

**BEFORE THE ELECTRICITY OMBUDSMAN**

No.16 C-1, Miller Tank Bed Area (Behind Jain Hospital)  
Vasanthanagar, Bengaluru-560052.

Present: S.S Pattanashetti,  
Electricity Ombudsman,

**Case No. OMB/B/G-308/2018**

**Dated 12/03/2019**

In the matter of

M/s Vasudev Adigas Hotels,  
Ajjappanahalli,  
Kembodi, Kolar.

Represented by:

Shri M.A. Delvi,  
No.8, 3<sup>rd</sup> Cross, Pottery Town,  
Bengaluru-560046.

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Vs

Appellant

- 1) Consumer Grievance Redressal Forum,  
Kolar District, BESCOM,  
Kolar.
- 2) Assistant Executive Engineer (Electrical),  
O & M Sub-Division, Rural, BESCOM,  
Kolar.

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Respondents

1. This Application/Complaint is filed by M/s Vasudev Adigas Hotels (Appellant/Complainant), under the provisions of Clause 21.2 of KERC (CGRF and Ombudsman) Regulations, 2004, in Form 'B' challenging the order of CGRF, Kolar bearing No. ಅ.ಅ(ಎ)ಉಲೆನಿ/ಹಿಅಸ/17-18/4835-39 dated 22/11/2018, before this

Authority, by inter-alia seeking the following reliefs:

- a) To allow the complaint with costs;
- b) To set aside the order of the CGRF dated 22/11/2018;
- c) To set aside/quash the report of the Meter Testing Division dated 02/05/2016 as ill-conceived and false;

- d) To set aside the back bill preferred in pursuance to the Meter Test Report;
  - e) To grant costs.
2. Brief facts, which are relevant to the case as claimed by the Appellant, are as follows:
- a) The Appellant/Complainant M/s Vasudev Adigas Hotels, is a consumer of electricity in respect of commercial installation bearing R.R No. KBP-536 with a sanctioned and connected load of 45 HP. The installation was provided with a good and recording ETV Meter which stores the entire working of an installation including the load at a particular point of time and also any slow recording of the meter. It is stated that, the complainant is regular in payment of bills and has no dispute with the Respondent No.2 herein.
  - b) It is further stated that the staff of Meter Testing Division of BESCO inspected the meter on 02/05/2016 and obtained the signature of an employee, as witness for having conducted the tests. The officer who conducted the inspection failed to disclose the results or its implications to the said employee and no mahazar was conducted on the spot in support of the test and no independent witnesses were called to witness the test as provided in law. Thereafter, the Respondent-2 issued a demand notice dated 20/06/2016, demanding a sum of Rs 6,63,750/-, by inter-alia stating that during the Meter Calibration on 02/05/2016, it was reported by the Meter Testing Staff that the Meter was recording slow by 52.70%, and the amount claimed to be paid within 15 days from the date of the notice. It is further stated that aggrieved by the faulty inspection of the meter and failure to follow the provisions of clause

27.03 of the conditions of supply of electricity, the Appellant/Complainant has filed objections on 24/06/2016, pointing out that the consumption recorded in the meter being uniform and there being no cause to suspect the accuracy and to waive of the revised claim. By an endorsement dated 29-07-2016 the Respondent turned down the objections and once again demanded payment of the amount demanded. It is further stated that on 28/06/2016, the Meter Testing Division has claimed to have replaced the existing CT's claiming them to be faulty. It is alleged that to cover up their false conclusions of slow recording as claimed by the Meter Testing Staff, they have replaced the good CT's provided to the meter by faulty CT's and deliberately furnished in the report dated 28/06/2016 and thereby resorted to falsification of records.

- c) The Appellant/complainant states that due to deliberate falsification of the Meter Testing reports, and again on 16/06/2017, the Meter Testing staff conducted another periodic Meter test, wherein the Serial number of the CT's was found to be different from the one shown during the Meter Test report on 28/06/2016.
- d) It is further stated that being aggrieved by the deliberately falsification and incorrect conclusions of slow recording of the meter which was not reflected in the subsequent recording of the meter a complaint was filed before the CGRF, Kolar through the Respondent No.2 dated 15/09/2016 which was transmitted by them to the CGRF, Kolar. In turn, the CGRF took up the case for hearing on 17/11/2018. During the said hearing, the CGRF has not heard the complainant nor shown any interest to examine the correctness

or falsity of the conclusion of slow recording of the meter. The violation of the provisions of clause 27.03 that regulates the meter testing and measures to be taken in the event the meter was found recording slow was not looked into. After the replacement of the allegedly faulty CT's the pattern of recorded consumption that was almost uniform before and after meter replacement was not looked into. The Meter Testing Staff has in violation of clause 27.03, failed to conduct a Mahazar and did not disclose the representative that the Meter Test entails a back bill, but obtained his signature as a witness to the tests. Therefore, it is alleged that the CGRF failed to look into all these aspects and on the date of hearing turned a blind eye to these glaring omissions on the part of the Meter Testing Division. Hence, the complainant has filed the Application on the following grounds,

- i. The installation of KBP 536 with a sanctioned load of 45 KW was provided with a good and recording ETV meter. The Meter Test carried on 02/05/2016 was faulty and not in accordance with the provisions of Clause 27.03 of Conditions of supply of electricity and hence lacks credence. The resulting bill is liable to be set aside;
- ii. The staff of Meter testing failed to draw a Mahazar as required under law and disclose to this consumer the implication of back bill due to slow recording. Non-disclosure being fatal to the claim and hence the revised bill is liable to be set aside;
- iii. The meter testing staff was duty bound to disclose the provisions of a third party test and provisions to install a parallel meter. Non-disclosure was deliberately to be set aside;

- iv. The action on the part of the CGRF not to look into the provisions of Clause 27.03 of the Conditions of Supply of Electricity, and to shut a blind eye to the glaring lapses committed by the Meter Testing Staff deserves to be commented upon and not to be taken on its face value. The order deserves to be quashed.
3. Both the parties were informed vide letter No. OMB/B/G-308/2018/D-1148 dated 30/11/2018, regarding availability of provisions in Sub-Regulation of Regulation 20 of KERC (CGRF & Ombudsman) Regulation,2004 for settlement through conciliation and mediation and to intimate this authority at the time of hearing on 13/12/2018. However, they have not availed the benefit of the said provisions.
4. This case was taken up for hearing on 13/12/2018, 20/12/2018, 10/01/2019, 17/01/2019 and finally on 21/01/2019.
5. The AEE/Respondent-2, in his reply filed before this authority on 20/12/2018 has said that the Meter Testing Sub-division inspected the installation of the Appellant/Complainant on 02/05/2016 and found that 'B' phase and 'R' Phase CT's were not working, the CT's were tested before the Representative of the Consumer and explained and convinced him about the loss being incurred by BESCOM due to this. The Consumer Representative agreed to the same and put his signature and a copy of the testing report was served on the Consumer Representative. Following the inspection report of Meter Testing Sub-Division, a notice was served on the consumer asking him to pay Rs. 6,63,750/- as back billing charges.

The AEE goes on to say that on 02/05/2016, the Meter Testing Sub-division official showed the testing of C.T to the Consumer Representative, that the C.T was running slow i.e., 52.75%. This report was handed over to the Consumer Representative taking his signature. On 28/06/2016 in the presence of the Consumer Representative, C.T's brought by the Consumer were installed, test conducted and report prepared. The said report was handed over to the Consumer Representative after obtaining his signature. In the report dated 20/06/2016 and in the report dated 16/06/2017 there is a difference in C.T Nos. which is on account of oversight. The tests conducted were in the presence of the Consumer Representative and CTs changed were those which have been brought by the Consumer, hence the meter data has not been downloaded. For the above reasons the CGRF order may be upheld and the Back Billing charges may be directed to be paid by the Consumer/Appellant.

6. The Appellant's Representative on 10/01/2019 has filed his rejoinder to the parawise replies filed by the Respondent-2/AEE and statement of defence on 21/01/2019. It is his contention that the so called Meter calibration on 02/05/2016 lacks creditability due to non-observance of the mandatory provisions contained in the clause 27.03 of Conditions of Supply of Electricity. The omissions are as follows:

- (a) There being no ground to conclude slow recording;
- (b) There was no mahazar drawn or consequences disclosed;
- (c) There was no down loading of data carried out to establish evidence in favour of the conclusions;
- (d) The uniformity in recording of the meter all along was also not taken into consideration.

- (e) There was no justification to claim a back bill spread over a period of 12 months much against the provisions of the Conditions of Supply and facts of the case.
7. In the oral arguments adduced on 20/12/2018, the Representative of the Appellant contended that as per clause 27.03 (iii) of the Conditions of Supply of Electricity, no mahazar was drawn by the inspecting team, check meter was also not installed by the Respondent. These are mandatory clauses. The Appellant further contends that he has not agreed to the BBC. Procedure prescribed under clause 29.03 of the Conditions of Supply of Electricity for making supplemental claims, has also not been followed, to file his objections within 15 days. He further contends that period, month has not been mentioned in the provisional bill. He says that signing of the MT Rating report by Appellant's Representative as a witness does not amount to agreeing to the contents of the report. Even till now the consumption of power by the Appellant has been same as it was before 02/05/2016. Therefore, he has prayed this authority to quash the charge of slow recording in the meter arrived at on 02/05/2016 and the consequential follow up back bill; to quash the orders of the CGRF, Kolar dated 22/11/2018 for not hearing the case consistent with the provisions of KERC (Consumer Grievance Redressal Forum and Ombudsman) Regulations, 2004 and to grant costs.
8. The Respondent 2, AEE, has submitted his written arguments and putforth his oral arguments, by inter-alia stating that on 02/05/2016, Meter Testing Rating Report has been signed by the Representative of Appellant, hence question of downloading the data doesn't arise.

He further submitted that it is true that on 28/06/2016 MT Rating report and replaced CT's Nos. do not tally. He further submitted that, it is also true that CT Nos. differ with the MT Rating report dated 16/06/2017 and the mistake has occurred due to oversight. He further goes on to admit that 15 days notice calling for objections before issuing final demand notice has also not been followed.

9. After perusal of the records submitted and oral & written submissions made by the contesting parties the following issues arise for consideration.

- a) Did the licensee observe all the statutory obligations mandated under Clause 27.03 of Conditions of Supply of Electricity of Distribution Licensees in the State of Karnataka?
- b) Has the Respondent been able to prove that the meter was really recording slow as claimed?

My answer to the above questions are:

- (a) In the negative
- (b) In the negative

- (a) As per clause 27.03 of Conditions of Supply of Electricity, the procedure for conducting test is well defined. It was the bounden duty of the testing staff of the licensee to draw a mahazar and obtain the signature of the consumer or his Representative for witnessing the test and also agreeing to pay the back billing charges. The Respondent has utterly failed to produce any such mahazar.
- (b) The Appellant's Representative has submitted alongwith statement of defence on 21/01/2019, a table showing the consumption of power by the Appellant from January 2015 to January 2019. As per the claim of the Respondent-2, the consumption of power by the Appellant after the change in the meters should have shown around 47.25% increase in the subsequent period. On the contrary the consumption of power by the Appellant has either remained the same or reduced till the period January 2019.



10. In view of the foregoing paras, I proceed to pass the following:

**No. OMB/B/G-308/2018/D-**

**Dated 12/03/2019**

**O R D E R**

- a) The order of CGRF bearing No. No. ಅ.ಅ(ಎ)ಉಲೆನಿ/ಹಿಅಸ/17-18/4835-39 dated 22/11/2018, is set aside;
- b) The back-billing charges of Rs 6,63,750/- (Rupees Six Lakhs Sixty Three Thousand Seven Hundred Fifty only) imposed by the licensee on the Appellant is quashed.

Sd/-

(S.S Pattanashetti)  
Electricity Ombudsman.

- 1) M/s Vasudev Adigas Hotels,  
Ajjappanahalli,  
Kembodi, Kolar.
- 2) Shri M.A. Delvi,  
No.8, 3<sup>rd</sup> Cross, Pottery Town,  
Bengaluru-560046.
- 3) Assistant Executive Engineer (Electrical),  
O & M Sub-Division, Rural, BESCOM,  
Kolar.
- 4) The Chairperson, CGRF,  
Superintending Engineer, BESCOM,  
O & M Circle, Kolar Main Road,  
Kolar.
- 5) PS to Hon'ble Chairman, KERC
- 6) PS to Hon'ble Member (A), KERC
- 7) PS to Hon'ble Member (M), KERC
- 8) PS to Secretary, KERC



