

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.743/2016

IN THE MATTER OF:

Smt. Shiksha - Appellant

Vs.

M/s Tata Power Delhi Distribution Ltd. – Respondent

(Appeal against Order dated 19.05.2016 passed by the CGRF- TPDL in CG No.
7119/02/16/BDL)

Present:

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

Respondent: Shri Sachin Gara, AGM, Shri Vivek, Sr. Manager (Legal) and
Shri Aditya Mishra, Asst. Manager, Authorised Representatives
of TPDDL

Date of Hearing: 04.08.2016

Date of Order: 10.08.2016

ORDER

1. Appeal no.743/2016 has been filed by Smt. Shiksha, H.No.11, Teacher Colony, Village Samaipur, Delhi against CGRF-TPDDL's order in CG No.7119/02/16/BDL dated 19.05.2016.

2. The case revolves around an amount of Rs.3,09,458/- for the assessment period 22.01.2015 to 21.07.2015 reflected in the Appellant's electricity bill dated 12.11.2015 on the ground that her meter was defective with a reference to Clause 43 (i) of DERC Regulations, 2007 to support the action. The Appellant disputed this bill before the CGRF saying that at the time of inspection of the meter installed at her premises on 13.07.2015, nothing abnormal had been found and that the remark appended to the report to the effect that "*meter data could not be downloaded due to some technical problem and is to be taken for AMR.*" is intentional. The meter was, however, replaced with a new one for reasons best known to the Respondent (the Discom) although an accuracy check of the meter at the time of inspection would have sufficed. The Discom's contention that the meter was defective was, therefore, incorrect.

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3. The Appellant further held before the CGRF that the meter data was being downloaded every month through Automated Meter Reading (AMR) for taking readings but at no stage was it observed to run intermittently. Even if it was presumed that meter was indeed defective, then it was required to be replaced within 15 days in accordance with Clause 38 (f) of DERC Regulations, 2007 which was not done and which only supports the Appellant's contention that it was running correctly. According to her, the respondent has also violated Clause 57 of the Electricity Rule, 1956 which states that a meter installed in a premise shall be deemed to be correct unless it is established that it is running slow or fast while, in the instant case, no such test was conducted, either through an accuracy check or by installing another meter in parallel. The Discom has thus erred by charging the appellant on the ground that the meter ran slow for six months without having subjected it to a proper verification. She has also quoted a judgement of the Hon'ble Supreme Court in Municipal Committee Hoshiarpur Vs. Punjab State Electricity Board wherein the need for verification through a check meter had been mentioned.

4. In its response, the Discom held that the meter was inspected on 13.07.2015 but the data could not be downloaded due to a technical problem. An analysis of the data downloaded on 25.05.2015 and 09.06.2015 revealed that the current without potential in the Yellow-phase (Y-Phase) was intermittently missing from 28.11.2014 onwards till the meter's replacement on 22.07.2015. An assessment for the period 22.01.2015 to 21.07.2015 (restricted to a maximum of 6 months instead of 8 months as per Clause 43 of the DERC's Supply Code and Performance Standards Regulations, 2007) on the basis of average consumption from 10.11.2013 to 28.11.2014 for 33,328 units was billed for Rs.3,03,889/-.

5. The Discom also stated that since the consumer or her representative did not dispute or decline to sign the test report at the time of replacement of the meter, no third party testing as per Clause 38 (1)(g) of DERC Regulations, 2007, was carried out and that the meter was inspected on 13.07.2015 and replaced on 22.07.2015, i.e. within 9 days from the date of inspection. It was thus incorrect to say that it had not been replaced within 15 days. Further, as the Y-Phase was intermittently missing, it was technically not possible to carry out assessment for intermittent periods only with the only viable option being an assessment as per Clause 43 of Regulations of 2007. According to the Discom, the reference by the Appellant to Clause 57 of Electricity Rule, 1956 was incorrect as the downloaded data established that the meter had not been recording regularly and which, in turn, pointed to a fault or defect in the meter necessitating its replacement. The Discom admitted to a clerical error in which they had told the Appellant in response to her letter of 01.04.2016 that the potential in Blue-Phase was missing instead of Y-Phase.

6. The CGRF's final order has disposed off the case on the ground that complainant has not been able to produce any documentary evidence that the bills raised are in violation of DERC Regulations, 2007. Having gone through the material on record, I am of the opinion that the CGRF's dismissal of the appeal merely on this basis is somewhat summary. The charges have been imposed on the basis of downloaded data taken from the AMR. This technology, which permits automatic collection of consumption, diagnostic and status data from the meter, has the main advantage of enabling billing based on near real time consumption rather than on estimates based on past or predicted consumption patterns.



7. It is clear from the submissions of the Discom itself that the Y-Phase of the meter remained intermittently missing over a period of 84 days from November, 2014 to July, 2015. Clearly, the actual duration of the period for which the meter remained defective was 84 days only. The Discom has placed reliance on Clause 43 of the Regulations mentioned in paragraph 4 above to justify its assessment. A closer reading shows that sub-clause (i) provides for a maximum time limit of six months for the purposes of billing a consumer for a period a meter remains defective. The operative word here is "maximum" and the sub-clause merely sets an upper limit to the time period to be taken into consideration for such purposes. It does not and cannot be interpreted to mean that the maximum period of six months provided for is to be automatically taken into consideration for the purposes of billing calculations irrespective of the actual period during which a meter remains defective even if it is less. Such an action would be patently unfair to the consumer.

8. Accordingly, the order of the CGRF is hereby amended to the extent that the Discom is directed to revise the bill of the Appellant on the basis of a period of 84 days only – the period during which the meter remained defective - instead of 180 days.


(Sundaram Krishna)
Ombudsman
10.08.2016

