

**OFFICE OF
THE ELECTRICITY OMBUDSMAN
ASSAM ELECTRICITY REGULATORY COMMISSION**

FILE NO. EOM. 17/2013

Petition No. 1/2013

Name of Petitioner: Nandan Tibrewal,
Director,
TEAMAFCO Private Ltd.
Near Old Shanti Gas Company
P.M. Khemani Road,
Dibrugarh - 786001
Assam

ORDER SHEET

12.07.2013

Mr. Nandan Tibrewal, Director, Teamafco Private Ltd., Near Old Shanti Gas Company, P.M. Khemani Road, Dibrugarh – 786001 hereinafter called the Petitioner submitted a complaint petition no. 'nil' dated 17.05.2013 which was received by the office of the Electricity Ombudsman on 27.05.2013.

Main contention of the Petitioner was that the Petitioner received a bill no. 22444 dated 09.01.2013 for Rs. 134514/- (Rupees One lakh thirty four thousand five hundred fourteen) raised by the UADCL, Dibrugarh for the period from 01.12.2012 to 01.01.2013. Due date of the bill was 24.01.2013. Minimum Contract Demand charged in the said bill was Rs. 49349.85 (Rupee Forty nine thousand three hundred forty nine and eighty five paise). The Petitioner paid the full amount of the bill under protest. The Petitioner complained that as per Agreement Annexure 'A' between the Manager, Teamafco Private Ltd. (consumer) and the Area Manager, Dibrugarh Industrial Revenue Collection Area, Dibrugarh declared seasonal contract demand was from April to November = 355 KVA and from December to March = 142 KVA and that the APDCL (UAZ) has wrongly charged the minimum contract demand for the month of December, 2012 taking into account the contract demand = 355 KVA, the Petitioner prayed before the Electricity Ombudsman for refund of excessively charged money either by way of refund or by way of adjustment in coming bills.

The Petitioner calculated the fixed charge taking into account of contract demand as 142 KVA which came to Rs. 48,990/- (Rupees Forty eight thousand nine hundred ninety). Chronological development of the complaint made by the Petitioner were:

1. On receipt of the bill no. 22444 dated 09.01.2013, the Petitioner complained before the Area Manager, IRCA, Dibrugarh vide their letter dated 20.01.2013.
2. The Petitioner received letter no. GM/UAR/APDCL/T-78/13/327-28 dated 07.02.2013 with a copy of the Annexure-A duly signed and dated by the General Manager on 07.02.2013 wherein the date of agreement was mentioned as 04.02.2013. It has been signed by the Deputy General Manager without date. It does not have the signature of the Area Manager but his rubber stamp has been fixed thereon. The

Petitioner complained that the date of agreement have been changed from its original date 27th July, 2012 to 4th February, 2013. The changing made in the date came to the knowledge of the Petitioner only upon receipt of the copy of the Annexure-A along with the letter No. GM/UAR/APDCL/T-78/13/327-28 dated 07.02.2013.

3. The Petitioner stated that all these have been done after submission of the copy of Annexure 'A' by the Petitioner and raising their claim.
4. The Petitioner mentioned about a letter No. GM/UAZ/APDCL/A-17/2012/567 dated 08.06.2012 sent by the General Manager to the Chief General Manager (Com) in their similar issue speaks wherein it was mentioned that "declaration of the consumer is enough". The Petitioner complained that the authority did not follow their own statement.
5. The Petitioner made a complaint dated 16.02.2013 before the General Manager, UAZ (APDCL), Jorhat and the Deputy General Manager, APDCL, Dibrugarh referring their previous complaint letter dated 20.01.2013 (sent by registered post on 22.01.2013) requesting to settle the complaint immediately for adjustment of excess amount paid by them. The General Manager, UAZ, Jorhat sent a letter to the Petitioner vide No. GM/UAZ/APDCL/T-31/2013/913 dated 22.03.2013 with reference to the complaint petition dated 16.02.2013 to lodge complaint before the competent authority as per clause no. 5.8 of the AERC Guidelines for disposal of the bill related complaint.

Thereafter, the Petitioner raised the issue before the Chief General Manager (D), APDCL (UAZ), Bijulee Bhawan, Guwahati and the Chief General Manager (C/R), APDCL, UAZ Bijulee Bhawan vide their letter dated 03.04.2013. In this letter, the Petitioner informed about the complaint made by them before the Area manager, General Manager and the Deputy general Manager referring the bill no. 22444 dated 09.01.2013 for Rs. 134514 raised by the APDCL, Dibrugarh and also informed about the letter no. GM/UAR/APDCL/T-78/13/327-28 dated 07.02.2013 issued by the General Manager, UAZ addressed to the Deputy General Manager forwarding a copy of Annexure A to the Petitioner which was signed by the General Manager but the date of agreement was changed from 27.07.2012 to 4th February, 2013 without the knowledge of the Petitioner. The Petitioner prayed to consider for refund of so charged excess amount in terms of fixed charges which should have been calculated taking into account the contract demand 142 KVA instead of 355 KVA for the month of December, 2012.

6. On 13.05.2013, they received copy of the letter from General Manager (Com-R)/IRCA Dib./2012/7(a) dated 22.04.2013 addressed to the Area Manager IRCA Dibrugarh, APDCL, UAR Dibrugarh.
7. Thereafter the Petitioner submitted complaint petition before the Chairman, CGRF, UAZ vide letter dated 08.04.2013 which was received by the office of the CGRF on 02.05.2013. Reply awaited.
8. In the meantime, office of Teamafco Pvt. Ltd. has been shifted to a new address and they informed the CGRF about their new address vide letter dated 26.04.2013.

The complaint petition is admitted under clause 6(4) in chapter-IV of the “Guidelines for Redressal of Consumer Grievance” notified by the Assam Electricity Regulatory Commission. From the complaint petition it is seen that the grievance of the Petitioner were twofold:

- a) In the bill No. 22444 dated 09.01.2013 amounting to Rs. 134514 (Rupees One lakh thirty four thousand five hundred fourteen) for the period 01.12.2012 to 01.01.2013, the fixed charge against contract demand was wrongly calculated by the UADCL, Dibrugarh by taking into account the Contract Demand at 355 KVA. But the fixed charge should have been calculated as per declared off seasonal Contract Demand (December to March) i.e. at 142 KVA as declared by the Petitioner in the Contract Demand Agreement in Annexure-A with date of agreement 27.07.2012.
- b) In Annexure-A, the original date of Agreement between the Manager, Teamafco Private Limited (consumer) and the Area manager, Dibrugarh Industrial Revenue Collection Area on behalf of APDCL was 27.07.2012 and the Petitioner submitted the Agreement before the Area Manager, IRCA, Dibrugarh which was received by the office of the Area manager IRCA, Dibrugarh on 06.08.2012. The Petitioner received back the Annexure-A which was signed by the General Manager and the Deputy General Manager. But the date of agreement was changed from the original 27.07.2012 to 04.02.2013 without the knowledge of the Petitioner.

It is to be decided

- (a) Whether the Respondent Area Manager, IRCA, UADCL raised the bill No. 22444 dated 09.01.2013 by wrongly calculating the fixed charge by way of taking into account the contract demand at 355 KVA which should have been as per declared off seasonal contract demand i.e. at 142 KVA for the month of December, 2012.
- (b) Whether the date of contract demand agreement in Annexure-A was changed/tempered to 04.02.2013 in place of the original date of agreement i.e. 27.07.2012 submitted by the Petitioner before the Area Manager, IRCA, Dibrugarh.

First date of hearing was fixed on 26.06.2013.

Respondent Hasan Sazid Ahmed, General Manager, Upper Assam Zone (UAZ), Jorhat who is also the designated Chairman of CGRF, UAZ, APDCL was present on the date of hearing on 26.06.2013 in the capacity as General Manager, UAZ.

Respondent Ajit Phukan, Area Manager, Dibrugarh, IRCA, APDCL Dibrugarh was present on the date of hearing on 26.06.2013.

Respondent Deputy General Manager, APDCL, Dibrugarh was absent without steps. The Respondent General Manager verbally informed that due to urgent official work, Respondent Deputy General Manager could not attend the hearing on 26.06.2013. I accepted the reason given by the General Manager, but at the same time, I want to put on record that the Respondent Deputy General Manager should have intimated his inability to attend the hearing before the Electricity Ombudsman showing cause. The Deputy General Manager did not even submitted parawise comments on the complaint petition as was asked for by the Electricity Ombudsman

vide order dated 03.06.2013. This is lapse on the part of Deputy General Manager, APDCL, Dibrugarh and also violative of the “Guidelines for Redressal of Consumer Grievance” notified by the Assam Electricity Regulatory Commission.

The Petitioner was also absent. Perused the letter no. ‘nil’ dated 17.06.2013 from the Petitioner which was received on 24.06.2013 vide registered A/D enclosing a photocopy of letter No. GM/UAZ/APDCL/CGRF-1/10/part III/13/262-65 dated 04.05.2013. In view of the letter dated 04.05.2013 of the General Manager, UAZ, Jorhat, the Petitioner desired to know whether their appearance in the hearing will be required or not. The Petitioner was asked to appear before the Electricity Ombudsman on the date of hearing i.e. 26.06.2013 vide order of Electricity Ombudsman dated 03.06.2013 alongwith copies of all documents in original which were enclosed alongwith their complaint petition dated 17.05.2013. The Petitioner should have acted as per order dated 03.06.2013. Hearing was taken on 26.06.2013 in the absence of the Petitioner or his representative.

Perused the parawise comment submitted by the Respondent General Manager UAZ vide letter NO. GM/UAZ/APDCL/CGRF-I(Part III)/13/659 dated 24.06.2013. In the parawise comment, the Respondent General Manager stated that the Contract Demand Agreement dated 27.07.2012 was submitted by the consumer i.e. M/s. Teamafco Private Ltd., Dibrugarh in the office of the IRCA, Dibrugarh which was received by that office on 06.08.2012. It was forwarded to the General Manager, UAZ by the Deputy General Manager, Dibrugarh Electrical Circle vide letter no. DGM/DEC/APDCL/UAR/T-128(D)-113/379 dated 21.01.2013. That Contract Demand Agreement was received in the office of the General Manager on 01.02.2013. After processing the same, the agreement was finally signed by General Manager, UAZ on 07.02.2013. In the parawise comment it was also mentioned that while putting the matter for signature of the General Manager, UAZ, the date of agreement was changed to 04.02.2013 in place of 27.07.2012. It was also stated in the parawise comment that when the consumer filed complaint before the Chairman, CGRF, UAZ, the General Manager, UAZ himself being the Chairman CGRF, UAZ, the matter was thoroughly scrutinized by him and he (the General Manager) found from the documental evidences that the date of agreement should not have been changed. So, the General Manager issued instruction to the Deputy General Manager vide letter no. GM/UAZ/APDCL/CGRF-1/10/Part-III/13/26 dated 04.05.2013 correcting the date of agreement to be as 27.07.2012 in place of 04.02.2013 and that the date 27.07.2012 be considered for all billing purposes. The Petitioner was also intimated by endorsing a copy of the above letter dated 04.05.2013 mentioning that “the case is hereby closed and is not registered under CGRF, UAZ, APDCL for hearing”.

Perused the letter No. GM/UAZ/APDCL/CGRF-1/10/Part III/13/261 dated 04.05.2013 issued by the General Manager, UAZ, Jorhat addressed to the Deputy General Manager, Dibrugarh Electrical Circle, APDCL. In this letter, the General Manager admitted that the original date of agreement as submitted by the consumer was 27.07.2012 which was received by the Area Manager, IRCA, Dibrugarh on 6th August, 2012 and therefore **the date of submission of copy of agreement be**

acknowledged as 6th August, 2012. The date of agreement was changed to 04.02.2013 in the office of the General Manager which should not have been changed as stated in the letter and the General Manager decided to rectify the date of agreement to its original date 27.07.2012 and instructed that the date 27.07.2012 be considered for all billing purposes. Copy of this letter was endorsed inter-alia to the Area Manager, Dibrugarh IRCA, APDCL for information and necessary action and to the consumer informing that the case was closed and was not registered under CGRF for hearing.

Perused also the parawise comment submitted by the Area Manager, IRCA, Dibrugarh. The Area Manager admitted that they received letter no. GM/UAR/APDCL/T-78/327-28 dated 07.02.2013 with a copy of the Annexure 'A' duly signed and dated by the General Manager on 07.02.2013 and that it has been signed by the Deputy General Manager without putting date, it did not have the signature of the Area manager but his rubber stamp was affixed thereon. The Area Manager also stated that the agreement was signed by the General Manager (UAR) on 4th February and hence it was taken as effective date. He also stated in the parawise comment that the chairman, CGRF, UAR vide order no. GM/UAZ/APDCL/CGRF-1/10/part-III/12/262-65 dated 04.05.2013 has corrected the date of agreement to be 27.07.2012 for all billing purpose and that accordingly arrangement has already been made to refund the excess amount charged to the consumer.

After hearing the Respondents namely the General manager, UAZ, APDCL, Jorhat and the Area Manager, Industrial Revenue Collection Area (IRCA), APDCL, Dibrugarh and after perusing all the documents submitted before the Electricity Ombudsman by the Petitioner and the Respondents and after taking into consideration of all aspects, I have come to the conclusion that

- a) In the bill no. 22444 dated 09.01.2013 fixed charge against contract demand for December 2012 was wrongly calculated.
- b) The original date in the Contract Demand Agreement in Annexure-A was tempered/changed from 27.07.2012 to 04.02.2013 in the office of the General Manager, UAZ, APDCL Jorhat without the knowledge of the Petitioner.

Therefore, the bill amount need to be rectified considering the fixed charge to be calculated as per off seasonal Contract Demand 142 KVA.

The Petitioner calculated the amount for refund Rs. 48,990 ((Rupees Forty eight thousand nine hundred ninety).

The Area Manager, IRCA, Dibrugarh on the date of hearing on 26.06.2013 submitted a statement of revised bill of fixed charge of the Petitioner for the period August, 2012 to February, 2013 alongwith his parawise comment. In this statement, the Area Manager calculated the fixed charge taking into account the Contract Demand 142 KVA for December, 2013 as follows:

Period	Contract Demand in KVA	M/D as per meter reading	Fixed charge already billed	Payment made vide Rt. No.	Fixed charge to be billed	Excess amount to be adjusted
Dec.'12	142	52.8	83216.62	18185 22.01.2013	33286.00	49930.62

I accept the calculation made by the Respondent Area Manager, IRCA, Dibrugarh and thus the excess amount for refund or adjustment comes to Rs. 49930.62 (Rupees Forty nine thousand nine hundred thirty and paisa sixty two).

Award:

The excess amount of Rs. 49930.62 (Rupees Forty nine thousand nine hundred thirty and paisa sixty two) charged by the UADCL against fixed charge in the bill no. 224444 dated 09.01.2013 for the month of December, 2012 be adjusted in subsequent bills of the Petitioner for the next two months i.e. July and August, 2013 in two equal installments @ Rs. 24965.31 (Rupees Twenty four thousand nine hundred sixty five and paisa thirty one). The Respondent Area Manager, IRCA, Dibrugarh will take necessary step in this regard and report compliance before the Electricity Ombudsman by the end of August 2013.

Direction:

The Respondent General Manager, UAZ, Jorhat admitted that the date of agreement in Annexure-A of the Contract Demand Agreement should have not been changed from 27.07.2012 to 04.02.2013 and he issued instruction to the Deputy General Manger that the original date of agreement 27.07.2012 be considered for all billing purposes vide letter dated 04.05.2013. **But as transpired in the hearing on 26.06.2013 that in the Annexure-A Contract Demand Agreement the date of agreement was not corrected as 27.07.2012 in place of 04.02.2013 till 26.06.2013.** Therefore, it is directed that the Contract Demand Agreement Annexure-A be executed correctly putting the original date of agreement 27.07.2012. The Respondent General Manager, UAZ, APDCL, Jorhat will to take initiative in this respect and report compliance within 15 (fifteen) days from the date of receipt of this order.

Observation:

1. The Contract Demand Agreement Annexure-A submitted by the Petitioner with date of Agreement 27.07.2012 was received in the office of the Area Manager, IRCA, Dibrugarh on 06.08.2012 and the same was forwarded to the General Manager, UAZ, APDCL, Jorhat by the Deputy General Manager, Dibrugarh Electrical Circle, APDCL vide letter No. DGM/DEC/APDCL/UAR/T-128(D)-113/379 dated 21.01.2013. That forwarded Contract Demand Agreement was received in the office of the General Manager, UAZ on 01.02.2013 and the agreement was finally signed by the General Manager on 04.02.2013 changing the date of agreement from 27.07.2012 to 04.02.2013. Copy of the accepted Contract Demand Agreement Annexure-A was received back by the Petitioner vide no. GM/UAR/APDCL/T-78/327-28 dated 07.02.2013. Thereafter on complaint by the Petitioner vide petition dated 08.04.2013 before the Chairman of the Consumer Grievance Redressal Forum (CGRF), UAZ, the general manager who is also designated as Chairman of the CGRF, UAZ disposed the complaint petition in the capacity of General Manager by issuing letter no. GM/UAZ/APDCL/CGRF-1/10/part III/12 dated 04.05.2013 to the Deputy General Manager, Dibrugarh Electrical circle, APDCL with instruction that the date of agreement 27.07.2012 should be considered for all billing purposes. But the date

in the Contract Demand Agreement was not corrected in Annexure-A till the date of hearing i.e. 26.06.2013.

Thus it transpires that from the date of submission of the Annexure-A by the Petitioner on 06.08.2012 till signing by the General Manager, UAZ, APDCL, Jorhat on 07.02.2013, it look more than 5(five) months. **Such delay is unwarranted and is against the prescribed norms of the system.**

2. The Petitioner submitted a complaint petition dated 08.04.2013 before the Chairman, Consumer Grievance Redressal Forum (CGRF), UAZ, APDCL, Jorhat which was received by the office of the CGRF on 02.05.2013. **The General Manager, UAZ who is also the Chairman of the CGRF disposed this complaint petition dated 08.04.2013 in the capacity of General Manager, UAZ and not as Chairman of the CGRF. As per clause 4(5) and 4(6) in chapter III of the "Guidelines for Redressal of Consumer Grievance" the Chairman, Consumer Grievance Redressal Forum, UAZ ought to have registered the complaint and decided the complaint under clause 4(5) and 4(6) in chapter-III of the above Guidelines. It is observed that by not registering the complaint as per "Guidelines for Redressal of Consumer Grievance" notified by the Assam Electricity Regulatory Commission, the General Manager, UAZ has violated the laid down complaint resolution procedure precisely clause 4(5) and 4(6) in chapter-III of the "Guidelines for Redressal of Consumer Grievance".**

Let copy of this order be served on the Petitioner with a direction to furnish to the Respondents within a period of one month from the date of receipt of the award, a letter of acceptance that the award is in full and final settlement of his claim and complaint made as required under clause 8(4) in chapter-IV of the "Guidelines for Redressal of Consumer Grievance" notified by the Assam Electricity Regulatory Commission under intimations to the Electricity Ombudsman.

Let a copy of this order be served on all the Respondents for information and comply with the order within 15 (fifteen) days from the date of receipt of the acceptance letter from the Petitioner and report compliance to the Electricity Ombudsman as per clause 8(5) in chapter IV of the "Guidelines for Redressal of Consumer Grievance" notified by the Assam Electricity Regulatory Commission.

Let copy of this order be sent to the Chairman and Managing Director, APDCL, Bijulee Bhawan, Guwahari-781001, for favour of information and necessary action.

Let copy of this order be sent to the Secretary, Assam Electricity Regulatory Commission, for placing before the Commission.

Let copy of this order be sent to the Secretary, Central Electricity Regulatory Commission / Forum of Regulators (FOR), 3rd & 4th Floor, Chanderlok building, 36, Janpath, New Delhi – 110 001, for favour of information.

Sd/-
(Neelima Dewri Dutta)
Electricity Ombudsman