

Office of the Electricity Ombudsman

(A Statutory Body of Govt. of NCT of Delhi under the Electricity Act, 2003)

B-53, Paschimi Marg, Vasant Vihar, New Delhi – 110 057

(Phone-cum-Fax No.: 011-26141205)

Appeal No. 02/2018

IN THE MATTER OF:

Shri Anand Kumar Gupta - Appellant

Vs.

M/s Tata Power Delhi Distribution Ltd. – Respondent

(Appeal against order dated 11.12.2017 passed by CGRF- TPDDL in CG No.

7392/08/16/KPM)

Present:

Appellant: Shri B.P. Agarwal, Advocate on behalf of the Appellant

Respondent: Shri Harshendu Kumar, Senior Manager (Legal), Shri Adarsh Kumar, Asstt. Manager, Shri Syed Hasan, Manager, and Ms Parul Bansal, Asstt. Manager, on behalf of TPDDL

Date of Hearing: 07.03.2018

Date of Order: 13.03.2018

ORDER

1. The subject matter of this appeal, filed by Shri Anand Kumar Gupta of M/s Vishwakarma Metal, A-101/12, Wazirpur Industrial Area, Delhi - 110052, against the verdict of the CGRF-TPDDL cited above, concerns the Appellant's complaint that an allegedly inflated bill has been raised by the Discom (Respondent) against him on the basis of questionable consumption readings generated by a faulty meter.

2. More specifically, the Appellant's contention is that an inflated bill of about Rs. 2.14 lakhs has been served on him by the Discom on the basis of faulty meter readings for the period 09.03.2016 to 11.06.2016 and that the meter, which was replaced on 11.06.2016, was again replaced on 20.07.2016 by the Discom without assigning any reason. The Appellant has further alleged a violation of Clause 57 of the Electricity Rules of 1956 which provides that an installed meter shall be deemed to be correct unless it is established that it is either slow or fast – an accuracy check which was not carried out by the Discom in the present instance. He has also alleged that the replaced meter was illegally destroyed by the Discom which, according to him is tantamount to destruction of evidence and which establishes that the meter was not defective.

3. The Discom's version of the affair is that a meter inspection report on 28.04.2016, countersigned by the consumer, showed that current and voltage particulars were not showing up in the display with the data analysis report concluding that this was a consequence of a Y-phase voltage failure since 09.03.2016. The manufacturer of the meter, M/s L & T Electrical & Automation, who were requested by the Discom to examine the phase-wise voltages and currents of the meter, reported after testing that the average voltage was well below standard of 220 volts after 09.03.2016 with one of the phases, the Y-phase, missing. The Discom has submitted a summary of the cumulative duration of these missing Y-phase voltage events for the period 09.03.2016 to 11.06.2016 with a total of 39 such events having been observed for a




duration of about 93 days and 17 hours. The Discom, therefore, assessed the amount payable by the Appellant for the period during which the Y-phase is missing on the basis of the actual consumption data of the preceding period and raising a demand of about Rs.1.9 lakhs after adjusting and accounting for payments already made.

4. Both the parties have been heard and the material on record taken into consideration. Reduced to its essentials, the Appellant has basically argued that the meter in question was defective and has challenged the credibility of the test conducted by its manufacturer as well as the basis on which the bill has been raised by the Discom. At the same time, he has not specifically denied that his premises were not consuming electricity during the period under consideration.

5. Firstly, it is necessary to establish where the fault, if any, lay and whether it had bearing on either the credibility of the data being registered by the meter. In the present case, it is clear from the site inspection report of 28.04.2016 – duly countersigned by the Appellant – and the manufacturer's test report on the nature of problem that it was an external event and not a fault or error internal to the meter itself. Under normal operating conditions, the meter would have been recording all the three phases. In the present case, one input phase, the Y-phase, was missing as a consequence of which the meter was registering lower consumption values with only the data not being displayed but without the integrity of the consumption data itself being affected or compromised. An accuracy test of the meter or the allegation that it is faulty is misplaced and not germane to the issue at hand as a missing phase will only result in a reading lower than expected as the power consumed at the premises depends on the voltage available to the meter. This is a technical fact and the Appellant cannot merely take shelter behind a claim that the meter – as far as his consumption data was concerned – was defective or faulty. There is nothing on record to indicate that the Appellant ever requested a third-party testing of the meter to which he was entitled – had he done so, the Discom would have been bound to act on that. Incidentally, the counsel for the Appellant claimed that his client was not aware of the contents of the L&T test report on the meter which is a bit surprising since the report formed part of the records in the case before the CGRF.

6. Again, the mere factum of the meter having been destroyed by the Discom cannot be construed as an illegal act as alleged as there is no provision under any rule or regulation requiring Discoms to retain physical possession of replaced meters for any specified of time. Similarly, the mere factum of its destruction does not point to an inescapable conclusion that the meter was indeed defective or automatically translate into an admission of guilt on the part of the Discom. Furthermore, the Appellant's allegation that the downloaded consumption data cannot be relied on as it was not done so in an independent laboratory but by the manufacturer of the meter who is an interested party who will not give an adverse report, is an unsupported sweeping generalization lacking any evidence to the contrary. As regards the Appellant's invocation of Clause 57 of the Electricity Rules of 1956 mentioned in paragraph 2 supra, it is to be noted that this legislation has since been supplanted by the CEA Rules of 2010 and recourse cannot be taken to regulations which have been since repealed and are no longer legally in force. The Appellant's further contention that the second replacement of the meter on 20.07.2016 was done for reasons best known to the Discom is patently incorrect since this replacement was done expressly on his own complaint of sparking problems in the meter. At the same time, there seems to have been a clear case of a communication gap between the Discom and the Appellant. It would have been appropriate if the Discom had clearly explained to the Appellant the reasons and basis for the replacement of the meter and its bearing on the consumption readings as registered.

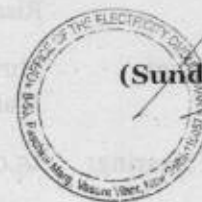
7. Regarding the billing modalities, the Discom has held that they have followed the procedures prescribed under Regulation 43 of the DERC's Supply Code & Performance Standards Regulations, 2007 (which has since been substituted by Regulation 39 of the new Code of 2017) by raising a bill on the basis of average consumption data. The bill



for consumption, already paid by the Appellant for the period 09.03.2016 to 11.06.2016, has actually been for consumption lower than what should have been as the meter was recording a lower consumption level because of the missing Y-phase as explained in paragraph 5 above. No substantive evidence has been adduced by the Appellant to prove that his factory premises were either closed or operating below par during the period of the billing being disputed by him. The consumption pattern is essentially consistent throughout including during the period after the replacement of the meter and the consumption data does not lend itself to any interpretation involving abnormalities. The Discom has also clarified that the "OK" remarks appearing on the two meter reading download forms refer to the validity of the data downloaded and do not indicate any defect or fault in the meter itself.

8. In summary, no substantive case is made out for any interference with the verdict of the CGRF except to the extent that LPSC charges on the amount payable during the pendency of this case from the date of its institution before the CGRF to the date of the disposal of this appeal may be waived.

This appeal is disposed off accordingly.



(Sundaram Krishna)
Ombudsman
13.03.2018