

OFFICE OF THE ELECTRICITY OMBUDSMAN
(A Statutory Body of Govt. of NCT of Delhi under the Electricity Act of 2003)
B-53, Paschimi Marg, Vasant Vihar, New Delhi-110057
(Phone No: 011- 26144979)

Appeal No. 39/2021

(Against the CGRF-TPDDL's order dated 12.11.2021 in CG No. 51/2021)

IN THE MATTER OF

SHRI LAXMI NARAYAN GUPTA

Vs.

TATA POWER DELHI DISTRIBUTION LTD.

Present:

Appellant: Shri Laxmi Narayan, Shri Krishan Chand Gupta,
Authorized Representative and Shri Robin Gupta

Respondent: Shri Ajay Joshi, Sr. Manager (Legal) and Shri Kundan S. Rawat
on behalf of the TPDDL.

Date of Hearing: 07.03.2022

Date of Order: 11.03.2022

ORDER

1. The appeal No. 39/2021 has been filed by Shri Laxmi Narayan Gupta, R/o B-3/7, Sector -6, Rohini, Delhi - 110085 through his Authorized Representative (A.R.), Shri Krishan Chand Gupta, against the CGRF-TPDDL's order in CG No. 51/2021 dated 12.11.2021.

2. The background of the case is that the Appellant had received a regular bill of Rs. 37,225.50 on 22.05.2021 for the period 01.04.2021 to 01.05.2021 along with CIS (Consumer Information Sheet) containing revised bill of Rs. 5,08,075.46 for SIP electricity connection bearing C.A. No. 60004871350 installed in the name of M/s Phonex Industries at Bawana Road, Gali No. 8, Village Samaipur, Delhi -110042. The Appellant is the tenant and user of this connection. On enquiries, it was revealed that the bill is for the period 12.09.2020 to 04.01.2021 and is based on the meter testing report of EQDC (Electronics and Quality Development Centre). The



report indicated that Meter to be slow by 32.65% on account of LWP (Load Without Potential) on Y-Phase. Accordingly, bill has been revised as per Clause 32(7) of the DERC (Supply Code & Performance Standards) Regulation, 2017, for the period 12.09.2020 to 04.01.2021.

3. Then the Appellant approached the CGRF requesting for revision of impugned bill of Rs. 5,08,075.46 on the basis of Clause 39(1) instead of 32 (7) of the DERC Regulations, 2017.

4. Before the CGRF, the Respondent submitted their Enforcement Inspection Report mentioned therein:

(A) That premises was inspected by their Enforcement Team on 21.12.2020 and is being used for the manufacturing of plastic tubes.

(ii) That CT of meter was found cracked.

(iii) That the meter data to be downloaded in CMRI and thus the case to be finalized by data analytic group of the Respondent after analysis of meter data.

(iv) That it is relevant to submit here that at the time of inspection the complainant refused to sign the Inspection Report, thus the inspecting team pasted the same on the wall of the Appellant's premises.

(v) Moreover, it is pertinent to submit here that prior to it, the complainant created resistance and did not allow the Respondent's meter reader to download the meter data for the reading and billing purposes on 10.09.2020 and 05.11.2020.

(B) That after analyzing the meter data, the Analytic group of the Respondent observed and recorded the following observations in its Data Analysis Report:

(i) That as per data, load was without potential since 12.09.2020;

(ii) And recommended that aforementioned meter is seized for third party meter testing for determining the condition of meter and other related issues.



In addition, the Respondent stated that the meter of the Appellant was replaced with new meter No. 11202947 on 05.01.2021 and the old meter was left in safe custody of the Appellant at site itself in compliance of Clause 32 (2) of DERC (Supply Code and Performance Standards) Regulations, 2017, the meter was seized by them for third party testing on 01.02.2021. The notice for testing of meter was given to the Appellant and meter was finally tested on 15.02.2021.

Third party meter testing was carried out by EQDC in the presence of the Appellant. As per report, the Appellant's meter recorded 32.65% less energy consumption compared to actual energy consumed. On the basis of downloaded data anomaly of LWP in Y- Phase was observed during meter data analysis w.e.f. 12.09.2020. Resultantly meter recorded less energy consumption to the tune of 32.65% as compared to the actual consumption.

Further, as per Clause 32(2)(iii) of DERC (Supply Code and Performance Standards) Regulations, 2017, where it was stated that *"the decision of the accredited laboratory notified by the Commission or accredited laboratory other than that of licensee as the case may be, shall be final and binding on the licensee and the consumer."* Accordingly, on the basis of this report, the bill of the Appellant was revised in accordance with the Clause 32 (7) of DERC Regulations, 2017 on account of slowness of meter by 32.65%, since 'Y' phase of the meter was found missing from the tamper data record available with them.

5. In rebuttal, the Appellant has argued that his meter was to be considered as defective meter thus should have relied upon Clause 39(1) - "Billing in case of defective or damaged meter" instead of Regulation 32(2) - "Testing of the meter in case of dispute or on the request of consumer" of the DERC (Supply Code and Performance Standards) Regulations, 2017.

6. The CGRF in its order directed the Respondent to issue a revised bill for the period 29.09.2020 till 04.01.2021 payable in five equal installments after adjustment of Rs.1.50 lakhs already deposited on the order of the CGRF within 15 days of receipt of this order. No LPSC charges are to be added in this revised bill. The CGRF further directed to the Respondent to be regular in calibrating the meter and regularly conducting the meter testing as per regulations.

7. Not satisfied with the CGRF's verdict dated 12.11.2021, the Appellant filed an appeal before this Court with a prayer to pass a fresh order to the Respondent to cancel/withdraw the unjustified amount of Rs.5,08,075.46 along with any LPSC,



and assess the bill as per Clause 39 (1) of DERC (Supply Code and Performance Standards) Regulations, 2017. The appeal was admitted and accordingly the date of hearing was fixed for 07.03.2022.

8. On 07.03.2022, an opportunity was provided to the A. R. of the Appellant and also the Respondent to put forth their respective contention to the issue, in question.

The A.R. of the Appellant put forth the following points for consideration of the Ombudsman.

- (i) The meter was tested on 14.09.2020 when one antenna was replaced and on the Protocol Form, the officers of the Respondent gave O.K. report so far as meter was concerned.
- (ii) The meter is more than eight years old (normal life) and required to be replaced. In these eight years, there was no regular/scheduled testing of meter.
- (iii) The meter was again checked by the Respondent on 21.12.2020 and the Report suggested; (a) CT found cracked, (ii) various connections carbonized and concluded that the meter is required to be replaced as it is not giving accurate readings. The meter was subsequently replaced on 05.01.2021 as per DERC guidelines.
- (iv) The meter was checked/inspected by Third Party on 15.02.2021, i.e. EQDC in the presence of both the parties. EQDC after inspection brought about various defects and concluded that because of the above defects the meter was recording less consumption to the tune of 32.65%.
- (v) Respondent raised the revised bill accordingly which was contested by the Appellant and matter was referred to CGRF and was adjudicated. An order was issued on 12.11.2021.
- (vi) Appellant contended that as the meter was found defective, the bill should have been raised vide Clause 39 (1) instead of 32 (2) & 32 (7) of the DERC (Supply Code and Performance Regulations), 2017.
- (vii) Appellant also contended that the Respondent had given him a hefty bill for 145 days instead of giving timely/monthly bills.



(viii) Appellant has also raised issue of the bills for the month of December, 2021 and February, 2022.

(ix) The Appellant also cited Appeal No.16/2020 in the matter of Shri Krishan Chand Gupta vs TPDDL and subsequent order (Ombudsman) dated 11.03.2020 to support his contention.

9. The Respondent was also given the opportunity to present its case and also give specific answer to the questions/queries/objection raised by the Appellant on Point No. (ii), (iii), (vii) and (viii), apart from their contention on the points in issue. The Respondent has contended as follows:

- (i) They had inspected the meter on 14.09.2020 and during the inspection they did not open the seal housing the CT and other connections and had replaced the antenna as it was not functioning and sending the data.
- (ii) Respondent further submitted that they attempted to download data on at least two occasions, in view of the suspected inaccuracies of data, which was resisted to by the Appellant. Finally they could download the data on 21.12.2020. The data so downloaded showed some inaccuracies/inconsistencies and hence it was decided to send the meter for inspection as per DERC guidelines.
- (iii) During inspection certain shortcomings were noticed, viz, cracking of CT, carbonization at various places etc. Further, inspection also showed that because of carbonization in 'Y' phase, the voltage was available in intermittent manner w.e.f. 12.09.2020 to 29.09.2020 and was zero from 29.09.2020 onwards. Because of above fact, the EQDC further opined that the meter was slow to the tune of 32.65%. The contention was appropriately supported by documentary proof in the form of recorded data.
- (iv) On the basis of the above inspection report, the Respondent further submitted that the bills were revised for the period (12.09.2020 to 04.01.2021) and were given to the Registered Consumer. The amount was Rs.5,08,075.46 only, which has been contested by the Appellant.



- (v) The Respondent did not comment on the issues raised by the Appellant on points (ii), (iii), (vii) & (viii).

10. Both the parties were heard and relevant questions raised by the Advisor (Engg.), Advisor (Law) and the Ombudsman to elicit more information with regard to dispute. After listening to both the parties and after going through the relevant records submitted by them during the course of hearing both at CGRF and Ombudsman, the issue that comes to the fore is whether revised bill raised for the period 12.09.2020 to 04.01.2021 should be based on Clause 32 (7) of DERC (Supply Code and Performance Standards) Regulations, 2017 or Clause 39(1) of the same. The provisions of 32 (7) and 39(1) are given below:

“Regulation 32 (7) - Testing of Meter - In case, during testing, the meter is found to be inaccurate, revision of bill on the basis of percentage error from the limits of accuracy, at applicable tariff rates, shall be done for a maximum period of 6 months or 50% of the period from the date of installation of the meter prior to date of testing or 50% of the period from the date of last testing, whichever is shorter and the excess or deficit charges on account of such revision shall be adjusted in the subsequent bill(s).”

“Regulation 39 (1) - Billing in case of defective or damage meter - The consumer shall be billed on the basis of actual average consumption recorded during the corresponding period in the preceding year, excluding the provisions billing:

Provided that if actual consumption recorded during the corresponding period in the preceding year is either not available or partially available, the actual average consumption of past 6 (six) billing cycles immediately preceding the date of meter being detected or reported defective, excluding the provisional billing, shall be used for billing purpose:

Provided further that if the actual average consumption of past 6 (six) months is either not available or partially available, the average consumption for the next 3 (three) billing cycles excluding provisional billing after the installation of new meter shall be used for billing purpose.”

11. The basic issue is whether the meter was showing inaccuracy or the meter was defective. I have gone through the documents very carefully and also gone



through the provisions of above clauses very minutely, and I am of considered opinion that the meter, in question, was showing inaccuracy/inconsistencies in reading owing to the following reasons:

- i) Cracking of CT
- ii) Carbonization of thimble and bus bar etc.

Because of the above observations by the Inspecting Team on 21.12.2020, the meter was segregated and subsequent sent for an inspection of EQDC and at no point in time the meter was found to be defective or damaged. The Report further concluded that the meter was recording less consumption to the tune of 32.65% i.e. 12.09.2020 to 04.01.2021. As the meter was showing inaccuracy and inconsistencies in the reading, provision of Clause 32 (7) gets attracted and hence the Respondent have given revised bill under the above clause. The revised bill was shared with the consumer after doing the calculations on scientific basis. Regarding Point No. 8 (ix) supra, I am of the opinion that the order of the Ombudsman cannot be cited as case law, and otherwise also the facts are different in that case.

12. In view of above, I am of considered opinion that there is no reason to interfere in the decision made by the CGRF. The Appellant is required to pay according to the revised bill in five equal installments as per the scheduled provided by the CGRF. Further, the Appellant is required to note that on this schedule of payment, LPSC for the entire period is waived off and the Respondent is required do the needful accordingly in the subsequent bills.

13. With reference to points raised by the Appellant as cited in Point 8(ii) supra, the Respondent are required to meticulously draw a schedule of periodic inspection/ testing or both and calibration of the meters as notified in DERC Supply Code and Performance Standards) Regulations, 2017 - *"Clause 32 (1) (iii) of Testing of Meter - The licensee shall, at no cost to the consumer, conduct periodical inspection or testing or both and calibration of the meters, as notified in Central Electricity Act (Installation and Operation of Meter) Regulations, 2006, as amended from time to time."*

To improve transparency, the Consumer Relations Cell of the Respondent should go extra-length to explain the bills in such cases so that there is no communication gap. As the bill, arrears calculations, LPSC are matters of detail, a campaign be undertaken by the Respondent to educate the consumers appropriately. I also see coordination issues amongst various departments of the



Respondent which needs to be addressed with regard to Point No. 8(vii) of the Appellant. An appropriate mechanism is required to be put in place to send the bills in time positively. Presently Delhi has substantial internet penetration (more than 75%). Efforts should be made to send the bills electronically and consumers be motivated to switch to this mode. Similarly, digital payment mode be encouraged by the Respondent.

14. The appeal is disposed off accordingly.



(P.K. Bhardwaj)
Electricity Ombudsman
11.03.2022