit P1 : Letter dated 27.04.2021 of the Dy. Chief Engineer, EC, Kasaragod addressed to the consumer
2. Exhibit P2 : Letter dated 22.06.2021 given by the consumer to Dy.Chief Engineer, EC, Kasaragod.
3. Exhibit P3 : DD dt. 21.06.2021.
4. Exhibit P4 : Disconnection Report dt. 29.07.2021.
5. Exhibit P5 : Lawyer Notice dated 17.12.2021 to SOR, KSEB.
6. Exhibit P6 : Reply letter dated 29.01.2022.
7. Exhibit P7 : Second Lawyer Notice dated 07.02.2022.
8. Exhibit P8 : Order dated 21.01.2026 of Hon'ble District Consumer Redressal Commission Kasaragod.
9. Exhibit P9 : Order dated 28.02.2023 of Hon'ble Consumer Disputes Redressal Commission Kasaragod.
10. Exhibit P10: Power of Attorney.

The Petitioner has submitted an Interim Appeal in the above referred OP as below:

The HT connection to Petitioner's Mehaboob Theatre Complex was disconnected and they had paid the entire arrears as claimed by R1. But later it was known that KSEB Ltd., had taken RR proceedings without any notice. It was known from the Village Officer that KSEB is claiming Rs. 4,08,281/- as arrears. This is not correct and the Petitioner had paid entire amount. When it was known they had sent a lawyer notice. Later a complaint was filed

before the Hon'ble District Consumer Disputes Commission, Kasaragod and the commission had granted interim order against proceedings with the RR proceedings. A copy of the order is produced along with the Petition. Later the Petition was closed with liberty to file complaint before this Hon'ble Forum and hence this Petition. It is submitted that the disposal of the above claim will take more time and if in the meanwhile coercive steps are taken under RR, the Petitioner will be put to irreparable loss and injury.

Hence the Petitioner prays that it is highly essential to issue an interim order, directing the opposite parties to stop the RR proceedings taken against the complainant till the disposal of the complaint.

Argument of the Respondent:

The Statement of facts in OP No.85/2025-26 as well as IA submitted by the 03rd Respondent, Deputy Chief Engineer, Electrical Circle, Kasaragod under the Regulation 10(2) of the Kerala State Electricity Regulatory Commission (CGRF & Electricity Ombudsman) Regulation 2005 is as follows:

M/S. Mehaboob Theatre was an HT consumer being LCN 05/7877 in Electrical Section, Kasaragod under Electrical Circle, Kasaragod. The complainant had made default in the payment of electricity charges from 03/2020 to 08/2021.

❖ The Complainant, vide letter dated 08.03.2021 (Exhibit R1) had submitted an application for dismantling their HT connection to the 1st Respondent, the Deputy Chief Engineer, Electrical Circle, Kasaragod. As such, the 1st Respondent vide letter dated 12.03.2021 (Exhibit R2) has requested the 2nd Respondent to give pending arrear details and against which the Respondent 2, vide letter dated 29.03.2021 the arrear and deposit details was forwarded to the 1st Respondent (Exhibit R3) as shown below:

Security Deposit	Bank Guarantee	Arrear including interest up to 31.03.2021. (from 01.04.2021 onwards per day interest Rs.384/- will be charged)
6,81,955/-	3,26,275/-	8,67,748/-

As per letter dated 27.04.2021 (Exhibit R4), the 1st Respondent has forwarded the above details to the Consumer. On the basis of this, he remitted an amount of Rs.2,17,281/- on 21.06.2021 (Exhibit R5).

❖ Later, the 1st Respondent vide Office Order dated 28.07.2021 (Exhibit R6) has accorded sanction for dismantling the HT service connection and vide letter dated 30.07.2021 (Exhibit R7) reported that the service connection of the said consumer was dismantled on 28.07.2021 and the final reading was

forwarded to the office of the 02nd Respondent. As the consumer requested to initiate further steps for closing the accounts, a proceedings dated 16.08.2021 was issued by the 02nd Respondent (Exhibit R8).

- ❖ During the final statement of accounts, it was detected that an error had occurred in the earlier communication of arrear and security deposit details due to mistake in the ENRGISE software.

As per the first communication (Ext.R3)		As per Proceedings (Ext.R8)	
Principal	8,67,748/-	Principal	8,38,234/-
Security Deposit	6,81,955/-	Security Deposit	5,25,000/-

- ❖ Usually the arrear/security deposit details are issued from the office of the 02nd Respondent for giving primary information of arrears. These details are not meant for the final settlement of the arrears of the consumer. The final settlement of accounts of a dismantled consumer is being done on the basis of the final proceedings issued by the 02nd Respondent. The proceedings of the final settlement were issued to the Complainant only on 16.08.2021.
- ❖ The wrong deposit details was intimated to the Petitioner due to the error occurred in the ENRGISE software, which was

later rectified. The actual security deposit at the credit of the consumer as on 16.08.2021 is Rs.5,25,000/-.

- ❖ Arrears outstanding as on the date of dismantling was Rs.9,33,281/- (A detailed calculation statement is submitting herewith as Exhibit R9). Security Deposit of Rs.5,25,000/- available at the credit of the consumer was adjusted against the arrear vide Office proceedings dated 16.08.2021 (Exhibit.R8) and the consumer was requested to remit the outstanding arrear of Rs.4,08,281/- as detailed below:-

Arrears from 03/2021 to 08/2021	8,38,234/-
18% Interest on belated payment upto 29.07.2021	95,047/-
Total Arrears	9,33,281/-
Less: Security Deposit	5,25,000/-
Balance Due 28.07.2021	4,08,281/-
Less: MD Rebate dtd. 12.01.2022	49,720/-
Add: Interest upto 31.03.2026	3,31,438/-
Total recoverable arrear as on 31.03.2026	6,89,999/-

It is submitted that the above figure has been arrived after adjusting the amount Rs.2,17,281/- remitted by the consumer on 21.06.2021 and arrived after security deposit and MD Rebate. The copy of the consumer personal letter of LCN 05/7877 is marked as Exhibit R10.

Since the Petitioner failed to remit the arrears, Revenue Recovery proceedings were initiated through the District Collector vide requisition dated 12.11.2021. (Exhibit R11).

In view of the above facts, it may be seen that the procedures followed by the 1st Respondent's Office are in order and in conformity with the rules. The 2nd Respondent has acted in accordance with the law. Hence, the Petitioner is legally bound to remit the Electricity charges for the energy consumed. Failure to do so necessitated the intimation of Revenue Recovery Proceedings by the 1st Respondent with the support of law of the country.

Reply to IA:

In view of the above mentioned facts, it may be seen that the procedures followed by the 1st Respondent's office are in order and in conformity with the rules. The 02nd Respondent has acted in accordance with the law. Hence, the Petitioner is legally bound to remit the electricity charges for the energy consumed. Failure to do so necessitated the intimation of Revenue Recovery Proceedings by the 1st Respondent with the support of law of the country.

Therefore, it is prayed that not to allow the IA filed by the Petitioner, to stop the RR proceedings taken against them till the disposal of the OP.

Summary of the Hearing:

The hearing in the OP was convened on 07.04.2026 FN at the Court Hall of CGRF(NR), Vidyuthi Bhavanam, Gandhi Road, Kozhikode, in which both the parties were present. A Vakkalath was filed by the Petitioner and the counsel sought adjournment.

The Second hearing in the OP was convened on 18.04.2026 FN at the Conference Hall of Electrical Circle, Kannur. At the outset two documents were submitted by the Respondent:

- ★ Copy of the Notice dated 17.12.2021 by B Ramakrishna Bhatt, then Counsel of the Petitioner with acknowledgment send to the District Collector and SOR (marked as Exhibit R12) and copy of IA No.350/2022 in CC No.280/2022 filed by the Petitioner before the Hon'ble District Consumer Disputes Redressal Commission, Kasaragod (marked as Exhibit R13). Respondents pointed out that in both these Exhibits, it was admitted by then Counsel of the Petitioner that they have received the arrear notice issued by the SOR on 05.11.2021. Hence the claim, that the Petitioner has not received the demand notice but only the RR notice, is baseless.
- ★ The Petitioner's Counsel then argued that his client was not aware of the notice submitted as Exhibit - R12. The Respondents pointed out that this notice dated 17.12.2021 is mentioned as list of documents in the IA (referred as Exhibit

R3) and the Complainant has signed in the IA along with the then counsel.

- ★ Forum observed that as per the Exhibits it is understood that the Petitioner received the demand notice dated 16.08.2021 issued by the Special Officer Revenue on 05.11.2021. The Respondent then argued that the notice was sent by the SOR on 16.08.2021 by ordinary post and should have been obtained by the Petitioner that month itself. But no documents were submitted by the Respondents to substantiate this contention. Hence the Forum admitted the date of receipt of the arrear bill amounting to Rs.4,08,281/- on 05.11.2021.
- ★ Then the Petitioner's Counsel argued that RR notice was issued within one month ie, on 03.12.2021.
- ★ The Respondent then pointed out that the notice period of demand notice is 15 days and as such no communication was made by the Consumer in between, they are forced to initiate RR action.
- ★ The Petitioner's Counsel then argued that they are not liable to pay interest for the period from 08/2021 to 11/2021.
- ★ The Petitioner's Counsel then argued that they have remitted the amount demanded earlier by the SOR and are not liable to pay any further amount.

- ★ The Respondent agreed that there was a calculation mistake, but the arrear amount raised is the amount to be paid by the Petitioner himself. He also pointed out that in the notice issued by the Deputy Chief Engineer, Electrical Circle, Kozhikode (Exhibit R5) it is clearly mentioned that, the dues amounting to Rs. 1,85,793/-, after deducting SD is to be paid for the completion of dismantling process. Hence it is understood that the final bill will be served only on dismantling of the Service Connection. Further, in this calculation SD was wrongly taken as Rs.6,81,955/- against which the actual SD was only Rs.5,25,000/-. The Consumer as well aware of this and has not pointed out the mismatch as it was beneficial to him. On actuals, the amount due from the Consumer was less, Rs.8,38,234/- instead of 8,67,748/- mentioned in the 1st bill; but arrear amount increased due to the difference in Security Deposit.
- ★ If the Consumer has pointed out the difference in SD on receipt of the 1st bill itself would have been no arrears for this Consumer on dismantling.
- ★ The Consumer is liable to pay the arrear amount with interest till date.
- ★ Then the Petitioner requested to give up the interest till date. But Forum is helpless for the period, before the Petitioner approach this Forum.

Observation of the Forum:

- As per the available records, the arrear bill notice dated 16.08.2021 was acknowledged by the Petitioner only on 05.11.2021. Hence the Petitioner is not liable to pay the interest for the period from 16.08.2021 to 20.11.2021.
- It is true that there has been some calculation mistake from the side of 02nd Respondent. Many orders from the Apex Court enable the licensee to collect arrear amount within a span of two years, once the demand was raised, if the bill raised is based on the actual CC charges. Here the arrear bill was raised by the Respondent on 16.08.2021, subsequent to the dismantling of the service on 28.07.2021. Forum acknowledges that the Petitioner received the notice only on 05.11.2021. Hence the Petitioner is liable to pay the actual bill amount with interest till date exempting the period from 16.08.2021 to 20.11.2021.

Having considered all the documents submitted and the deliberations during the hearing, the Forum has come to the following conclusions leading to the decision:

Decision:

1. The actual amount due from the Consumer is Rs. 3,13,234/- (83,823/- - 5,25,000/-) – 2,17,281/- (amount

remitted by the consumer on 21.06.2021). Hence the Respondents are directed to issue a demand note for this amount with interest from 20.11.2021 till date of this order, within 15 days on receipt of this order. If the Respondent fails to remit the bill within 15 days on receipt of this new arrear bill the Respondents are free to initiate RR action for the amount in this new bill.

2. The Compliance of this order may be intimated to this Forum by 11th May 2026.

The Petition is disposed accordingly.

Dated this the 18th day of April, 2026.

Sd/-

Francis . A .C
Member (Law)

Sd/-

Sandhya Divakar
Chairperson

Endt.on CGRF-NR/OP 85/2025-26/ 17

/21 .04.2026

Copy to:

1. Sri. S. A Wahab, S/o. Sheik Yusuf Saheb, Managing Partner, M/s. Mehaboob Theatre Complex K.P.R Rao Road, Kasaragod, (By speed post&Email to counsel)

If the petitioner is not satisfied with the above order of this Forum, he is at liberty to prefer appeal before the State Electricity Ombudsman, D.H. Road, Offshore Road Junction, Gandhi Square, Ernakulam, Kerala- 682016. (Ph: 0484 2346488) within 30 days from date of receipt of this order.

2. The Deputy Chief Engineer. Ele.Circle, KSEB Ltd, Nalappad Building, Pallikkunnu, Kasaragod (By Mail).
3. The Special Officer (Revenue), KSEB L, V Bhavanam, Pattom, Thiruvananthapuram – 4. (By Mail).

**4. The Assistant Executive Engineer, Electrical Sub Division,
Kasaragod, KSEB Ltd, Kasaragod District. (By Mail & Post).`**

**5. The Assistant Engineer, Electrical Section, Kasaragod,
KSEB Ltd, Kasaragod District. (By Mail & Post).**

Copy Submitted to:

1) The Secretary, K.S.E.B.L, Thiruvananthapuram. (By Post)

2) The Deputy Chief Engineer, TRAC, Thiruvananthapuram . (By Mail).

Forwarded

Sd/-

Chairperson