

**BEFORE THE COURT OF ELECTRICITY OMBUDSMAN, JHARKHAND**  
**4<sup>th</sup> floor, Bhagirathi Complex, Karamtoli Road, Ranchi – 834001**

**Case no. EOJ/05/2006**

**Dated- 13-August-2007**

**M/s Teksons Cooling System Pvt. Ltd.  
Singbhum (West)**

**Vrs. JSEB through its Chairman  
& others**

Present:

Mr. Sarju Prasad

Electricity Ombudsman

Mr. N.K. Pasari

For the petitioner

Mr. Rajesh Shankar

For the respondent

**JUDGEMENT**

1 This appeal has been preferred under Clause 13 of JSERC Regulation regarding Guidelines for Establishment of Forum for Redressal of Grievances of the Consumers and Electricity Ombudsman Regulation, 2005 for non-implementation of order of the Consumer Grievance Redressal Forum (CGRF) of Jharkhand State Electricity Board (JSEB) passed in consumer case No. 47/2004.

2. According to the appellant M/s Teksons Cooling System Pvt. Ltd. it is having its unit situated at Adityapur Industrial Area, P.S & P.O.- Gamharia, Dist.-West Singhbhum. Appellant was a HT consumer of JSEB for a contract demand of 325 KVA at 11 KVA as per agreement dated 09/12/96. The appellant's company went on making payment of electricity bills till May, 2000. According to the appellant due to deterioration in the market of cooling system, the appellant vide letter dated 11/07/2000 requested the Electrical Superintending Engineer of the area to reduce load from 325 KVA to 200 KVA. In the mean time, the appellant received an AMG bills for the year 1999-2000 on 14/06/2000 amounting to Rs. 3,36,013.00 against which petitioner filed remission claim under Clause 13 of the HT agreement on 28/9/2000. The appellant approached the officials of the Board and requested for taking necessary action regarding reduction of load from 325 KVA to 200 KVA but no action was taken by the Board, although the appellant sent several reminders to the officials of the Board. Ultimately the Assistant Electrical Engineer vide its letter dated 17/10/2001 sent feasibility report regarding reduction of load from 325 KVA to 200 KVA to the Electrical

17/10/2001 with reasons report regarding reduction of load from 210 KVA to 200 KVA to the Electrical Executive Engineer which was forwarded to the Electrical Superintending Engineer. Thereafter, the Electrical Superintending Engineer informed the petitioner vide letter dated 24/11/2001 that since the capacity of the transformer is of 315 KVA, the reduction of load can be allowed upto 210 KVA only. However, the Electrical Executive Engineer informed the petitioner vide letter dated 12/01/02 that the petitioner's letter dated 15/10/2001 has been treated as a letter for reduction of load, although the appellant has requested to reduce load vide letter dated 11/07/2000 but the load was reduced with effect from 15/10/2001. There was again deterioration in the market condition of cooling system and the appellant finally decided to close the unit and requested the Electrical Superintending Engineer vide letter dated 28/03/2002 to disconnect its supply under clause 9 of the H.T agreement and to refund the security money lying with the Board. In reply to its letter the Electrical Superintending Engineer vide letter dated 04/04/2002 informed the appellant that if he wants to determine the agreement, the appellant shall have to pay one year's AMG bill in lieu of 12 months notice. Although, the Board could have charged only 06 months AMG bills charges on account of the Jharkhand Industrial Policy, 2001 which was adopted by the Board also.

3. The appellant was served with AMG bills dated 8/6/2002 for the year 2001-2002 amounting to Rs. 8,15,140.00 against which the appellant filed remission claim under Clause 13 of the agreement vide letter dated 11/9/2002. The Electric line of the appellant was disconnected on 2/12/2002 for non payment of AMG bills for the year 2002-2003. He was also served with AMG bills for 12 months in lieu of the notice period i.e. for 2002-2003 amounting to Rs. 10, 01,361.00 followed by a notice asking the appellant to deposit a sum of Rs. 24,61,587.00 within 15 days, failing which a certificate proceeding would be initiated for realization of the bill. The petitioner went on making representation for remission on various accounts but it was not complied by the Board. However, the Board revised its bill dated 24/7/2003 and a bill of Rs. 16,87, 000.00 & odd was served upon the appellant without allowing any remission or reduction of load. Therefore the appellant filed an application before the CGRF of JSEB which was registered as case no 47of 2004.

4. The Board contested the case but ultimately CGRF vide order dated 29/12/ 2004 gave the following directions:-

“ (i) The petitioner is entitled to grant of remission for each and every minute of interruptions for the period 1999-2000, 2001-2002 & 2002-2003. The petitioner should file a fresh representation before the General Manager-Cum-Chief Engineer within 15 days of receipt/ production of this order and the General

Manager-Cum-Chief Engineer on receipt of the representation shall give a fresh hearing and shall decide the matter in two months in light of the above observation.

(ii) The Electrical Superintending Engineer shall get the bill revised in accordance with the observations made in Para 7.3, 8.3 and 9.3 above and serve the same to the petitioner within one month. In such case where the petitioner shall have to make payment of any additional amount, it will do so within due date. However, if no amount is recoverable, rather it is payable to the petitioner, the Electrical Superintending Engineer shall take necessary action to ensure refund of the amount at an early date.”

5. According to the order of the CGRF dated 29/12/2004 the appellant filed its representation to the General Manager-Cum-Chief Engineer of JSEB in the first week of January, 2005 but it was not decided within two months from the date of filing of the representation as per direction of the CGRF. The appellant also filed reminder before the General Manager for implementation of order of the Forum but the same was not complied by the Board. The Board issued a revised bill to appellant and has accepted that a sum of Rs. 10, 22,385.00 has been charged in excess from the actual amount from the appellant which is liable to be refunded. In spite of that the JSEB official are sitting tight over the matter and the excess amount has not been refunded. According to the appellant, the JSEB has not complied with the order dated 29/12/2004 of CGRF in the following manner:-

(A) Determination of remission under clause 13 for four years i.e. 1999-2000 to 2002-2003 in terms of orders of the CGRF.

(B) Secondly, the JSEB has failed to refund a sum of Rs. 10, 22,385.00 which is the excess amount realized from the appellant by the JSEB. Therefore, the appellant has filed this appeal for implementing of the order of the CGRF.

6. Earlier the case was decided *ex parte* as the JSEB did not file counter affidavit within time. However on the prayer of the JSEB *ex parte* order was set aside under Rule 13 of the order IX CPC and in pursuance of that the JSEB has filed counter affidavit in which it is admitted that the appellant is entitled to refund of the excess amount which has been realized from the appellant in view of the order of the CGRF but the initial amount which was calculated to be Rs. 10,22,385.00 for refunding to the appellant, has been re-calculated and now it was found that only a sum of Rs. 8,07,803.00 is to be refunded to the appellant. The details of the refundable amount of Rs. 8,07,803.00 has given in para 11 of the affidavit. The JSEB has also submitted a cheque for this amount dated 19/4/2007 which was handed over to the appellant. According to JSEB there is no basis for

claiming interest on the unpaid amount, as CGRF has not ordered for revised amount with interest. Further according to the JSEB, a sum of Rs. 93,386.00 has been calculated under Clause 13 of the HT agreement by the General Manager-Cum-Chief Engineer of the JSEB and a cheque dated 4/5/2007 of this amount was also handed over to the appellant on 7/5/2007.

7. It appears that the excess amount which was due to be refunded to the appellant along with remission has been refunded to the appellant but the same has not been refunded in time as per the order of CGRF.

8. Therefore the appellant has made prayer for directing to Board to pay interest at the rate of 21% per annum which Board charges as DPS charges from the consumers. The regulation of JSERC also contemplates for payment of interest in the same rate as the Board charges from the consumers if any sum was not paid in due time.

9. It is crystal clear that the officials of JSEB have been very much callous in implementing the order of CGRF dated 29/12/2004. According to the order of the CGRF the General Manager-Cum-Chief Engineer was to decide the remission under Clause 13 of the HT agreement for each and every minute of interruption for four years i.e. 1999-2000 to 2002-2003 within two months of filing of representation. According to appellant, the representation was filed in the first week of January, 2005 but the same was not decided by the General Manager for more than two years. Similarly, as per observations of CGRF, the excess amount was to be calculated within one month and refund of amount was to be made at an early date. But it appears that in spite of the calculation made by the JSEB, the amount was not paid for more than two years to the appellant.

10. This shows callousness and lingering attitude of the JSEB. Therefore the Board must be saddled with the interest at the rate of 10% per annum from April 2005 till the date of handing over the cheque to the appellant on the excess amount and the remission so calculated by the Board. Since, the actual amount of remission and an excess amount have been refunded by the Board. Board is directed to pay the interest on accepted excess amount and remission amount from April, 2005 till the payment to the appellant within 60 days from the date of this order. With the above order this appeal is disposed off.

Dictated & corrected by me

Sd/-  
Electricity Ombudsman

