



BEFORE THE VIDYUT OMBUDSMAN
Andhra Pradesh:: Amaravati.

: Present :

Vinnakota Venkata Prasad
Former District & Sessions Judge
Vidyut Ombudsman

The 17th day of November, 2023

Representation No.09 of 2023-24

Between

Sri Yedla Satyanarayana, D.No.8-53, Main Road, Lankelapalem, Anakapalli,
Visakhapatnam District. **Representationist**

And

- 1.The Assistant Project Engineer/Operation/APEPDCL, Lankelapalem.
- 2.The Assistant Accounts Officer/ERO/APEPDCL, Lankelapalem
- 3.The Deputy Project Engineer/ Operation/ APEPDCL/ Lankelapalem
- 4.The Executive Engineer/ Operation/ APEPDCL/**Kasimkota**

.....**Respondents**

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This representation having come up for final hearing on video conference before me on **10.11.2023** in the presence of the Representationist, the Representative of the Representationist, and the respondent Nos.1 and 2 and also the 3rd respondent who is also authorized by the 4th respondent to appear on his behalf, stood over for consideration till this day, and the Vidyut Ombudsman delivers the following:

ORDER

1. Having been aggrieved by the orders dated 01.06.2023 rendered by the Forum for Redressal of Grievances of the Consumers in Eastern Power Distribution Company of A.P Limited, Visakhapatnam in C.G.No.79/2023 dated 01.06.2023, the complainant therein directed this present representation under clause No. 18 r/w

19.2 of Regulation No.3 of 2016 seeking reduction of the bill issued in a sum of Rs.52,906/- for 5606 units for the month of April, 2022 for his Domestic Single Phase Service Connection under Category -1, bearing S.C.No.1172756641002094.

2. The averments in the printed representation and its annexed detailed representation are as follows INNUSE:

(a) The representationist was paying the electricity bills regularly in accordance with the demand bills issued by the department. When the bills from the month of November, 2021 to February, 2022 were being given for higher amounts, he complained to the department. The officials came and changed the meter. But the bill for the month of April, 2022, was issued for Rs.52,908/- for 5,606 units. It is totally wrong bill. If the consumption for the period prior to change of meter i.e., from April, 2021 up to the month of October, 2021 and the period after change of the said meter i.e., from May, 2023 to September, 2023 is compared, the truth would be known.

b) Even as per the allegation of the employees of the department, the consumption on functioning of all the electrical gadgets in the house for a month is 597 units. If seen, after change of the meter for any month, the consumption did not reach 597 units. It is evident from the readings recorded by the department.

c) When complained to the CGRF, Visakhapatnam, the CGRF also ordered for payment of entire demand amount.

d) The representationist is a small merchant in Trade Fairs. It is the livelihood of his family. He is put to mental strain on account of this huge demand.

e) Therefore, this representation is made seeking cancellation of this wrong bill.

3. This representation was received at this office on 30.06.2023 under inward No.164, whereas the order of CGRF in C.G.No.79 of 2023 was made on 01.06.2023. The same was returned on 03.07.2023 with certain objections. The same was represented again on 10.10.2023 under inward Number 287 along with a delay condonation petition stating that the said return letter was not delivered to them until 21.09.2023 and postal tracking, they approached the post office and took return of the said return letter, along with an endorsement of post office dated 23.09.2023 for the said delay in delivery of the said cover.

4. Since the re-representation was represented beyond the time prescribed under clause No.19.2 of the Regulation No.3 of 2016 the application submitted for condonation of delay was numbered on as I.A. No. 7 of 2023-24 on 11.10.2023 and posted to 16.07.2023 for hearing on video conference. The matter was posted to 19.10.2023 at request of the relative of the representationist since

the representationist was said to be hospitalized and his son who is authorized to represent him had to attend on this representationist at the hospital. On 19.07.2023 since I.A.No.7 of 2023-24 was heard and allowed and the delay in re-representation was condoned.

5. Thus, after condonation of the delay in presentation of this representation as stated supra, on **19.10.2023**, **this representation was taken on file on 20.10.2023**, and the matter was posted to **27.10.2023** for appearance and hearing on Video Conference. Notices were issued to both sides by email and also by post for making their appearance either personally or through agent or advocate as is permissible under clause 21.8 of Regulation No. 3 of 2016, through video conference and to submit the counter of the respondents and the evidence if any, so desired by both the parties by post/courier in advance and for hearing.

6. On 27.10.2023, the Representationist and his representative, the respondent Nos. 1 and 3 were present on Video Conference. Respondent Nos.1 and 3 reported that Respondent Nos.1 to 4 have sent counters by Registered Post or Courier but the same were not received by then and as such the matter was posted 01.11.2023 for receipt of counters.

7. In the mean while on 28.10.2023, the counter from the 1st respondent under inward No.313, the counter from the 3rd respondent under inward No.314 and the counter from the 4th Respondent under inward No.315 were received by courier under same cover. The counter of the 2nd respondent was received on 30.10.2023 under inward No.316 by courier.

8. **The averments in the counter submitted by the 1st respondent are as follows in nutshell:**

(a) After repetition of the contents of representation, it is stated that the said service connection No.1172756641002094 was released under Category-1 with connected load of 1kW on b/o Sri Yedla Satyanarayana of Lankelapalem Village, Lankelapalem section. During the regular billing cycle, in the month of 03/22, the meter reader observed huge difference in the monthly consumption as there might be some internal fault in the house and the same was informed to the consumer. Thereupon, the consumer sought for meter testing vide CS.No.22202255630344 on 22.03.2022, and as per the request the meter was changed with new 1 phase energy meter and then the removed 1 phase meter was tested by the MRT officials and as per the MRT test report, it is stated "the meter was tested and performance is found satisfactory." The copy of the test report is submitted herewith.

b) In this regard basing on final reading in the removed meter, the April, 2022, the consumption was finalized to 5606 basing on par with the LT MRT Test Report and the consumer was also informed that the condition of the meter was good.

c) Further, as per the inspection of the said service connection by the line staff, it was observed that the connected load was of 2.475kW.

d) Further, the energy consumption for the electrical appliances available was arrived at as follows in accordance with the Clause No.9.3 of the GTCS;

S.No	Appliance Name	Wattage	Number	LUF	Watts Hr	Per days	Units per day
1	CFL/LED bulbs	9	15	0.8	8	1	0.864
2	Refrigerator	200	1	0.8	18	1	2.88
3	Table Fans	40	1	0.8	8	1	0.256
4	Ceiling Fans	60	5	0.8	8	1	1.92
5	TV	150	1	0.8	8	1	0.96
6	Washing Machine	375	1	0.8	1	1	0.3
7	Inverter	900	1	0.8	15	1	10.8
8	Juice Mixer	200	1	0.8	4	1	0.64
9	Tube Light	40	5	0.8	8	1	1.28
Total Units per day							19.9
Number of days							30
Total Units (for 30 days)							597

e) From the above calculation, it clearly explicates that the consumption of units might have been suppressed or any internal fault in the electrical appliances of the above service connection.

f) When the complainant approached the CGRF, Visakhapatnam, it made an order as follows:

" In the result, the grievance of the complainant is partly allowed,

- 1) The demand raised in 04/2022 for 5606 units is set aside.
- 2) The departmental authorities/respondents are directed to revise the said bill duly apportioning of 5606 units for one year

as observed in para 24 and adjust excess amount, if any paid, in future bills.

- 3) The complainant is permitted to pay the revised apportioned bill amount in three monthly equal instalments along with regular CC bills. "

g) On the premise of the said order the Assistant Accounts Officer/ERO/Kasimkota revised the CC bill by duly withdrawing the demand to a tune of Rs.5,908/- and apportioned the consumption of 5606 units for one year i.e., from 05/2021 to 04/2022 to the said service connection and communicated the same to the consumer vide letter dated 12.06.2023 to pay the revised C.C. Bill for Rs.47,321/- Payable in 3 instalments along with the regular CC bills. But the consumer refused to acknowledge the said letter. Hence the same was affixed to the wall of consumer premises. Copy of the letter is herewith enclosed for perusal.)

h) The above complainant is paying the CC bills by leaving the arrear amount till date for the units which were apportioned for 12 months as per the orders of eh CGRF, Visakhapatnam.

9. The averments in the counter submitted by the 1st respondent are as follows in concise:

a) This consumer is having service connection at Lankelapalem with S.C.No.1172756641002094 under Category-1, LT Domestic, with load of 1kW in the name of Yedla Satyanarayana.

b) The above meter was changed on 15.03.2022 with final reading at 29599 and bill was issued for 5606 units in a sum of Rs.52,965.8/- under meter change status in the month of 04/2022.

c) The consumer challenged the meter vide CSC No.22202255630344 on 30.03.2022. Thereupon, the meter was tested by the MRT officials and they declared that "The meter was tested and the performance is found satisfactory"

d) As the MRT report, the function of the meter is satisfactory and hence the consumer is liable to pay the CC charges. The consumer was informed to pay the demanded amount for the month of 04/2022.

e) The consumer lodged complaint before the CGRF, Visakhapatnam in C.G.No.79/2023 and the same was disposed off with the following order.

" In the result, the grievance of the complainant is partly allowed,

- 1) The demand raised in 04/2022 for 5606 units is set aside.
- 2) The departmental authorities/respondents are directed to revise the said bill duly apportioning of 5606 units for one year as observed in para 24 and adjust excess amount, if any paid, in future bills.
- 3) The complainant is permitted to pay the revised apportioned bill amount in three monthly equal instalments along with regular CC bills. "

f) Accordingly, the bill was revised duly withdrawing a sum of Rs.5,908/- and apportioning the consumption of 5606 units for one year i.e., for the period from 05/2022 to 05/2023 to this service connection and the same was intimated to the consumer by notice for payment of an amount of Rs.47,321/- in three instalments along with the regular bill. The compliance report was also submitted to the CGRF.

g) The ledger details of this service connection are as follows:

Month	Op Rdg	Cl ridge	Bi d uit s	Op sta t	O B	Deman d	Sub sidy Tari ff	Net Deman d	collec tion	Rectified Journals			CB
										Dr	Cr	To tal	
01/2021	20414	20558	174	1	0	582	0	582	582	0	0	0	0
02/2021	20558	20794	206	1	0	724	0	724	0	0	0	0	724
03/2021	20794	20999	205	1	724	742	0	742	1466	0	0	0	0
04/2021	20999	21198	199	1	0	673	0	673	673	0	0	0	0
5/2021	21198	21450	252	1	0	1284	0	1284	1284	0	0	0	0
06/2021	21450	21632	182	1	0	621	0	621	621	0	0	0	0
07/2021	21632	21856	224	1	0	859	0	859	859	0	0	0	0
08/2021	21856	22050	194	1	0	665	0	665	665	0	0	0	0

09/2021	22050	22220	170	1	0	652	0	652	652	0	0	0	0
10/2021	22220	22220	150	2		567	0	567	567	0	0	0	0
11/2021	22220	22611	391	1		2362	0	2362	2362	0	138	138	-137.8
12/2021	22611	22995	384	1		2306	0	2306	2168	0	0	0	0.2
01/2022	22995	23448	453	1		3010	122	2888	2889	0	0	0	-0.8
02/2022	23448	23992	544	1		3919	164	3755	0	0	0	0	3754
03/2022	23992	23992	0	1		60	0	60	3872	0	0	0	-57.8
04/2022	23992	0	5606	9		53619	653.2	52965.8	0	0	0	0	52908
05/2022	0	200	200	4		939	0	939	0	0	0	0	53847
06/2022	200	579	379	1		2477	0	2477	0	0	0	0	56324
07/2022	579	780	201	1		970	0	970	0	0	0	0	57294
08/2022	780	1015	235	1		1265	0	1265	5265	0	0	0	53294
09/2022	1015	1245	230	1		1218	0	1218	0	0	0	0	54512
10/2022	1245	1475	230	1		1214	0	1214	2500	0	0	0	53226
11/2022	1475	1625	150	1		710	0	710	709	0	0	0	53227
12/2022	1625	1795	170	1		831	0	831	831	0	0	0	53227
01/2023	1795	1966	171	1		837	0	837	830	0	0	0	53234
02/2023	1966	2111	145			680	0	680	0	0	0	0	53914
03/2023	2111	2314	203	1		1031	0	1031	0	0	0	0	54945

10. The averments in the counter submitted by the 3rd and 4th Respondents are akin to the counter presented by the 1st respondent and as such the same are not reproduced.

11. On 01.11.2023, the Representative of the Representationist and the Respondents 1 to 4 were all present on V.C. Ex.P1 to P7 were marked on behalf of the Representationist. Ex.R1 to R10 were marked on behalf of the Respondents. All the documents marked are xerox copies. As the Meter Test Report copy submitted was not properly visible, the Respondents were directed to submit a visible/legible Meter Test Report and the matter was posted for hearing to 07.11.2023.

12. On 07.11.2023 the Representative of the Representationist and the Respondents 1 to 4 were all present on V.C. But the Meter Test Report copy said to have been sent by the Respondents was not yet received and hence the matter was posted to 10.11.2023.

13 . On 10.11.2023, the Representative of the Representationist, the Representationist and the Respondents 1 to 4 were all present on V.C. The xerox copy of the Meter Test Report was received in the mean **while and the same was marked as Ex.R11**. Heard both sides and the matter was posted for orders to 17.11.2023. For the purpose of verification of the billing dates mentioned in Ex.P5 though there was no dispute from the respondents as regards the billing dates, the consumption details with billing dates is obtained from BILL DESK and the same is marked as Ex.C1.

14. It is not inapposite to mention that all the daily docket orders and the orders in matters are all being displayed on the Web site of this Ombudsman on the relevant dates to enable the parties or others to have access to the day to day proceedings taken place before the ombudsman.

15. a) **Before dealing with the rival contentions**, it has to be made clear that as envisaged under section 42 (6) of The Electricity Act, 2003, any consumer, who is aggrieved by non-redressal of his grievances under sub-section (5) of the said Act, may make a representation for the redressal of his grievance to an authority to be known as Ombudsman to be appointed or designated by the Hon'ble State Commission.

b) Regulation No.3 of 2016 under clause 18 r/w clause 19.2 also deal with presentation of a representation to the Vidyut Ombudsman against the order of the Forum within 30 days from the date of receipt of the order of the Forum.

c) Though the caption of G.T.C.S.14.9 reads as 'appeal before Vidyut Ombudsman', it is crystal clear from the wording employed under the said clause

No.14.9.1 of GTCS, that **'the consumer may make only a representation to the Vidyut Ombudsman if the consumer is not satisfied with the decision of the Forum'**.

d) **The Hon'ble APERC by order dated 02.03.2021 issued 'Practice Directions' wherein it is categorically held that 'the Vidyut Ombudsman does not sit in appeal to consider a point of law alone or that he sits in judgment over the pleadings or evidence recorded before the Fora'.**

e) **As such, any of the grounds urged as regards omissions or commissions made in the order of CGRF do not fall for consideration.**

f) **Thus, this Vidyut Ombudsman has nothing to do with the merits or demerits of the order made by the CGRF.**

g) **Thus, Representation to the Vidyut Ombudsman is another opportunity to the consumer to seek redressal of his grievance when he could not get redressal of his grievance before the Forum.**

h) **However, without approaching the CGRF, no consumer can directly approach the institution of the Vidyut Ombudsman for redressal of his grievance since section 42 (6) of The Electricity Act, 2003 envisages that any consumer, who is aggrieved by non-redressal of his grievances under sub-section (5), may (only) make a representation for the redressal of his grievance to an authority to be known as Ombudsman to be appointed or designated by the State Commission.**

i) **While, Clause 18 (1) provides presentation of representation before the Vidyut Ombudsman by a complainant, Clause 19.2 of Regulation No.3 of 2016 envisages that a representation may be filed before the Vidyut Ombudsman against the order of the Forum within 30 days from the date of receipt of the order of the Forum.**

j) **Section 42(5) of The Electricity Act,2003, mandates for establishment of CGRF by the Distribution Licensee for redressal of grievances of the consumers in accordance with the guidelines as may be specified by the Hon'ble State Commission.**

k) **Therefore, it is for the parties to the representation to lead the necessary evidence and put forth their contention afresh before the Vidyut Ombudsman, and the Vidyut Ombudsman may have to dispose of the representation basing on such material produced by the parties before the Vidyut Ombudsman without reference to the merits or demerits in the order of the Forum.**

(l) But the order of Vidyut Ombudsman shall prevail over the order of the CGRF, else there is no need to constitute Vidyut Ombudsman to redress the unsatisfied grievances of the consumers.

16. Now, the point for consideration is:

Whether the representationist who is the holder of domestic electrical service connection bearing No. 1172756641002094 is entitled to the relief of cancellation of the bill issued in the month of April,2022 as prayed for?

POINT: Relief for cancellation of electricity bill issued to the representationist in the month of April,2022:

17. It is the case of the representationist that the demand under the bills from the month of November,2021 to February,2022 for his domestic electrical service connection bearing No. 1172756641002094 was at high, and as such, he complained the same to the department in consequence of which, the officials changed the meter, but thereupon the bill for the month of April,2022, was issued for an abnormal amount of Rs.52,908/- for 5,606 units which is totally wrong and that his consumption used to be very less.

18. In support of his contention, he seeks comparison of his consumption for the period prior to change of meter and also the period after the disputed bill issued in the month of April i.e., from May, 2023 to September,2023.

19. There is no dispute with the fact that the said domestic service connection belongs to the Representationist.

20. The representationist did not submit copy of any application said to have been presented by him to the department as regards the hike in the bills from the month of November,2021 to February,2022. He did not file even the copy of the said abnormal bill issued in the month of April,2022. Of course, there is no dispute with the factum of issuance of bill for payment of Rs.52,908/- in the month of April,2022.

21. The representationist submitted **Ex.P2** xerox copy of the letter dated 20.10.2022 said to have been addressed to the Executive Engineer for reduction of the bill informing him that the said bill is abnormal, and his monthly consumption either prior to or after the impugned bill would reveal the said fact. The fact that as regards the said abnormal bill issued in the month of April, 2022, he submitted the original of **Ex.P2** dated 20.10.2022 to the Executive Engineer does not in any way clinch the issue.

22. It only reveals that he addressed Ex.P2 letter about nearly six months after the issue of the impugned bill, to the Executive Engineer expressing his objection to the impugned bill. The said letter is dated 20.10.2022. The impugned bill is of the month of April,2022. Even the said letter under **Ex.P2** does not disclose any prior attempt to present his objection to the said impugned bill, either orally or in writing. The consumption details were furnished in his letter under **Ex.P2** but he did not file the copies of those bills. There is no material placed to show that the said letter under **Ex.P2** was posted or served on the addressee therein. Of course, Ex.P3 is the copy of the complaint submitted to the CGRF in the year,2023.

23. **Ex.P4** reveals that it is the consumption and payment history for the months of January,2021 and February,2021 and Ex.P5 also discloses that it is the consumption and payment history for the months from May,2021 to March,2022. **Ex.P6** exhibit details of the consumption and payment history for the said service connection for the period from April,2022 to March,2023. **Ex.P7** is also said to be the consumption and payment history for the said service connection for the period from April,2023 to September,2023. It is not known whether **Ex.P4 to P7** are the copy of any downloaded figures from the web site of the department or own preparation. **Ex.R3** are the bill details for the period from 05/2021 up to 04/2023 which is the disputed bill month. The consumption details mentioned in Ex.R3 do not differ with the figures of consumption for the said months reflected in the consumption details furnished by the Representationist.

24. However, there is no dispute with the said consumption and payment figures from the Respondents. Ex.R3 copy of the bill details filed by the respondents and also Ex.P6 revised bill details also reveal the details of consumption for the period from the month of May,2021 up to the disputed bill issued in the month of April,2022. The second respondent in his counter itself, furnished the details of the bills from the month of 01/2021 up to 03/2023. The same figures are itemized on the reverse of Ex.R9.

25. There can be no dispute with the fact that the power consumption units varied between 150 units to 544 units per month during the period from January,2021 to February, 2022 as seen from **Ex.P4 and Ex. P5** consumption history. Of course, during the month of March,2022, the consumption was 'zero' but the bill was issued at a sum of Rs.3814.20ps. Under **Ex.P7** relating to the

period from April,2023 to September,2023 also the consumption per month was varying between 173 units to 255 units except during the month of April,2022. Ex.P6 consumption and payment history relating to the period from April,2022 to March,23 also reveal that the consumption varied between 145 units to 379 units except in the month of April,2022 the bill for which month is the subject matter of this Lis.

26. As estimated by the department, the consumption for the apparatus available in the house of the representationist per month is only 597 units. It is evident the consumption under this service connection at any time prior to or after the impugned bill never touched the said figure of 597 units.

27. Thus, there can be no dispute with the fact that the power consumption units varied between 150 units to 544 units per month during the period from January,2021 to February, 2022 as seen from Ex.P4 and Ex. P5 consumption history. Of course, during the month of March,2022, the consumption was 'zero' but the bill was issued at a sum of Rs.3814.20ps. Under Ex.P7 relating to the period from April,2023 to September,2023 also the consumption per month was varying between 173 units to 255 units except during the month of April,2022.

28. Thus, as seen from the consumption history for the period from January,2021 to March,2023 under Ex.P4 to P6, the consumption under this service connection was between 145 to 544 units per month. Evidently, except the consumption under impugned bill for about 5606 units, at any time prior to or after this impugned bill, the consumption under this service connection never went above 544 units. Thus, it is evident from the said record that the consumption never went up high over 544 units at any time except under the impugned bill during the period from January,2021 to September,2023.

29. It is the only circumstance pleaded by the Representationist to dispute with the abnormal consumption recorded in the month of April,2022. The said circumstance pleaded by the Representationist is evident from the consumption details filed by both sides. But the said circumstance alone cannot lead to establish his case.

30. Be it as it may, now let there be a glance at the documents filed by the respondents and the merit in their contentions.

31. Ex.R1 is the demand notice dated 12.06.2023 under Dis.No.389 issued to the representationist for payment of the revised bill amount at Rs.47,321/-. Similar letter under the same Dispatch Number but dated 02.06.2023 is filed under **Ex. R8**. The date of order of CGRF is 01.06.2023. **Ex. R8** is dated 02.06.2023. The date is evidently corrected. **Ex.R1** is dated 12.06.2023. There is no reference in **Ex.R1** as regards issue of any letter under **Ex.R8**. **Ex.R6** the statement of apportioned units is dated 06.06.2023. It means that even before the revision and apportionment of the units as directed by the CGRF, these respondents appear to have prepared a notice of demand but there is no material to have issued it prior to **Ex.R1**. **Ex.R6** exhibit revised details of the consumption after apportionment of the units under disputed bill among 12 months anterior to the disputed bill month for the said service connection as directed by the CGRF, and it is for the period from May,2021 to March,2022. **Ex.R5** is the copy of the letter dated 07.06.2023 addressed to the CGRF by the 2nd respondent reporting compliance of the direction of CGRF for apportionment of the units under the disputed bill under Dispatch No.407. **Ex.R2** is also the same letter copy under the same Dispatch Number 407 but dated 07.06.2023 addressed by the 2nd respondent to the CGRF. The same is no way relevant for the purpose of a decision in this matter. The mysterious fact is that the 1st respondent addressed letter to the 2nd Respondent for apportionment of 56 nits for one year for this service connection pursuant to the reference there in which is the Consumer Grievance (CG) number 79/2023. Thus, when the CGRF directed for apportionment of 5606 units, this first respondent addressed letter dated 07.06.2023 under the original of **Ex.R7** to the 2nd respondent to apportion only 56 units instead of 5606 units. Of course, the 2nd respondent apportioned 5606 units. Thus, there appears some mystery in this regard. However, it is impertinent for a decision in this case before this Vidyut Ombudsman. These documents filed by the Respondents under **Ex.R1**, **Ex.R2**, **Ex. R5**, **Ex.R6**, **Ex.R7**, **Ex.R8** are no way germane for a decision in this case.

32. The said demand or correspondence or the statement of apportionment of the units directed by the CGRF have no bearing in this case since this representation is made against the order of the CGRF. The fact that they have implemented the order of the CGRF has nothing to do with the merits of the case before this Vidyut Ombudsman since every complainant is entitled to prefer representation to the Vidyut Ombudsman when the complainant is not satisfied

with the order of the CGRF as ordained under Section 42 (6) of the Electricity Act and the clause No.18 and 19 (2) of Regulation No.3 of 2016.

33. As stated supra under Para No. 15, this Vidyut Ombudsman is not an appellate authority against the CGRF Order and this Vidyut Ombudsman is only another authority to examine the grievance of the complainant when the complainant/consumer was not satisfied with the order of the CGRF.

34. Thus, the impugned bill issued in the month of April, 2022 to the representationist for payment of Rs.52,965.80/- for 5606 units was already set aside by the CGRF. The complainant/consumer before the CGRF or before this Vidyut Ombudsman sought for cancellation of the said bill issued in the month of April, 2022 and the same was set aside by the CGRF. Therefore, there can be no grievance for the representationist as regards the order of setting aside the impugned bill. Thus, the impugned bill is not in force since the same was already set aside by the CGRF.

35. Vidyut Ombudsman is no way concerned with the order passed by the CGRF in favour of the Complainant, but it is competent to examine and settle his grievance for which he could not find redressal at CGRF. There can be no appeal or representation by the department to the Vidyut Ombudsman against the order passed in favour of the complainant/consumer. The consumer or the complainant can only make a representation to the Vidyut Ombudsman when he is dissatisfied with the order of the CGRF for redressal of his grievance.

36. Though the bill was set aside by the CGRF, it directed the department to apportion the disputed consumption of 5606 units during a period of one year prior to the billing month and to revise the bills accordingly.

37. Thus, though the impugned bill was set aside, the demand for payment of the charges for the disputed consumption of 5606 units under the said bill still hangs on him, and as such he approached this Vidyut Ombudsman as regards the demand for payment of the said amount of Rs.52,965.80ps. Of course it was revised to Rs.47,321/-. The revision is not germane for a decision in this case before the Vidyut Ombudsman since this representation is made against the order of the CGRF having not satisfied with as is provided under Clause No.18 and Clause No.19 (2) of Regulation No.3 of 2016.

38. Of course, subsequent to the presentation of this representation, the AAO issued revised bills by apportioning the units covered by the impugned bill among anterior 12 months and reduced a sum of Rs.5908/- and called upon the representationist for payment of a sum of Rs.47,321/- as is evident from Ex.R1 letter addressed by the 2nd respondent to the representationist

39. This Vidyut Ombudsman is established under Section 42 (6) of the Electricity Act or Regulation No.3 of 2016 to settle the dispute when the complainant or consumer approaches it having been dissatisfied with the order of the CGRF only. There can be no grievance to the complainant before the CGRF as regards the order relating to setting aside the impugned bill issued to him for payment of Rs.52,965.80/-.

40. However, the CGRF directed the authorities to apportion the same for a period of one year. This is the portion of order for which the representationist is aggrieved and preferred this representation. I am not concerned with the reasoning assigned by the CGRF for making such order as this Vidyut Ombudsman is not an appellate authority to examine the reasoning assigned by the CGRF.

41. Pursuant to the said order of the CGRF, the Assistant Project Engineer who is the first Respondent herein, under the original of Ex.R7 dated 01.06.2023, requested the AAO who is the second Respondent herein to revise the bill by apportioning 56 units (in fact it is 5606 units) among 12 months, and the AAO who is the 2nd respondent in this case addressed the letter dated 12.06.2021 under the original of Ex. R1 (Ex.R8 is also the copy of the same) to the representationist calling upon him to pay a sum of Rs.47,321/- after withdrawing a sum of Rs.5,908/-. Compliance of the order of the CGRF by issue of the original of Ex.R1 was reported under Ex.R2. The compliance of the order of CGRF by way of issue of notice to the complainant under the original of Ex.R1 or the report of compliance of the order of CGRF under Ex.R2 or R5 are no way germane for a decision in this case since this representation is made against the said order of the CGRF.

42. Under the original of Ex.R4 dated 22.09.2023, according to the 2nd respondent, the consumer was said to have made a representation to him to allow him to pay a sum of Rs.2,000/-p.m. along with regular current bill on the ground that nothing was heard by him on the representation presented to this Vidyut Ombudsman. The xerox copy under Ex.R4 does not contain any signature of the representationist. As detailed under Para No.3 of this order, when the representation submitted before the Vidyut Ombudsman on 30.06.2023, the

same was returned on 03.07.2023 itself with certain objections and the same was represented again on 10.10.2023 under inward Number 287 along with a delay condonation petition stating that the said return letter was not delivered to them until 21.09.2023 and that on postal tracking, they approached the post office and took return of the said return letter, along with an endorsement of post office dated 23.09.2023 for the said delay in delivery of the said cover. Thus, the Postal authorities did not deliver the cover to the representationist until he approached the post office after a period of about 3 months as seen from the postal endorsement filed by the representationist along with his application seeking condonation of delay in representation.

43. Even if it is a signed petition, it does not offer any benefit to the department. The said application itself reveal that he submitted a representation to the Vidyut Ombudsman and nothing was heard from the office of V.O (as stated supra, though the Representation was returned within 3 days, the postal authorities did not deliver the cover to the representationist until he approached the post office on 23.09.2023.

44. The contents in Ex.R4 reveal that the department already removed the Fuse. Therefore, he sought to make payment of the amount ordered under Ex.R1 at a rate of Rs.2000/-p.m. Evidently, the representation was made by the consumer to the Vidyut Ombudsman, and the same was returned for compliance of certain objections, and the said cover was not delivered by the postal authorities to the representationist and in the meanwhile, the department removed Fuse of his service connection and in such constraint, having no other go he might have offered to pay the said sum directed to be paid under Ex.R1 in piecemeal manner at Rs.2000/- p.m. The said offer was not accepted by the department. The said offer cannot abide him for payment of the said amount covered by Ex.R1, and it cannot disentitle him to prosecute the representation before the Vidyut Ombudsman nor it can lead to the dismissal of this representation made by the complainant.

45. It is the contention of the 1st respondent, 3rd respondent and the 4th that during the regular billing cycle, in the month of 3/2022, the meter reader observed huge difference in the monthly consumption as there might be some internal fault in his house, and thereupon the consumer challenged for meter testing vide CSC No.222022556 30344 on 22.03.2022 and as per the request the meter was changed with new 1-phase energy meter and then the removed 1-phase meter was tested by the MRT officials and declared that the meter was tested and the performance of the said meter was satisfactory.

46. This version of the 1st respondent that during the regular billing cycle in the month of March,2023,the meter reader observed huge difference in the monthly consumption is nothing but tissue of falsehood since the closing reading in the month of February,2022, the opening reading in the month of March,2022 and its closing reading in the month of March,2022 is same and it at 23992 as seen from Ex.R3, Ex.R6, the statement on the reverse of Ex.R9 and also the details of the consumption noted at the bottom of the counter of the 2nd respondent. In fact the consumption noted in the month of March,2022 is 'Zero'.

47. Further, it is alleged by the 1st respondent that the huge difference was found in the opening and closing reading in the month of March,2022 by the meter reader and as such, he suspected that there was some internal fault, and as such the representationist went for meter testing.

48. When there was zero consumption and when the opening and closing readings for the month of March,22 was same, this contention of the 1st respondent that the bill reader found huge difference and as such the representationist challenged the meter reading cannot but be a myth.

49. Further, Ex.R11 meter test report discloses that the meter was tested pursuant to the application of the Representationist dated 25.02.2023. Therefore, the request was made in the month of February,2022 itself as seen from the Meter Test Report. Thus, viewed in any angle this contention of the 1st respondent is nothing but tissue of falsehood.

50. It is the contention of the Respondent No.2 in his counter that the meter under this service connection belonging to the representationist was changed on 15.03.2022 with its final reading at 29599 and the bill was issued with 5606 units for a sum of Rs.52,965.8/-. He also alleged that the consumer has challenged for meter testing vide CSC No.22202255630344 on 30.03.2022 and the meter was tested by the MRT officials and declared that the performance of the said meter was satisfactory.

51. It is evident from the contentions of Respondent Nos.1,2 and 4 and the contention of the 2 respondent AAO are inconsistent. **According to the 2nd respondent the meter was changed on 15.03.2022** and then the consumer challenged the same on 30.03.2022. When there was no challenge from the consumer till 30.03.2022, why the meter was changed on 15.03.2022 as stated by the 2nd respondent is inexplicable. According to the Respondent Nos.1,2 and 4 the meter was challenged on 22.03.2022 whereas the 3rd respondent contend that the meter was challenged on 30.03.2022. **The number of the said challenge letter is common in the counters of all these respondents. Thus, the date of**

change of meter and the date of meter challenge vary from one respondent to another respondent.

52. Ex.R11 which is the copy of the Meter Test Report reveals that the date of meter challenge was **25.02.2022**. Thus, the written endorsement as regards date of the request for the meter test finds place in Ex.R11. **In fact, the Respondent Nos.1,2 and 4 conveniently omitted to mention the date of change of the meter.** Even before the challenge from the representationist, what was the need to remove the meter is not known.

53. The respondents did not file copy of the meter change slip which would have crystalized the date of meter change and the reading therein.

54. Of course, the Meter test report under Ex.R11 contains mention that the meter challenge was made under CSC No.22202255630344 Dated 25.2.2022. **It does not disclose when the meter was changed.**

55. It contains a printed certificate in English language to show that the meter was sealed in cartoon box and brought for testing on 30.03.2022. But the representationist appears to be not a much literate as is evident from the pictorial appearance of his Telugu signature there under to understand the contents therein. Of course leaving aside his literacy or otherwise, the crux of the said certificate is that the meter was brought and tested on 30.03.2022.

56. When the meter was changed on 15.03.2022 according to the 2nd Respondent, where was the said meter for all those 14 days is inexplicable.

57. Further, if the meter was removed on 30.03.2022 or 15.03.2022, or sometime prior to 30.03.2022 consequent upon the request for testing meter said to have been made on 25.03.2022 as alleged by the Respondent Nos.1,2 and 4 or 25.02.2022 as mentioned in Ex.R11 meter test Report, what happened to the consumption made between the change of the meter in the month of March,2022 and the billing date is inexplicable.

58. It is the version of the Respondent No.2 that the meter function was satisfactory, the consumer is liable to pay the Demanded amount for the month of 04/2022 and the same was informed to the consumer.

59. The impugned bill was issued in the month of April,2022. The meter was said to have been removed on 15.03.2022 as alleged by the 2nd respondent. Meter change date was not furnished by the Respondent Nos.1,2 and 4. The printed certificate where under the signature of the representationist was obtained in the meter test report suggest that the meter was sealed in carton box on 30.03.2022. The signature of the representationist is also present at the bottom. Above the signatures of the representationist and officials, the opinion of the

Meter testing authority to the effect that its performance was found satisfactory was incorporated.

60. Thus, by the date of Meter Test, the impugned bill was not issued.

Therefore, it is evident from the contentions of the respondents that the meter test was not sought for after receipt of this impugned bill. Even Ex.R11 meter test report reveals that the meter performance was challenged by the representationist on 25.02.2022. Therefore, long before the commencement of consumption under the disputed bill, the representationist challenged its functioning and after a month it was tested as seen from the Meter Test Report under Ex.R11, and as such the contention of the Respondent No.2 that the officials informed him to pay the bill since the meter test report was positive is also baseless.

61. Ex.P5 consumption history reveals that the bill for the month of March was dated 08.03.2022 and the bill for the month of April,2022 was issued on 28.04.2023. There can be no dispute with the fact that these dates mentioned in Ex.P5 are also visible on the on line and its print out is taken from Bill Desk , and it is marked as Ex.C1 for placing on record. No doubt the respondents did not dispute with the contents in Ex.P5. However, since the bill history is accessible on the on line to avoid any error, the copy of the said bill details for this service connection are obtained. The due date for payment of the bill dated 28 April,22 is mentioned as 12 May,2022. As seen from Ex.R3 statement of bill details, the previous reading for the month of 04/2022 was at 23992 and the present reading was at '0' but the consumption was mentioned at 5606 units. Present reading means the reading as on the date of recording the reading.

62. When zero was the reading at the time of recording reading at the time of issue of bill was zero, how the consumption was arrived at 5606 is inexplicable. Of course, if it is assumed that the said consumption apparent in the statement was recorded in the earlier meter, the earlier meter was changed on 15.03.2023 on fixing the new meter as contended by the 2nd respondent. When the bill for the month of April,2022 is dated 28.04.2022 as seen from Ex.P5 which is not disputed, it shall be concluded that there was no consumption at all from 15.03.2023 till 28.04.2022. In fact the consumption in the earlier month March,2022 was also zero. As seen from Ex.P5 the bill for month of March,22 was dated 08.03.2022 and the bill for the month of Febraury,22 was dated 11 February,22. As seen from Ex.R3, the closing reading for the month of February,22, the opening reading for the month of March,22 and the closing reading for the month of March,22 was the same and it is at 23992. When there was no consumption by the date of the bill dated 08.03.2022 issued in the month

of March,2022, there can never be a circumstance for the representationist approaching the department on 15.03.2022 challenging the meter recordings. When the department says that there was no consumption during the preceding month by the date of the bill dated 08.03.2022, it is nothing but outrecuidance (beyond imagination) to contend that the representationist challenged the meter efficiency on 15.03.2022 as pleaded by the 2nd respondent. Of course there is no dispute with the fact that the representationist challenged the meter efficiency.

63. As seen from the statement of bill details incorporated in the counter of the 2nd respondent, Ex.P6 and also on the reverse of Ex.P9, the reading in the meter at the time of recording reading for issue of bill in the month of April,22 was at 'zero'. The previous reading was noted at 23992. As stated supra, the final reading at the time of issue of bill in the month of February, the opening reading in the month of March,22 and the closing reading in the month of March,22 and the opening reading for the month of April was at 23992. This statement does not disclose the final reading in the earlier meter. When his ledger reveals zero as the final reading, how the department could come to a conclusion that there was consumption of 5606 units is inexplicable. No doubt, the respondents may say that it was the reading in the old meter. To show the same no record is produced except their statement. Had there been meter change slip, it could have shown the exact meter reading as on the date of its removal. Of course, Ex.P11 shows final reading at 29599. Except this mention there does not appear any other record to show the final reading in the removed meter. In fact, such reading could have been given credence if the other factors are correct. The meter efficiency challenging application is dated 25.02.2022 as mentioned in Ex.P11. The respondents 1,2 and 4 alleged it as 25.03.2022. The 2nd respondent alleged that the meter was changed on 15.03.2022. The statement under Ex.P11 suggest that the meter was sealed on 30.03.2022. If the meter was removed on 15.03.2022 and if the final reading there in was at 29599 leading to deduce the consumption under the old meter itself, it shall have to be deduced that the consumption between the earlier bill date 08.03.2022 and the meter removal date 15.03.2022 was at 5606 units. Therefore, within 7 days the said consumption was said to have been recorded in the old meter for domestic service. If the numbers mentioned as the closing reading in old meter and new meter, the difference could be 5707 units but not 5606 units. Of course, the difference is only one unit. But, these facts go to question the credibility of the readings.

64. If 5706 units recorded in the old meter are charged under the bill issued in the month of April, what happened to the consumption from 15.03.2022 to the April, Bill date 28.04.2022. The time gap between 15.03.2023 to 28.04.2022 is about 43 days. But the reading of the consumption in the new meter which could

have been fixed on 15.03.2023 on change of old meter was at 'zero' as on the date of bill dated 28.04.2023 issued in the month of April.2022. Thus, there was ZERO consumption during the period from 11 February,22 which is the bill date issued in the month of February, till the date of next bill issued in the month of March on 08.03.2022, but there was consumption of 5606 units from 08.03.2022 till 15.03.2022 as per the contentions of these respondents. Again from 15.03.2022 on which date new meter was fixed by changing the old meter tilt the next bill date 28.04.2022 there was no consumption since the new meter reading was recorded at ZERO at the final reading for the month of April,2022. It is nothing but ridiculous statement and figures.

65. Further, it is the assessment of the Respondent No.1 as stated in his counter that on utilization of all the gadgets available in the house of the representationist, the total consumption could be at 597 units. During none of the months either prior to after this disputed bill, his consumption did not reach the said figure of 597 units.

66. Further, it is contended that there was inverter in the house of the representationist and the hike in the consumption might be on account of any fault in the inverter consumption. Even if it is assumed, though there was inverter the consumption was at zero from 11.02.2022 the date on which February bill date till the 08.03.2022 on which March Bill was given in the old meter. In the presence of inverter, there could not have been zero consumption during the entire month. Similarly, there was zero consumption from the date change of meter whether it was on 15.03.2023 to 28.04.2023 on which date the disputed bill was given as seen from Ex.R3, Ex.R6 and the statement on the reverse of Ex.R9 since the final reading as on 28.04.2022 and opening reading for the month of May bill is shown at ZERO.

67. In the light of these facts, these readings furnished in Ex.P11 or the reading of consumption mentioned in these statements under Ex.R3, Ex.R6 and the reverse of Ex.P9 cannot be given any credence. In the light of the afore stated facts, the meter which recorded zero consumption from 11.2022 (February bill date) till 08.03.2022 (the March,22 bill date) and 5606 units for the period from 08.03.2022 (the March Bill date) and 15.03.2022 which is the meter change date can not be held to be of proper functioning and no judicious mind can accept such abnormality for no reason. It is not an industry or firm containing various gadgets. This house does not have even an Air conditioner or Air cooler as is evident from the gadgets in the house of the representationist as detailed in counter of the Respondent No.1. The consumption for the whole month could only be at 597 units as assessed by the

1st respondent for all the gadgets available in the house of the representationist. When it is so, consumption of 5606 or 5607 units for about 7 days cannot but be attributed to the meter performance though the authority certified its performance 'proper'. Even if it is assumed that the battery in his house hold inverter was discharged, and it was charging eternally for all those 7 days, it cannot be expected to consume 5606 or 5707 units within those 7 days. There could have been some fault in the inverter as imagined by the respondents for such abnormal consumption cannot be given any credence. In fact, they themselves could not have consciously believed such contention.

68. Therefore, the impugned bill is liable to be set aside. However, the CGRF itself set aside the said bill. Therefore, there needs no order again setting aside the impugned bill issued for 5606 units in the month of April, 2022. That does not mean that the representationist did not utilize any power since it is not his case that he was away from the house during the disputed bill period i.e, from 08.03.2022 till 28.04.2022.

69. Therefore, the Respondents are to be directed to issue the bill for the month of April, 22 for the period from 08.03.2022 (the date on which the bill for the month of March was given) and 28.04.2022 (on which date the disputed bill was given) by taking in to consideration of the consumption recorded in the 3 preceding billing cycles prior to the period for which the bill for March, 22 was given since there was no consumption recorded between the February bill date and March bill date. As a consequence there of, the demand under Ex.R1 under Lr.No.AAO/ERO/KSM/JAO-Billing/AKP/D.No.389 (of) 2023 Dt.12.06.2023 issued to the Representationist for payment of Rs.47,321/- is set aside.

70. This point is accordingly answered.

RESULT:

71. **In the result**, this representation is allowed and the Respondents are hereby directed to issue the bill for the month of April, 22 in place of impugned bill, for the period from 08.03.2022 (the date on which the bill for the month of March was given) and 28.04.2022 (on which date the disputed bill was given) by taking in to consideration of the average consumption recorded under this service connection in the 3 preceding billing cycles prior to the period for which the bill for March, 22 was given since there was no consumption recorded between the February bill date and March bill date. As a consequence there of, the demand under Ex.R1 under Lr.No. AAO/ERO/KSM/JAO-Billing/AKP/D.No.389 (of) 2023 Dt.12.06.2023 issued to the Representationist for payment of Rs.47,321/- is set aside. The impugned bill issued for the month of April for 5606 units was already set aside by the CGRF and hence there is no need to order to set aside the

impugned bill. The compliance of this order shall be reported by the Respondents within 15 days from the date of this order. Parties shall bear their own costs.

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

This order is typed, corrected, signed and pronounced by me on this the 17th day of November, 2023

Sd/-Vinnakota Venkata Prasad
VIDYUT OMBUDSMAN-AP

DOCUMENTS MARKED ON BEHALF OF THE REPRESENTATIONIST:

Ex.P1:Xerox copy of the order of CGRF in C.G.No.79 of 2023

Ex.P2:Xerox copy of the letter dated 20.10.22 from the Representationist to the Executive Engineer, Kasimkota

Ex.P3:Xerox copy of the application submitted by the Representationist to the CGRF.

Ex.P4:Xerox copy of the Consumption and payment History for the Year 2020-21 relating to the Representationist's service connection.(Filed only for two months)

Ex.P5 :Xerox copy of the Consumption and Payment history for the year 2021-22 relating to the service connection of the Representationist.

Ex.P6 :Xerox copy of the Consumption and Payment history for the year 2022-23 relating to the service connection of the Representationist.

Ex.P7:Xerox copy of the Consumption and Payment history for the year 2023-24 relating to the service connection of the Representationist. (From April to September)

DOCUMENTS MARKED ON BEHALF OF THE RESPONDENTS:

Ex.R1:Letter dated 12.06.2023 addressed to the Representationist pursuant to the orders of the CGRF filed by the 1st Respondent.

Ex.R2:Letter dated 12.06.2023 from the AAO to the CGRF regarding compliance of CGRF order filed by the 1st respondent.

Ex.R3:Details of the bills from 05/2021 to 04/2022 relating to the Representationist filed by the 1st respondent.

Ex.R4:Xerox copy of a letter dated 22.09.2022 said to have been addressed by the representationist to the Engineer APEPDCL filed by the 2nd respondent.

Ex.R5:Xerox copy of the letter dated 07.06.2023 addressed by the AAO to the CGRF filed by the 2nd respondent.

Ex.R6:Xerox copy of the details of the bills from 05/2021 to 04/2022 filed by the 2nd respondent.

Ex.R7:Xerox copy of the letter addressed by the Assistant Project Engineer to the AAO.

Ex.R8:Xerox copy of the letter dated 02.06.2023 addressed by the AAO to the representationist.

Ex.R9:Xerox copy of the letter dated 11.04.2023 addressed by the AAO to the CGRF.

Ex.R10:Xerox copy of the letter dated 03.04.2023 addressed by the Asst. Project Engineer to the CGRF.

Ex.R11:Xerox copy of the Meter Test Report filed by the 1st Respondent.

DOCUMENT MARKED BY THE VIDYUT OMBUDSMAN FOR VERIFICATION OF DATES OF BILLS MENTIONED IN Ex.P5.

Ex.C1: The consumption details along with billing dates obtained from the BILL DESK

Sd/-Vinnakota Venkata Prasad
VIDYUT OMBUDSMAN-AP

Copy to

1. Sri Yedla Satyanarayana, D.No.8-53, Main Road, Lankelapalem, Anakapalli, Visakhapatnam District
- 2.The Assistant Project Engineer/Operation/APEPDCL, Lankelapalem.
- 3.The Assistant Accounts Officer/ERO/APEPDCL, Lankelapalem
- 4.The Deputy Project Engineer/ Operation/ APEPDCL/ Lankelapalem
- 5.The Executive Engineer/ Operation/ APEPDCL/**Kasimkota**

----- Respondents

Copy to

6. The Chair Person, CGRF, APEPDCL, P&T Colony, Seethammadara, Near Gurudwara Junction, Visakhapatnam.

Copy submitted to

7. The Secretary, Hon'ble APERC, 11-4-660, 4th Floor, Singareni Bhavan, Red Hills, Hyderabad.