



**BEFORE THE VIDUYUT OMBUDSMAN  
Andhra Pradesh :: Amaravathi**

:: Present ::

**N. Basavaiah, B.Sc, B.L.**

Date: 17-03-2021

Representation No. 31 of 2020-21

**Between**

B.Raj Kumar, D.No. 1-71/1, Ganesh Nagar, Chinamushidiwada, Pendurthi,  
Visakhapatnam

**... Appellant/Complainant**

**And**

1. The Assistant Engineer / Operation/Sujathanagar/APEPDCL, 33/11 KV SS, Sujathanagar, Visakhapatnam - 530040
2. The Assistant Accounts Officer/ERO-GOPALAPURAM/ERO, APEPDCL, Near Power Station, Vepagunta, Visakhapatnam - 530 029
3. The Assistant Divisional Engineer /Operation/PENDURTI/APEPDCL, Operation sub division, Pendurthi, Visakhapatnam
4. The Divisional Engineer / Operation/ZONE-III/APEPDCL, Operation Division, Near Kommadi, Madhurwada, Visakhapatnam - 530048

**....Respondents**

**ORDER**

The above representation came up for final hearing, by way of Video Conferencing, before me at the office of the Viduyut Ombudsman, Vijayawada on 15-03-2021. Both the complainant and the respondents were present. Having considered the representation and submissions of the above parties present, the Viduyut Ombudsman passed the following:

1. This representation has been preferred by the complainant against the order **dated. 19<sup>th</sup> December,2020 in C.G.No: 18/2020 Visakhapatnam**, passed by the **Forum for Redressal of Consumer Grievances in Eastern Power Distribution Company of A.P Limited, Visakhapatnam**, whereby and whereunder the above Forum dismissed the complaint filed by the complainant expressing his grievance against the short billing demand notice dated.17.01.2020 for Rs.24,215-34 Ps issued to him by the second respondent.

2. There is no dispute that the complainant got a 'Solar Power Generation Plant' installed and got a solar meter fixed recording the reading of the power injected into the grid (export) and the power taken from the grid (import), to his residence by the Licensee (APEPDCL) on 19.12.2017, that the Licensee also refunded Rs.2407.85 to the complainant by way of adjustment in subsequent bills on the ground that the import reading ( power consumed by the consumer) was below the power injected to the grid (export) and that on 8.1.2020, the first respondent inspected the above solar net meter, and as he formed to the second respondent that the above service was short billed from January,2018 to January,2020 , the above mentioned short billing demand notice was issued.

3. The case of the complainant is that he gave a complaint on 9.1.2020 to the licensee stating that he was receiving cc bills for excessive amounts continuously, and that thereafter, the above short billing notice was given to him. He prays to take action and resolve the issue. The case of the respondents is that the mistake occurred in this case is only due to inadequate knowledge of the meter reader in recording the export and import readings of the solar meter.

4. No evidence was adduced by both parties. After considering the material available on record, the Forum dismissed the complaint. Not satisfied with the above order, the complainant preferred this representation.

5. The complainant has submitted that as there is no fault on his part, his liability may be reduced to 50% of the demand notice amount and that 20 monthly installments may be granted to him to pay that half of the above notice amount commencing the first installment from 19th March, 2021..

6. The respondents submitted that it is only a mistake of meter reader due to his inadequate knowledge in noting the readings as to the power injected to the grid (export) in the solar meter and supported the order of the Form.

7. The following point is framed for consideration:

**Whether the representation can be upheld ?**

**8.Point:** It is the case of the respondents that the consumer was under billed due to the mistake of meter reader. The complainant did not dispute the above fact and did not show me any provision of law or cite any decision to accept his submission touching the remission of his liability on the ground that there was no fault on his part. For the first time, the above relief is being claimed before this authority. Even the respondents did not show me any provision of law or cite any decision to the effect that the Licensee is authorized to give a demand notice to any consumer like in the present facts of this case. However, It is clear that this is a case of clerical mistake or human error. In the case of U.A.Thandani and another (vs) B.E.S.T undertaking and another, (AIR 2000 Bombay 264), a supplementary bill was issued since multiplying factor was wrongly charged, and a writ petition

was filed challenging the above notice. His Lordship dismissed the writ holding that the demand could be made by the licensee for the unpaid amount for the electricity consumed if the consumer was under billed due to clerical mistake or human error. So, I am inclined to rely upon the above decision. Since the complainant in this case was under billed due to clerical mistake, I am of the view that the complainant cannot escape his liability and that there is no merit in the above submission made by the complainant. So far as the second submission is concerned, I am inclined to consider it to some extent. Clause 21.5 of the Regulation No.3/2016 says that subject to the specific provisions of the said Regulation, the Vidyut Ombudsman shall be guided by the principles of justice, equity and good conscience and may regulate his own procedure accordingly. The respondents did not show me any provision of law barring this authority to grant installments to a consumer like in this case. I did not find any provision of law made in the Act or the Regulation made by the Hon'ble APERC barring this authority to grant installments to the consumer to pay the arrears amount. Under clause 4.6. of Electricity Supply Code (Regulation No.5/2004), the Licensee has got discretion to grant installments for payment of arrears. Considering the facts and circumstances of this case coupled with the above clauses, I am inclined to grant Twelve equal monthly installments commencing from 19th March,2021. For the above reasons, I am of the opinion that the complainant is not entitled to any relief except installments and that the representation cannot be upheld. This point is, thus, answered.

9. In the result, I confirm the order of the Forum, permit the complainant to pay the arrears amount due to the Distribution Licensee in twelve equal monthly installments commencing from 19th March,2021 onwards. It is observed that the

respondents are at liberty to disconnect the electricity supply if the complainant commits default in payment of any one of the above installments. This representation is, thus, disposed of. No costs.

10. A copy of this order is made available in the website:

**[www.vidyutombudsman.ap.gov.in](http://www.vidyutombudsman.ap.gov.in)**

This order is corrected and signed on 17th March, 2021

**Sd/- N.Basavaiah**  
**VIDYUT OMBUDSMAN A.P**

**To**

1. The Assistant Engineer / Operation/Sujathanagar/APEPDCL, 33/11 KV SS, Sujathanagar, Visakhapatnam - 530040
2. The Assistant Accounts Officer/ERO-GOPALAPURAM/ERO, APEPDCL, Near Power Station, Vepagunta, Visakhapatnam - 530 029
3. The Assistant Divisional Engineer /Operation/PENDURTI/APEPDCL, Operation sub division, Pendurthi, Visakhapatnam
4. The Divisional Engineer / Operation/ZONE-III/APEPDCL, Operation Division, Near Kommadi, Madhurwada, Visakhapatnam – 530048
5. B.Raj Kumar, D.No. 1-71/1, Ganesh Nagar, Chinamushidiwada, Pendurthi, Visakhapatnam

**Copy To:**

1. The Chairman, C.G.R.F., APEPDCL, P & T Colony, Seethammadhara, Near Gurudwara Junction, Visakhapatnam – 530 013.
2. The Secretary, APERC, 11-4-660, 4th Floor, Singareni Bhavan, Red Hills, Hyderabad - 500 004