

BEFORE THE COURT OF ELECTRICITY OMBUDSMAN, JHARKHAND
4th floor, Bhagirathi Complex, Karamtoli Road, Ranchi – 834001

Case no. EOJ/05/2006

Dated- 12-March-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 (Absent).

JUDGEMENT

1. This is an appeal under clause 13 of JSERC notification dated 7th April, 2005, regarding Guidelines for Forum for Redressal of Grievances of the Consumers and Electricity Ombudsman Regulations, 2005, against the non implementation of the order of Consumer Grievance Redressal Forum (CGRF) of Jharkhand State Electricity Board (JSEB) in consumer case No. 47 of 2004.

2. The brief facts, giving rise to appeal is that the appellant M/s Teksons Cooling System Pvt. Ltd. a company duly incorporated under the provisions of the Company Act, 1956 having its unit at Adityapur Industrial Area, Large Sector, P.O. & P.S. Gamharia, Dist. Singbhum (West) was a H.T consumer of JSEB for a contract demand of 325 KVA at 11KVA as per the agreement dated 09/12/96. The appellant's company went on making payment of energy bills till May 2000 and there was no dispute in billing and payment of monthly energy bill till May 2000. According to appellant the market of cooling system deteriorated in January 2000 therefore he faced difficulty in running its units and decided to reduce its load. The appellant vide letter dated 11/07/2000 requested the Electrical Superintending Engineer to reduce load from 325 KVA to 200 KVA. In the meantime the petitioner 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 H.T agreement on 28/09/2000. The appellant, in the meantime, approached the officials of the Board and requested for taking necessary action regarding reduction of load but no action was taken by the Board and the appellant had to send a reminder on 08/08/2001 with a copy to General Manager-cum-Chief Engineer and also a letter to the

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Assistant Electrical Engineer on 15/10/2001 for reduction of load. Thereafter, the Assistant Electrical Engineer vide its letter dated 17/11/2001 sent, feasibility report to the Electrical Executive Engineer for reduction of load from 325 KVA to 200 KVA. The Electrical Executive Engineer forwarded the same to the Electrical Superintending Engineer. The Electrical Superintending Engineer informed the petitioner vide letter dated 24/11/2001 that since its transformer capacity is of 315 KVA, the reduction of load can be allowed up to 210 KVA only and not 200 KVA. However, the Electrical Executive Engineer informed the petitioner vide letter dated 12/01/2002 that the petitioner's letter dated 15/10/2001 has been treated as a letter for reduction of load without assigning any specific reason. The Electrical Superintending Engineer in super-session of its earlier letter dated 12.01.2002 informed the appellant that the letter dated 08/08/2001 has been treated as the letter for reduction of load in place of letter dated 15/10/2001. Further due to deterioration in the market condition, the petitioner 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 also 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 petitioner that if it wants to determine the agreement, the petitioner shall have to pay one year's AMG bill for 12 months notice period. According to the appellant the Board could have charged only 6 months AMG bills on account of the Jharkhand Industrial Policy 2001, which was adopted by the Board also.

3. Further according to the petitioner instead of deciding the issue of reduction of load, the line was disconnected with effect from 28/03/2002 and was served with AMG bills dated 08/06/2002 for the year 2001-2002 amounting to Rs. 8,15,140.00 against which the petitioner filed remission claim under clause 13 of the agreement vide letter dated 11/09/2002. The line of the appellant was disconnected on 02/12/2002 for non-payment of AMG bills for the period 2002-2003. He was also served with AMG bills for 12 months in lieu of the notice period i.e. for 2002-03 amounting to Rs. 10,01,361.00 and was 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 had also filed the claim for remission under clause 13 of the agreement against the AMG bills for the year 2002-03 vide letter dated 16/04/2003. The petitioner went to making representation for remission on various accounts but he was not allowed any relief. However, a revised bill dated 24/07/2003 of Rs. 16,87,000.00 was served upon the appellant. Although claims of the appellant were rejected and appellant was making payment of energy bill without allowing any remission or reduction of

load. Therefore he filed an application before the CGRF of JSEB, which was registered as case No. 47 of 2004.

4. The Board appeared in that case contested the case on various grounds, the consumer Forum ultimately considered the claim and counter claim of the party and has given a verdict to the following effect :-

“ (i) The petitioner is entitled to grant of remission for each & 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 final revised bill 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. In accordance with the order of the CGRF dated 29/12/2004 the appellant filed its representation before the General Manager-cum-Chief Engineer of JSEB in the first week of January, 2005 but General Manager – cum- Chief Engineer did not decide the representation within two months from the date of filing of the representation by the appellant and in spite of 12 dates had been fixed in last 1½ years no endeavor was made by any officials of the Board for speedy disposal of the representation which ought to have disposed of within two months i.e. by the first week of March, 2005. The Appellant also filed reminder before the General Manager for implementation of the order of the Forum thereafter only 25% of the order of the CGRF has been complied with. A revised bill have been served upon the appellant and the board has accepted that Rs. 10,22,385.00 has been charged in excess of the actual consumption from the appellant, is liable to be refunded. In spite of that the JSEB officials are sitting tight over the matter and has not refunded the accepted excess amount of Rs. 10,22,385.00 by the Board. According to the Appellant the following three parts of the orders of

the CGRF dated 29/12/2004 has not been complied with.

A) Determination of remission under Clause 13 for four years i.e., 1999-2000 to 2002-2003, in terms of orders of Consumer Grievance Redressal Forum allowing relief on

- 1) Remission of each & every minute of non-supply of electricity to be granted.
- 2) Remission on account of reduction of KVA charges has also to be given

B) Refund of Rs. 10,22,385/-, which is an admitted due.

C) After determination of remission under clause 13 for four years, refund the amount calculated on the basis of such determination.

6. According to the appellant although legal notice was served upon the JSEB and its officials and a writ petition was filed before the Jharkhand High Court in WPC No. 5487 of 2006, as yet the JSEB officials have not paid the amount realized in excess to the appellant amounting to Rs. 10,22,385.00/-. The appellant has made representation in this appeal for implementation of the order of CGRF dated 29/12/2004 and to impose penalty against the officials of the Board with interest @ 21% from April 2005 till the payment is made to the appellant.

7. The JSEB appeared through the Advocate prayed that they would file counter affidavit which was allowed but thereafter the JSEB left taking interest and did not file any counter affidavit refuting the claim of the appellant. Therefore the matter was heard ex-parte.

FINDINGS

8. From the materials on the record I find that although JSEB by the revised bills dated 14/12/2005 has admitted that the appellant has paid in excess amount of Rs. 10,22,385/- but the JSEB has not taken any steps to refund the excess amount to the appellant on account of energy bills. It appears that the officials of the Board and respondent are not taking interest for implementing the order of CGRF dated 29/12/2004 in consumer case No. 47 of 2004. As per the order of the CGRF matter should have been decided within two months from filing of the representation by the appellant, which was filed in the first week of January 2005 itself as yet the officials of the JSEB has failed to implement the order of the CGRF therefore the JSEB is liable to pay the interest on excess payment made by the appellant at the Bank's rate till realization. The appellant is also entitled for remission under clause 13 of the agreement as per the order of the Consumer Grievance Redressal Forum

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FOR REMISSION UNDER CLAUSE 13 OF THE AGREEMENT AS PER THE ORDER OF THE CONSUMER GRIEVANCE REDRESSAL FORUM dated 29/12/2004. Therefore this appeal is fit to be allowed.

9. In the result the following directions are being given to the JSEB:-

(i) JSEB must refund the amount of Rs. 10,385.00/- as admitted by them in revised bill dated 14/12/2005 with simple interest at the rate of 10% per annum from April, 2005 till the above sum is refunded to the Appellant.

(ii) It is further directed that the respondent (2) must determine the amount of remission as per the clause 13 of the H.T. agreement for 4 years i.e. 1999-2000, 2000-2001, 2001-2002 & 2002-2003 in terms of order dated 19/12/2004 of CGRF for giving remission on each and every minute non supply of electricity and remission on account of reduction KVA charges within one month from the date of this order and any remission so determined under clause 13 by the respondent (2), must be refunded back to the appellant within 60 days from the date of receipt of this order by the JSEB with interest at the rate of 10% P.A from April 2005 till the sum is refunded back to the appellant .

(iii) The JSEB must consider fixing responsibility of the officers for non-implementation of the order of CGRF and should take appropriate action against the erring officers.

Sd/-

Electricity Ombudsman