



BEFORE THE VIDYUT OMBUDSMAN
Andhra Pradesh :: Amaravathi

:: Present ::

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

Date: 17-08-2021

Representation No.12 of 2021-22

Between:

A. Ramanatha Reddy, Area Manager, Jio Infocom Ltd., Tower Mall, 4th Floor,
Anantapur **... Complainant**

And

1. Assistant Accounts Officer/ Tadipatri CCO
2. Assistant Executive Engineer / O / Putlur
3. Deputy Executive Engineer/O/Tadipatri CCO
4. Executive Engineer/O /Gooty

... Respondents

ORDER

The above representation came up for final hearing, by way of Video Conferencing, before me at the office of the Vidyut Ombudsman, Vijayawada on 04-08-2021. Mr.M.Prahastha, the advocate for the complainant, and the respondents 1 to 4 were present. Having considered the representation and submissions of the above parties present, the Vidyut Ombudsman passed the following:

1. This representation has been preferred by the complainant against the order **dated 02nd day of June, 2021 in C.G.No:158/2019-20/Anantapur Circle,** passed

by the **Forum for Redressal of Consumer Grievances in Southern Power Distribution Company of A.P Limited, Tirupati**, whereby and where-under the above Forum passed an order directing the respondents to revise the bill and issue bill from the actual date of releasing of service connection as per the version of the complainant i.e. 10.04.2017 to till the meter was replaced on 22.03.2019 with a final reading of '90792' and second bill from the date of change of meter i.e. 22.03.2019 with initial reading of '0' and issue revised bill within 15 days from the date of receipt of this order with an observation that the amount paid by the complainant as per orders in I.A.No.10/2019-20 shall be adjusted in the revised bill.

2. The facts not in dispute are that giving the electricity service connection to the cell tower site of the complainant at Ellutla village of Ananatapur District on 10.04.2017, the licensee issued the first cc bill for Rs.5333/ on 10.10.2018 showing meter readings as 1 KWH - 520 KWh (519 units) and the subsequent monthly CC bills from November, 2018 to March, 2019 showing meter readings as 520 KWh-2720KWh (2200 units), 2720KWh -5005KWh (2285 units), 5005KWh-8502KWh (3497 units), 8502KWh-71490KWh(62988 units) and 71490KWh--90792 KWh(19302 units), respectively, that receiving the cc bills for the months of February and March, 2019, the complainant gave a complaint about the correctness of the meter, and as such, the old meter was re-placed with a new meter and was tested not in the presence of the consumer with Electronic Test Bench on 23.03.2019, and the report, without filling the column in it with regard to the final reading of the meter, was issued to the effect that the meter performance is satisfactory and that on the request of the complainant, the old meter was again tested in the presence of the consumer with Electronic Test

Bench on 27.07.2019, and the report by filling the columns and noting the final reading of the meter as 13504.9 KWh on the basis of the Data existing in Meter Memory, was issued to the effect that the performance of the meter is satisfactory. Thereafter, the complainant filed the complaint before the Forum alleging that the final reading along with meter memory noted in the test report dated.27.7.2019 as 13505 KWh does not suit with the abnormal meter readings mentioned in the monthly cc bills of February and March stated supra, that if the calculation on the basis of actual site load is made, the monthly average consumption will be 1300 units , and the total amount due for 27 months will be Rs,3,42,698.58, but the complainant already paid the licensee Rs.1,73,758/-, that due to delay in the above issue, supply was disconnected on 28.05.2019 and that therefore, it prays to look into the issue and clear the same for payment of the balance.

3. The case of the first respondent, who alone filed his response, is that though the meter was installed in 2017, the service was actually released on 3.8.2018 due to some technical problems, and as such, the meter readings were not recorded properly till January,2019, and the accumulated actual reading was billed in those two months , that due to non-payment, service was disconnected and the service was billed in UDC in 04/2019, that after recording one lakh units, the meter dial will change automatically and start reading from '1' and as such, in the second report, the memory of the meter is noted as 13505 KWh and that therefore, the bills issued are correct..

4. No evidence was adduced before the Forum on behalf of both parties. Passing an interim order in I.A.No.10/2019-20 for restoration of power supply subject to

payment of 1/4 of the disputed amount i.e. Rs.2,19,100/- the Forum, on the basis of material available on record, passed final orders as stated supra. Not satisfied with the above final order, the complainant preferred this representation. No evidence has been adduced by both parties even before this authority.

5. Submitting the facts of this case and the written submissions, the advocate for the complainant in his oral submissions mainly submitted that there is no recorded proof that the meter reading was 90792, that the licensee is not entitled to raise bills on cumulative readings and giving a monthly bill for 18 months is against the provisions of the Electricity Supply Code, that as per the Regulations of Central Electricity Authority, metered data is to be recorded, and the licensee violated the provisions of the Electricity Supply code as well as the Regulations of Central Electricity Authority, that the licensee did not look into the request of the complainant made in its letter dated.20.6.2019 to consider the data with respect to other cell towers in that area and that no reason for excess billing for January and February, 2019 is assigned by the licensee or the Forum. The complainant in his written submissions on the similar lines of the above oral submissions stated that the Forum erred in accepting the contention of the licensee that the reading shown in cc bill for January, 2019 as well as February, 2019 was a cumulative reading from April, 2017 to February, 2019 without any material evidence and failed to adjudicate the above aspect, that the load consumption data furnished on behalf of the complainant for the billing period from April,2017 to February,2019 is a plausible and justifiable basis, but the Forum failed to consider the above aspect, that the Forum did not quote any provision of law empowering the licensee to raise a bill for those months with a cumulative reading for a period 22 months without any record, that though the licensee violated the provisions of

Electricity Supply Code, yet the Forum condoned those gross violations, that even as per 14(2)(b) CEA (Installation and Operation of Meters Regulations, 2006 amended in December, 2019), the licensee is required to duly record metered data and to ensure to maintain accounts for the electricity consumption, but it violated those regulation, that discrepancy between the Final reading of the meter noted as 90792 KWh as on 3.3.2019 and the reading of it noted as 13504.9 KWh in the second test report is not considered by the Forum, that the Forum ought to have directed the licensee to issue a revised invoice for the period from April, 2017 to February, 2019 based on the above final reading noted in the second test report, and that therefore, it prayed to direct the licensee to issue a revised invoice for the period from April, 2017 to February, 2019 based on the actual load consumption data provided by the complainant in respect of its EB service connection or alternatively, on the basis of final meter reading(13504.9 KWh) obtained in the second meter test reading conducted on 27.07.2019 and grant other reliefs.

6. It is submitted by the respondents in their written submissions that taking approval of the licensee and entrusting the turnkey work to a third party, the complainant made a single payment at the corporate office, Tirupathi for release of electricity supply for all its 4G towers and got the service connection physically released on an urgent basis in this case on 10-04-2017 contra to the normal process and procedure, that as the payment was not updated in the CSC portal, there was some delay, and the service was released on 3.8.2018 after the conversation made with the corporate office, that as the complainant did not follow the regular process and as such, this problem had arisen, and the meter readings were not recorded properly, that before issuing the first bill, as the third

party to whom the turnkey work was entrusted told the lineman that he would pay only lighting units and that the complainant would pay the total electricity charges from 4/2017 to 8/2018, the lineman took only manual readings and got the first bill issued for only 519 units, that the consumption units mentioned in the cc bills for the months of 01/2019 and 02/2019 is the accumulated consumption of recorded units from 1.4.2017 excluding the billed units from 9/2018 to 12/2018, that the meter dial automatically changes starting from '1' after recording one lakh units, that the reading 13505 units noted at the time of second test of the meter on 27.07.2010 is the correct meter reading at the time of the removal of that meter, that the licensee already sustained loss as per the orders of the Forum, that the submission made on behalf of the complainant that the total consumption for 24 months is only 13505 units is irrational even as per its submission that the average consumption is in between 1100 and 1300 units, that though the contract load is 8 KW, yet the recorded load is above the contracted load and that therefore, there are no merits in the case of the complainant and the representation may be dismissed.

7. The advocate for the complainant submitted in his reply that the delay is to be attributable to the licensee only and as such, the complainant cannot be blamed for the delay and that the submission as to the conversation between the lineman and the third party is made for the first time before this authority.

8. The following point is framed for determination:

Whether the complainant is entitled to any relief in this case?

9. Point: At the outset, I would like to say that there is no much substance in any of the above submissions made on behalf of the complainant, and I am of the

view that the complainant is not entitled to the relief including the alternative relief claimed by it as they are not legally permissible. The complainant did not seek any specific relief in its complaint, but the advocate for the complainant in his submissions prayed for a direction to the licensee to issue a revised invoice for the period from April,2017 to February,2019 based on the actual load consumption data provided by the complainant in respect of its EB service connection or alternatively, on the basis of final meter reading (13504.9 KWh) obtained in the second meter test reading conducted on 27.07.2019 without quoting any provision of law or any decision supporting the above submission as to seeking relief. The Forum observed in its order that as the connected load is 12.5 KW, the monthly consumption will be 12.5 KWx8 hoursx30 = 3000 units under normal conditions and that the consumption for two years will be 72000 units, but the cell tower will be in operation round the clock. It also observed that even assuming the consumption of 1300 units per month given by the complainant is correct, total units will be more than 13,500 units. Assigning the above reasons besides the reason that the meter was in a good condition and that the licensee gave valid reasons for appearing '13505' units of consumption in the meter at the time of second test and considering the relevant facts and aspects, the Forum passed reasoned orders stated supra taking the reading as 90792 units instead of 1,13,505 units. There is no dispute that the first meter installed to the premises of the complainant is not defective. The fact that after recording one lakh units, the meter dial will automatically change and start reading with '1', is also undisputed. There is no dispute that the meter readings were not recorded properly. The complainant was happy at the time of receiving the first cc bill after a period of 18 months for only 519 units and did not raise any dispute at the time

of receiving three subsequent monthly bills for 2200 units, 2285 units and 3497 units. It only raised a dispute after receiving the disputed cc bills for 62988 units and 19302 units. It is for the complainant to place the necessary material to get relief/s as claimed. That is not done in this case. Considering the fact not in dispute that after recording one lakh units, the meter dial will automatically change and start reading with '1' besides the fact as to the period between the date of installing the meter and the date of testing of it, I am of the view that the alternative relief claimed in this case is not just.

10. Now, I am inclined to consider the submissions made on behalf of the complainant. It is true that the submission made on behalf of the respondents that taking approval of the licensee and entrusting the turnkey work to a third party, the complainant made a single payment at the corporate office, Tirupathi for release electricity supply for all its 4G towers and got the service connection physically released on an urgent basis in this case on 10-04-2017 contra to the normal process, is not based on any specific pleading on behalf of the respondents. But, the advocate for the complainant did not dispute the truth of the above facts at the time of hearing. The pleading of the respondents is simple that though the meter was installed in 2017, the service was actually released on 3.8.2018 due to some technical problems. Even if the above submission on behalf of the licensee is excluded from consideration on the ground that the above submission is made for the first time before this authority, it will not affect the result of this case. The submission that there is no recorded proof that the meter reading was 90792 has no merit as the complainant itself admitted in its complaint that it received the CC bill with the above reading and as the fact that after recording one lakh units, the meter dial will automatically change and start

reading with '1', is also undisputed. The next submission is that the licensee is not entitled to raise bills on cumulative readings and giving a monthly bill for 18 months is against the provisions of the Electricity Supply Code. It is true that the licensee shall issue the first cc bill for all services energised during billing cycle, before end of next billing cycle as per clause 4.1.4 of the Supply Code but issued the first bill not in accordance with the above provisions of the Electricity Supply Code. Even the complainant did not report on the above aspect to the designated officer of the licensee who shall arrange for issue of the bill within next 14 days as per clause 4.1.4 of the Supply Code. The subsequent bills shall be issued at a periodicity of not more than two months as per clause 4.1.1 of the above Code. However, that code does not contain any specific provision prohibiting the licensee from raising bills on cumulative readings or giving any option to consumer as to payment of electricity charges if bills are raised on cumulative readings. The consequences of non-observing the provisions of the above code by the licensee are not incorporated in the above code. Therefore, I am of the view that those provisions are only directory, and the consumer cannot escape from his liability to pay the amount due for the electricity consumed already on the ground that the cc bills were issued not in accordance with the actual meter readings. Hence, I am unable to accept the above submission. The submission touching Regulation 14 (2) (b) CEA (Installation and Operation of Meters Regulations, 2006 (amended in December,2019)) has no application to this case as the transaction in this case is prior to December,2019. Other submission that the licensee did not look into the request of the complainant made in its letter dated.20.6.2019 to consider the data with respect to other cell towers in that area, has no merit and is absurd as provision of law imposing an obligation on

the part of the licensee touching the above aspect is not brought to my notice to consider the above request of the complainant in the present facts of this case and as the readings in undisputed cc bills received by the complainant in this case are not consistent. Apart from it, there is no material to say that the readings of all the remaining meters installed at the other towers of the complainant are consistent and uniform. If the billing as per the above submission is possible, there will be no need to install separate meters for different 4G towers of the complainant in that area; only one meter at one tower for all 4G Towers of the complainant in that area is sufficient, and the reading of the said meter can be alone taken into consideration for the purpose of billing of the other towers. The final submission that no reason for excess billing for January and February, 2019 is assigned by the licensee or the Forum, also has no merit. The licensee as well as the Forum assigned the reason with respect to the above aspect. The pleading of the respondents is that due to the technical problem, the meter readings were not recorded properly till January, 2019, and the accumulated actual reading was billed in those two months. But the complainant did not file any rejoinder disputing the above alleged technical problem. We can infer that the complainant admitted the above technical problem and knew that the meter readings were not recorded properly till January, 2019 and that the accumulated actual reading was billed in those two months. No personal animosity is attributed to any one of the employees of the licensee company including the respondents against the complainant, and there is no particular reason forthcoming as to why the respondents are making a dishonest claim against the complainant in order to hold that the version of the respondents is improbable.

11. In Assistant Engineer(D1)Ajmer Vidyut Vitran Nigam Limited and Another (vs) Rahamtullah Khan alias Rahamjulla, Civil Appeal No.1672/2020 arising out of SLP (civil) No.5190/2019 (un- reported decision), while interpreting section 56 of the Electricity Act, 2003, the Hon'ble Supreme Court observed that sub-section (1) of Section 56 of the Electricity Act, 2003 confers a statutory right to the licensee company to disconnect the supply of electricity if the consumer neglects to pay the electricity dues, and this statutory right is subject to the period of limitation of two years provided by sub-section (2) of Section 56 of the Act, that the liability to pay arises on the consumption of electricity and that the obligation to pay would arise when the bill is issued by the license, quantifying the charges to be paid". In my view, issuance of the bill is the sole consideration. Though the ratio (limitation aspect) in the above Judgment is not directly applicable to the facts of this case, yet the above observation underlined is to be noted with great significance. It appears the only bar to the claim of the licensee under the Electricity Act, 2003 is the limitation aspect prescribed under section 56 (2). It is not the case of the complainant that the claim is barred under section 56 (2). The period of limitation of two years has not expired. For the above reasons, I am of the opinion that the complainant is not entitled to any relief. This point is, thus, answered.

12. In the result, the representation is dismissed. No costs.

A copy of this order is made available at **www.vidyutombudsman.ap.gov.in**

This order is corrected and signed on this the 17th day of August, 2021

Sd/- N. Basavaiah
VIDYUT OMBUDSMAN, AP

To:

1. A. Ramanatha Reddy, Area Manager, Jio Infocom Ltd., Tower Mall, 4th Floor, Anantapur – 515 001
2. Assistant Accounts Officer/ Tadipatri CCO
3. Assistant Executive Engineer / O / Putlur
4. Deputy Executive Engineer/O/Tadipatri CCO
5. Executive Engineer/O /Gooty

Copy To:

6. The Chairperson, C.G.R.F., APSPDCL, 19/13/65/A, Srinivasapuram, Near 132 kV Sub-station, Tirchanoor Road, Tirupati- 517 503.
7. The Secretary, APERC, 11-4-660, 4th Floor, Singareni Bhavan, Red Hills, Hyderabad - 500 004.