

THE ELECTRICITY OMBUDSMAN, UTTARAKHAND

Shri Manoj Sharma
C/o A.K. Bajaj,
C-104, Shriram Residency, Belri
Shalahpur, Haridwar Road, Roorkee
Haridwar, Uttarakhand

Vs

The Executive Engineer,
Electricity Distribution Division, (Urban)
Uttarakhand Power Corporation Ltd.
Roorkee, Haridwar,
Uttarakhand

Representation No. 30/2024

Award

Dated: 19.12.2024

Present appeal/ representation has been preferred by the appellant against the order of Consumer Grievance Redressal Forum, Haridwar Zone, (hereinafter referred to as Forum) dated 11.07.2024 in complaint no. 67/2024 by which Ld. Forum has dismissed the complaint of appellant Shri Manoj Sharma, C/o A.K. Bajaj, C-104 Shriram Residency, Belri Shalahpur, Haridwar Road, Roorkee, Haridwar (petitioner) against UPCL through Executive Engineer, Electricity Distribution Division (Urban), Uttarakhand Power Corporation Ltd., Roorkee, Dehradun, Uttarakhand (hereinafter referred to as respondent).

2. The petitioner, Shri Manoj Sharma has preferred the instant representation dated 26.07.2024 on being aggrieved with Forum order dated 11.07.2024 in his complaint no. 67/2024 before the said Forum. The petitioner has averred as follows:-
 - i. He had a temporary connection no. 6869999001215 at his premises Shriram Residency, Plot 78 Belri, Shalahpur, for which a transformer was installed he paid security and installation charges Rs. 60,000.00 and Rs. 1,52,295.00 as material security.
 - ii. On 03 occasions billing was done on arbitrary basis dated 19.03.2019, 07.09.2029 and 06.11.2019. The Forum adequately dealt with the problems

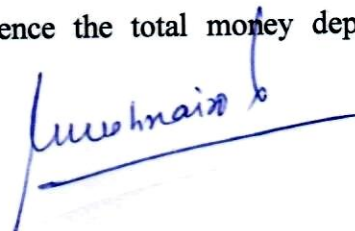
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related with above bills and directed the department for correction in the bills. However, wrong billing done on 25.12.2021 and all other bills thereafter have not been attended to by the Forum. Statement of billing and payments made are enclosed as Annexure-1.

It is evident from the above that during the period 09.09.2020 to 25.12.2021 no meter reading was taken while it is mandatory that consumer will be given bills every 02 months and in temporary connection cases bills are to be given monthly. In spite of writing letters to the department bills were hardly given on regular basis. Such delays have caused many abnormalities in billing, arbitrary billing and they made it heavy on him "Huge accumulated charges" with levy of penalty if not paid within time.

Even MRI of last readings of the meter was not done in the premises. Rather meter was dismantled on December 2020/ January 2021 and then MRI was done in his absence which is difficult to believe as even after dismantling of meter, different meter readings are shown in last bills.

- iii. Request for permanent disconnection was made to the Executive Engineer on 25.02.2022, there was no response from him.
- iv. After many months the department asked for original receipt, which was submitted on 01.11.2023 but thereafter there was no communication regarding PD and refund of security.
- v. Having received no response from the division he approached Forum for solving the following issues:-
 - a) Billing done by department was wrong and needs to be corrected.
 - b) Norms said by UERC regarding PD were violated by the department for which there is provision of penalty so, Forum was requested to award penalty on the department.
 - c) Even after submission of original receipt there was no response regarding PD and refund of money for a long time so, the matter required to be resolved.
 - d) The transformer was installed for which he paid charges subsequently a number of connections were given from the said transformers to the other consumers so this transformer was not dismantled and it is being used by so many new consumers and hence the total money deposited should be



refunded but since the transformer is existing as installed and being used by new consumers in the area there is no legal point to deduct money from his deposits and to pay the reduced money so, the total money deposited may be refunded with interest by adjusting in bills.

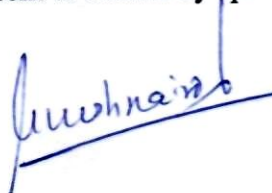
- e) The Forum was requested to give a date for hearing after 07.07.2024 as he had been busy with the issue of breast cancer of his relative but which was not acceded to and decision was taken on 11.07.2024 even without giving any opportunity to hear our case. Thus negating natural justice to them.

In view of above the present appeal has been preferred with the following prayer for relief:-

- i. A sum of Rs. 60,000.00 was paid as security installation charges and Rs. 1,91,295.00 as material security on 02.06.2014 at the time of taking temporary connection as the installation is being used for new consumers hence the entire amount Rs. 2,12,295.00 with interest from the date of PD order to be paid to him.
- ii. PD was applied on 25.02.2022 and action should have been taken within 15 days on his application but department did nothing in spite of many follow up. He was asked to submit original receipt which was duly submitted on 01.11.2023 but thereafter there has been no response from the department. UERC provides penalty on the department and to pay the same to the consumer so, he has prayed that a penalty should be imposed on the department and be given to him.
- iii. Matter of issuing and arbitrary billing be resolved in the interest of justice.
- iv. The department be asked to show in how many cases they have followed norms of UERC in case of PD.

The petitioner has substantiated his averments with following documents.

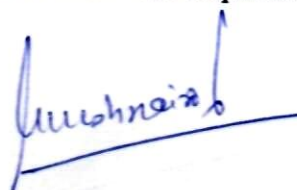
- a. Billing details as given by departments as Annexure 1
- b. Forum order dated 11.07.2024 as Annexure 2.
- c. Copy of his letter dated 29.06.2024 sent to Forum by speed post as Annexure 3.



3. After perusal of the records available on file and hearing arguments from the parties, the Forum was of the view that bill dated 19.03.2019 and 07.09.2019 are liable to be cancelled and bills from 18.01.2019 to 07.09.2019 are required to be revised @ 710 units per month and the Forum accordingly allowed the complaint and directed the opposite party to cancel the bills dated 19.03.2019 and 07.09.2019 and issue revised bills for the period 18.01.2019 to 07.09.2019 on average consumption of 710 units per month.
4. The respondent, Executive Engineer has submitted his written statement on 06.09.2024 along with a notarized affidavit, wherein he has submitted as follows:
- i) A complaint was filed by the petitioner before the Forum bearing no. 67/2024, which was decided by the Forum vide its order dated 11.07.2022.
 - ii) The Forum directed the respondent to cancel bills dated 19.03.2019 and 07.09.2019 and issue revised bill for the period 18.01.2019 to 07.09.2019 @ 710 units per month, which was duly complied with and therefore the present appeal is infructuous.
 - iii) The Forum directed the respondent to rectify the defects within 30 days, however the petitioner has filed the appeal vide letter dated 26.07.2024 and meanwhile the respondent had complied the judgment, therefore it is evident that the present appeal is not only infructuous but premature.

A preliminary objections:

- iv) Before going into the merits of the appeal it is necessary to state the important regulation 5 of UERC (Appointment and Functioning of Ombudsman) Regulations, 2004 sub regulation 5.1 stated that "Any complainant who is aggrieved by the order of the Forum or non redressal of his grievance within the specified time by the Forum may himself or through his authorized representative make representation to the Ombudsman within 30 days from the date of receipt of decision of the Forum or within 30 days from the date of expiry of the period within which the Forum was required to take decision, whichever is earlier."



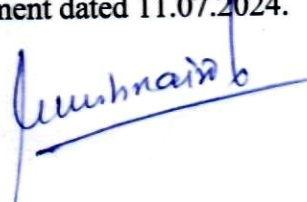
- v) It is explicitly stated in the above regulation that an appellant may file a representation only if the Forum has failed to redress the grievance, however in the present case, while adjudicating the complaint, the Forum directed the respondent to rectify or amend the bills. The respondent has complied with this order by duly rectifying the bills, therefore appellant cannot claim that the Forum has not addressed the grievance and therefore the present representation is liable to be rejected at the outset.
- vi) Furthermore a plain reading of the judgment clearly shows that Forum conducted a detail examination of the relevant bills and contentions duly recording, in its finding in the judgment.
- vii) The petitioner has failed to demonstrate the grounds on which the judgment of the Forum is being challenged before Hon'ble Ombudsman. The petitioner has not provided any specific reference to the judgment or any part thereof from which he is aggrieved. Instead it appears that the petitioner has merely copy pasted the averments of the complaints in this representation.
- viii) The petitioner has repeatedly raised the issue of delay in the PD of his temporary connection, even if it is hypothetically assumed that there was delay in PD, the facts remains that the petitioner was charged for the actual energy consumed as per meter readings during the entire period.
- ix) Additionally issue of delay in PD process, his submission is inconsequential and irrelevant. He applied for PD on 25.02.2022 (As mentioned in para 3 of the appeal). As per online records the meter sr no. 8801035 was dismantled on 25.02.2022 itself as the final reading 21569.15. The dismantlement in RAPDRP billing module was done on 14.03.2022, so it is clear that the respondent executed his duty within time as prescribed by Hon'ble UERC. The final OM for PD was also issued on 08.08.202, showing the refund of Rs. 20,790.00 after adjusting security deposit Rs. 60,000.00 and material security Rs. 1,51,295.00 against the final bill of Rs. 1,96,392.00 which includes actual consumption + LPS.

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- x) Since the respondent has fully complied with directions of Forum the present appeal is not only untannable but also non maintainable in the eyes of the law as there was no cause of action left.

Para wise reply

- xi) para i) admitted to the extent that it is a mater of record.
- xii) In reply to contents of para ii) it is mentioned that the Forum duly considered all the contentions of the complainant, which is evident from page 3 and 4 of the judgment. The respondent has also accepted that the Forum had adequately dealt with the billings and has ordered to rectify/revise the IDF bills as per actual average consumption. The division has revised/corrected the bills in compliance to the Forum's order. As per ledger total amount refund able to petitioner is Rs. 65,376.00. In the light of examination while the forum the petitioner's claim that Forum did not addressed the billing issue holds no merit.
- xiii) Subsequently billing was done as per MRI report, it is a settled practice that MRI data is not susceptible to human intervention as it remains intact. Furthermore the issue regarding MRI cannot be raised before the Hon'ble Ombudsman at the appellate stage as it is a continuation of the complaint. Moreover the appellant did not raise this issue before the Forum (MRI report is enclosed as Annexure 1
- xiv) Para iii) is incorrect false and denied as already explained under point no. ix). Bill dated 25.12.2021 was issued for a sum of Rs. 1,87,900.00 with meter reading 12562. Another bill was issued on 27.01.2022 at meter reading 12569 for Rs. 1,91,420.00. The petitioner failed to deposit the bill so a bill for Rs. 1,96,392.00 was issued up to 28.02.2022
- xv) Para iv) is incorrect false and denied. The petitioner was informed to collect the amount of refund.
- xvi) Para V) is admitted to the extent that the issues raised were addressed by the Forum and duly considered in its judgment dated 11.07.2024.



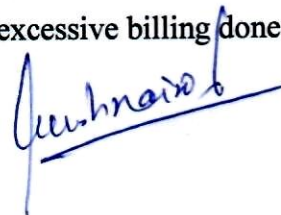
- xvii) The relief sought in para I is not tenable as the security despite and material security Rs. 60,000.00 and Rs. 1,51,295.00 respectively has fully been adjusted against the final bill as explained under point no. 9. Bills had duly been rectified in compliance to Forum order dated 11.07.2024 and the same will be reflected in the ledger.
- xviii) The relief sought in para II is incorrect, false and denied. The appellant is misleading the Hon'ble Ombudsman by not presenting the true and correct facts regardless of the delay the appellant was charged according to actual consumption. Therefore, the claim that the appellant suffered any loss due to delay in PD is neither legally nor logically justifiable. There was no such delay in dismantling of meter has explained under Para 9 of this WS.
- xix) The relief sought for under para III is infructuous as the bills have already been rectified as per Forum order dated 11.07.2024.
- xx) The relief sought for under para IV is incorrect, false and denied. The Hon'ble Ombudsman is not an RTI Forum where such extraneous reliefs can be sought by the appellant.
- xxi) The respondent duly reserves its right to file any addition document and supplementary/amend its WS during the course of proceedings.

Based on the aforesaid facts and circumstances and in the interest of justice the appellant has submitted that Hon'ble Ombudsman may kindly be pleased to dismiss the present representation filed by the appellant.

The respondent has substantiated his averments with necessary documents as referred in the WS and are adduced with it.

5. The appellant has submitted a rejoinder dated 23.09.2024 along with a notarized affidavit. Wherein he has submitted in reply to respondent's WS as follows:-

- i. Para 1 as submitted by respondent is accepted with the modification that the complaint was made to CGRF on the following 03 points:-
 - a. To direct UPCL for making proper amount of refund with interest.
 - b. To direct UPCL to sort out issues of excessive billing done and



- c. Also levy a penalty on UPCL for not working as per directives of UERC in affecting PD request.
- ii. Para 2 and 3 are accepted to the extent that CGRF directed UPCL to make amendments in bills as directed by CGRF.

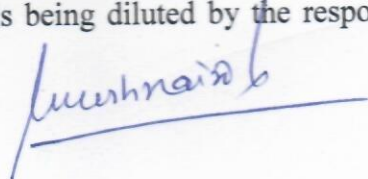
That contention of respondent that "his appeal before the Hon'ble Ombudsman is not only infructuous but premature" is not at all acceptable as highlighted by respondent in his para 4 by quoting regulation 5 of UERC Regulation 2004, an appeal before the Hon'ble Ombudsman is permitted if a complainant is aggrieved by Forum's order. This appeal is to be done within 30 days of receipt of Forum's order.

In this instant case the appellant is totally agreed by Forum's order as the Forum has not addressed all issues as put up before it by the appellant. These issues have been mentioned in para 1 above.

- iii. Reply to respondents para 4 is well explained in para 2 and it is clearly shown that CGRF has not attended issues requested by appellant further CGRF has not at all headed to request of appellant. To give appellant more time as he was busy in medical urgency of a relative.
- iv. Para 5 respondent is covered under para 2 as above.
- v. Para 6 is accepted partially only to the extent that Forum has done part study it has not asked following questions to UPCL.

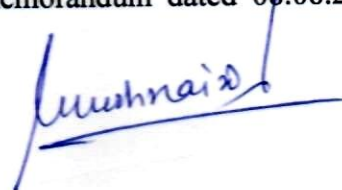
Why UPCL has failed in its responsibility to take readings every two months and generate bills every two months and then arrange to sent the bills to consumer. This failure has led to (1) very late detected of IDF meter and thereby asking consumer to pay bills as per their own wishes. It may be noted here that a new meter no. 8801035 was installed on 30.09.2020 (sealing report is enclosed as Annexure-1). No readings of this meter taken and bills generated from 19.09.2020 to 25.12.2021 (no meter reading taken and no bills generated for 15 months). Annexure -02 Consumer history attached.

- vi. Para 7 of respondent is not accepted as applicant has made points of appeal clearly stated.
- vii. Para 8 of respondent makes mockery of regulations of UERC which mandates UPCL to follow UERC regulations. PD requests are to be handled on a particular manner and this fact is being diluted by the respondent by stating



that mere settlement of bills is good enough for a consumer to get satisfied. It shows a lacks attitude of UPCL towards following UERC Regulations.

- viii. Para 9 of respondent is not acceptable as elaborated under para 7 above about PD. It may be noted that respondent admits to have made office memorandum for PD on 08.08.2023 while request for PD was done on 25.02.2022. UERC Regulations mandates 15 days time from date of application. It is admitted by respondent that they have violated UERC regulation on PD and they have harmed the user. Further it is a settled rule that while meter is dismantled from any site it will be done after obtaining signature from the user. Further reading of that meter will be taken in presence of the user either by MRI or any other device. UPCL has done neither of this.
- ix. Respondent has claimed certain event done by UPCL has proved that UERC directives for PD has been fully complied. This is not true and not acceptable.
- x. Para 10 of respondent is not acceptable as it is bad in law. Thus Para 12 of respondent is not acceptable for the reasons as clarified under para 1 and 2 above.
- xi. Para 13 is misleading as respondent has not paid attention to point 02 (b,c) of his letter dated 29.06.2024 to CGRF delivered on 01.07.2024 to CGRF
- xii. In this letter itself on third page point 8 it has been requested that a date to be fixed later than 07 July 2024 due to medical urgency which was not headed by CGRF and order was passed on 11.07.2024 without giving a proper hearing to his case.
- xiii. Para 14 of respondent is not acceptable.
- xiv. Para 15 is not acceptable as UPCL did not inform him to all about collecting the refund. Let respondent prove this point that they have sent any intimation to collect refund.
- xv. Para 15 of respondent is contested to the extent that Forum did not attend all issues and did not heed to giving any extended time to applicant as has been indicated in para 11 above.
- xvi. Respondents intention expressed in para 17 is not at all accepted. The materials have not been dismantled from site at all and they are still at site being used by respondent to supply power connection to another users. Further UPCL shows in their office memorandum dated 08.08.2023 that materials



received back vide MB no. 77L this may be noted that this is incorrect as no materials have been dismantled earlier also UPCL showed that materials have been received vide MB no. 70L. This is some sort of fudging by UPCL.

It may be noted that not materials have been dislodged from site and all materials are yet operational being used to supply power connection to many other users. So our claim for complete refund stands.

- xvii. Para 18 of respondent is self speaking as to it is setting a new standard of settlement of PD application whereby respondent is justifying that delay in PD application handling procedure will not result in any penalty if actual billing has been done. This is a new rule that respondent is making which is contrary to what UERC Regulation mandates. Respondent clearly shows its intention to make its own rule and not pay head to UERC regulations. This precisely is the attitude of the respondent which applicant is trying to attention of CGRF and also Hon'ble Ombudsman. That is why applicant has requested to examined all cases of PD application to judge whether respondent follows regulations as mandated by UERC or not.
- xviii. Para 19 of respondent is not acceptable as it is duty of UPCL to do metering every two months and generate bills accordingly. UPCL has crated unnecessary inconvenience to consumer by not generating bills timely. Further this disobedience on respondent's part to follow UERC mandate for billing is reflecting an attitude of neglect towards UERC Regulations. Further such neglect by UPCL has resulted in late identification of RDF case or meter not working is gave an arbitrary power to UPCL to generate inflated bills in the year 2019.
- xix. Para 20 of respondent is indicating that respondent is not willing to allow verification of time frame that respondent has adopted in PD application cases. Respondent is running away from this as in most cases. UERC norms on PD are not adhered to. Consumers are made to suffer in most cases they have to pay to get PD done. Applicant does emphasize on this prayer before Hon'ble Ombudsman.
- xx. Applicant prays to be allowed to submit any addition all documents and supplement/ amend its righting in due course of proceedings.



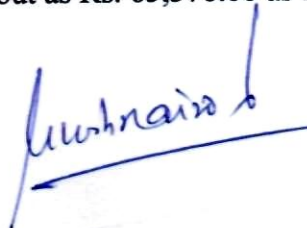
- xxi. Based on above facts and in the interest of general public an application in particular and in justice to prevail applicant prays to Hon'ble Ombudsman to kindly look in applicant's prayers based on facts.
- xxii. The petitioner has adduced documentary evidences as mentioned in his rejoinder.
6. Consequent upon submission of rejoinder by the petitioner 16.10.2024 was fixed for hearing. Both parties appeared and argued their respective case. In addition to oral arguments petitioner submitted some documents related to his case, copy of the same was handed over to respondent's counsel. Counsel for the respondent orally submitted to give time for further arguments, which was allowed and 23.10.2024 was fixed as the next date of hearing.

In the hearing dated 16.10.2024 the petitioner submitted following documents:

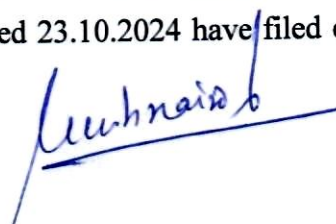
- i) Copy of respondent's OM dated 18.11.2022 according to which a sum of Rs. 80,874.00 was shown as refundable to the consumer after adjustment of Rs. 60,000.00 of security deposit and Rs. 1,52,295.00 as material security, thus total Rs. 2,12,295.00 was adjusted. In this OM a sum of Rs. 1,95,679.00 is shown as outstanding dues against petitioner's temporary connection. There appears a discrepancy in the refundable amount shown in this OM.
 - ii) A copy of petitioner's letter dated 08.07.2015 (shown received in respondent's office on 21.07.2015) written to Executive Engineer concerned with which meter sealing certificate, recent payment receipts and material and security deposits receipts claimed to have been enclosed. However these documents have not been enclosed with the above referred letter.
 - iii) A copy of SDO's letter no. 904 dated 10.09.2020 addressed to respondent Executive Engineer.
 - iv) A copy of petitioner's letter dated 19.12.2019 addressed to Executive Engineer.
 - v) Copies of a number of bills issued.
 - vi) A copy of letter dated 21.12.2019 addressed to Executive Engineer regarding wrong billing.
7. On the next date of hearing dated 23.10.2024, both parties appeared and argued their respective case. The petitioner submitted his written arguments in confirmation of his

earlier arguments of 16.10.2024 as also a written argument regarding oral submissions made by him during hearing on 23.10.2024. A number of allegations and objections in dealing the PD of the connection and violation of sub regulations of Supply Code regulations, 2020, as also regarding irregular and wrong billing and the matter of refund of security and material security. A copy of sealing certificate no. 5933/119 dated 04.08.2014 has also been adduced, vide which the temporary connection under reference was released by installing meter no. 335398 at zero (0) initial reading as also a copy of receipt 02.06.2014 issued by the respondent for Rs. 2,11,295.00 which includes Rs. 60,000 security deposit and Rs. 1,51,295.00 material security for taking 10 KW temporary connection. The petitioner has also adduced a copy of his letter dated 08.07.2015 addressed to respondent Executive Engineer raising objection for giving unauthorized connection from his transformer, wherein he has requested that the other connections given from the transformer be disconnected and also the transformer may be either repaired or changed. He has also enclosed copies of respondent's OM dated 18.11.2022, 08.08.2023. A copy of estimate dated 19.05.2014 for giving temporary connection, has also been enclosed.

8. The petitioner has submitted another written argument during hearing on 23.10.2024 where procedure for grievance redressal by the Ombudsman as provided under chapter 5 and provision for release of new connections as given under chapter 3 has been reproduced. These shall be discussed later in this order.
9. The counsel for the respondent also submitted objections on 23.10.2024 during hearing, against the documents filed by the petitioner. These shall also be discussed later in this order.
10. The respondent Executive Engineer has also submitted a copy of OM no. 5315 dated 29.10.2024 in which a sum of Rs. 65,376.00 has been shown as refundable amount. In the said OM he has also admitted that the refundable amount shown as Rs. 80,874.00 in his earlier OM dated 18.11.2022 and shown as Rs. 20,790.00 in OM dated 08.08.2023 respectively were wrong and thus the said OM dated 29.10.2024 has been issued. He has also enclosed a copy of office note no. 5309 dated 29.10.2024 wherein the refundable amount has been worked out as Rs. 65,376.00 as sanctioned in the said OM.



11. Records available on file have been perused and arguments from both parties were heard. It is borne out that both parties have raised certain objections, which are not sustainable as explained below.
12. The petitioner has demanded that the department be asked to show in general as to in how many cases they have followed norms of UERC in PD requests. This is an irrelevant demand from the petitioner and being beyond the subject matter of his petition is not to be considered and is turned down. The petitioner has raised objections regarding removal of material. It is clarified that he has paid only security Rs. 60,000.00 and material security Rs. 1,52,295.00 so his objection is not sustainable. He has also raised an objection that material given for his connection including transformer is being used by the respondents for giving connections to some other consumers. It is clarified that it is none of his business to see that to whom the respondent are giving connection and from which point of their network including the transformer as such the objection is irrelevant. He has also asked for examination of all cases of PD where respondent follows regulations as mandated by UERC or not. This point is irrelevant for this petition and is therefore turned down.
13. The petitioner in his written arguments dated 23.10.2024 referring to UERC regulations 2004 regarding appointment and functioning of Ombudsman and its amendment of 2010 has also challenged that since the petitioner has not engaged any advocate or legal counsel the respondent cannot be allowed to avail service of a legal counsel for contesting their case. It is clarified that petitioner's averment is wrong and he has not correctly interpreted the aforesaid regulation, it provides that Ombudsman can allow the respondents to engage a legal counsel even if the petitioner have not engaged any counsel. Therefore this objection is not sustainable and is overruled.
14. The respondent have also raised an objection under para 5 of their written statement that since Forum's orders have duly been complied by them by rectifying the bills as such the grievance stands redressed and therefore the present representation is liable to be rejected at the outset. Respondent's averment/objection is not sustainable because any person aggrieved with Forum's order can prefer a representation/appeal before the Ombudsman. Forum order's compliance by respondents is not a bar in filing appeal before the Ombudsman and hence this objection is not sustainable. The respondents in their written argument dated 23.10.2024 have filed objections against



the documents filed by the petitioner. It is clarified that Ombudsman is an appellate authority for hearing appeals preferred by any petitioner who is aggrieved with Forum order and it is not a court so certain CPC sections which are applicable in a regular court are not applicable in adjudicating petitions by Ombudsman. The Ombudsman has to examine the cases in view of relevant UERC regulations, statutory provisions under Electricity Act, 2003 and also relevant case laws of Hon'ble High Courts and Hon'ble Supreme Courts wherever may be applicable. Therefore respondent's objections are not sustainable.

14. After dealing the objections as aforesaid from petitioner and the respondent, the facts of the case are discussed as below:

- i. The petitioner has applied for a 10 KW temporary connection for construction purpose, which was registered by the respondents on 12.05.2014 after depositing registration fee Rs. 1,000.00 by the petitioner. Inspection of the site was carried out by JE on 13.05.2014 which was approved by the Executive Engineer on 15.05.2014. Estimate was finalized on 29.05.2014. As demanded by the respondent from the petitioner, the petitioner deposited Rs. 2,11,295.00 on 02.06.2014 which includes Rs. 60,000.00 as security and Rs. 1,51,295.00 as material security. The temporary connection was released on 04.08.2014 by installing meter no. 335398 vide sealing certificate no. 5933/119 dated 04.08.2014. The said meter was replaced by a new meter no. 8801035 by sealing certificate no. 02/184 dated 30.09.2020 as the old installed meter was found burnt. The billing was done till 23.02.2023 as per billing history and meter changed has been shown in the month of November, 2019. Billing history shows that bills were regularly issued for each billing cycle.
- ii. The petitioner had applied for permanent disconnection on 25.02.2022 and the connection was therefore permanently disconnected on 28.02.2022 as such there has been no delay in permanent disconnection however there has been inordinate delay in finalizing the account vide OM dated 18.11.2022. According to this OM a sum of Rs. 1,95,679.54 has been shown as outstanding dues and after adjustment of Rs. 60,000.00 as security deposit and Rs. 1,52,295.00 as material security a sum of Rs. 80,874.29 has been shown payable to the consumer. However another OM was issued on 08.08.2023 in

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which Rs. 1,96,392.00 has been shown as outstanding dues and after adjustment of security deposit and material security deposit for the same amount as were shown in the earlier OM dated 18.11.2022 a sum of Rs. 20,790.00 was shown payable to the consumer. Again the earlier OMs were revised vide OM no. 5236 dated 24.10.2024 in which after adjustment of the same amount of security deposit and material security as shown in the earlier OMs and after adjustment of outstanding dues Rs. 1,91,505.00 a sum of Rs. 65,376.00 has been shown payable to the consumer.

- iii. Again the respondent submitted a calculation memo no. 5309 dated 29.10.2024 and a revised office order no. 5315 dated 29.10.2024 in which the corrected amount of chargeable dues after revision of the bills for the period 19.03.2019 to 07.09.2019 in compliance to Forum's order dated 11.07.2024 has been shown as Rs. 1,46,919.00 and after adjustment of security deposit 60,000 and material security 1,52,295.00 a sum of Rs. 65,376.00 has been shown as refundable amount to be paid to the petitioner. Hence this is the final corrected office order in the case.

This shows not only inordinate delay in working out the refundable amount but also shows lackadaisical working in the office of the respondent Executive Engineer.

15. The petitioner in his petition has requested for resolving the issues and demanded following reliefs:-

- i. Refund the total amount of Rs. 2,11,295.00 deposited by him for taking temporary connection which includes Rs. 60,000.00 as security deposit and 1,51,295.00 as material security deposit. As is evident from the OM dated 29.10.2024 the total aforesaid amount has been shown refundable by way of adjustment of total outstanding dues Rs. 1,46,919.00 and thus this demand stands allowed and a sum of Rs. 65,376.00 is refundable as per aforesaid OM dated 29.10.2024 and has to be refunded to the petitioner by the respondent.
- ii. He has demanded that as there has been delay in permanent disconnection after his application dated 25.02.2022 order should be issued further to the department for making penalty as per UERC Rules.

As mentioned in this order earlier there has been no delay in permanent disconnection which was done on 28.02.2022 and he has been charged only

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for upto the date of disconnection. There has been delay in finalization of accounts as after permanent disconnection on 28.02.2022 accounts have been finalized vide OM dated 29.10.2024. This is a violation of sub regulation 3.2.3 (14) which provides as follows:-

“Refund of these securities shall be made within 15 days from the date of disconnection, failing which an interest as per Bank Rate shall be payable by the licensee. In case of failure on the part of Licensee in refund of securities within the aforesaid period, a compensation shall also be payable to such consumer in accordance with prevailing provision of Standards of Performance Regulations”.

- iii. Regarding delay in refund of security deposit after permanent disconnection the UERC (Standard of Performance) Regulation, 2022 provides under Sub regulation 7 (2 and 3) under Schedule 1 and under sub regulation 7 (3) under Schedule 3 provides as follows:-

Sub Regulation 7 (2 and 3) under Schedule 1

2	Consumer wanting disconnection	Within 7 days of submission of application in prescribed format for permanent disconnection
3	Refund of security deposit after adjustment (for permanent disconnection on consumer's request)	Within 30 days of permanent disconnection

Sub Regulation 7 (3) under Schedule 3

3	Refund of security deposit after adjustment (For permanent disconnection on consumer's request)	Within 30 days of permanent disconnection	Rs. 100 for each day of default	Not applicable
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As there has been no delay in Permanent disconnection Sub regulation 7(2) under Schedule 1 is not applicable. However provision of sub regulation 7(3) of Schedule 1 are applicable as there has been delay in finalization of refund

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of security as clarified above and accordingly sub regulation 7(3) under schedule 3 for payment of compensation is applicable.

Further as provided under sub regulation 3.2.3 (14) as reproduced above interest as per bank rate is also payable to the consumer the bank rate is defined under sub regulation 1.2 (K) of UERC Supply Code Regulation, 2020 which is reproduced below:-

“Bank rate” means the prevailing rate notified by the Reserve Bank of India as on 1st April of the year”.

- iv. Petitioner's prayer under point no. 4 wherein he has mentioned that department is asked to show in general as to in how many cases they have followed norms of UERC in PD request cases cannot be considered as already explained under this order in above paras.

Such being the case since there has been inordinate delay in finalization of refund of security and material security beyond prescribed period of SOP the respondents are liable to pay compensation as per above SOP regulation as also interest at bank rates as defined above for the delay beyond prescribed period as per SOP till such time the refundable amount as worked out under OM no. 5315 dated 29.10.2024 is refunded to the petitioner.

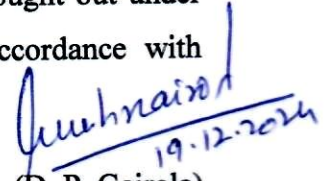
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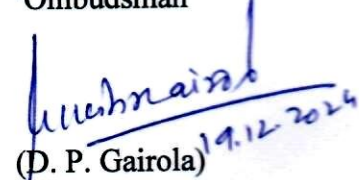
The petition is allowed. Forum order stand modified as per this order. The respondents are directed to refund the amount 65,376.00 as were brought out under their OM 29.10.2024 along with compensation and interest in accordance with aforesaid SOP Regulations.

Dated: 19.12.2024

Order signed dated and pronounced today.

Dated: 19.12.2024


(D. P. Gairola)
Ombudsman


(D. P. Gairola)
Ombudsman