

**BEFORE THE ELECTRICITY OMBUDSMAN, ASSAM STATE**  
**Assam Electricity Regulatory Commission, A.S.E.B. Campus,**  
**Dwarandhar, G. S. Road, Sixth Mile, Guwahati - 781 022**

**PETITION NO. : 2/2017**  
**FILE NO. : EOM.33/2017**

**Name of Appellant :** Nezone Medicines (P) Ltd.,  
4th Imprint Building,  
Sapta Swahid Path,  
Nadan Nagar, Sarumotoria  
Guwahati - 781006

**Represented by :** Shri Bijay Kr. Bhattacharjya

**Name of Respondents:** Assam Power Distribution Company Ltd.,  
Bijulee Bhawan, Paltan Bazar,  
Guwahati – 781001

**Represented by :** Lalit Narayan Kar,  
DM, IRCA-I,  
APDCL, Paltan Bazar,  
Guwahati – 781001

**Date of receipt of Appeal petition :** 24.03.2017

**::: PROCEEDINGS :::**

The Appellant petitioner M/s. Nezone Medicines (P) Ltd. on getting supplementary bill dated 29.02.2016 submitted petition before the CGRF, Guwahati for redressal of grievances. CGRF, Guwahati Zone vide its order dated 14.03.2017 rejected the petition and directed the appellant to make payment of the amount as per the supplementary bill.

Not satisfied with the order of the CGRF, the appellant submitted this petition for redressal. Hence, this appeal.

The proceeding at first taken up as per clause 6(3) of the Guidelines for Redressal of Consumer Grievances for conciliation.

The matter is not settled by agreement under clause 7 of the Guidelines. Therefore, the proceeding is restarted under clause 8(1) of the Guidelines.

The Appellant petitioner in its contention says that petitioner is a Private Limited Company for manufacturing of medicines. The medicines are exclusively produced for supply to the Govt. of Assam as per direction of State Govt. and medicines are not

supplied to open market. Therefore, the production activities of the company is based on the demands received from the State Govt.

The petitioner indicates that there was no production in factory of the petitioner company w.e.f. 07.09.2013 to 24.12.2014 as there was no order from the State Govt. The petitioner says that the meter No. ASEG-4836 installed in the factory premise got burnt on 14.12.2014. The incident was informed to APDCL. Later on a new meter was installed on 20.12.2014.

There was no pending bills to be paid by the petitioner prior to the damage of the meter No. ASEG-4836 (14.12.2016). It is also a fact that there was no power supply in between 14.12.2014 to 20.12.2014 due to the damage meter.

All bills after installation of new meter was paid in due time without any failure.

The supplementary bill dated 29.02.2016 for Rs. 51,986.00 is not applicable to the petitioner as all outstanding bills were paid within due date before and after installation of meter No. AS477701, 20.12.2014.

APDCL vide letter dated 29.02.2016 issued supplementary bill dated 29.02.2016 for Rs. 51986.00 under clause 4.2.2.4 of the Supply Code.

The petitioner further states - as per the report of the Area Manager, IRCA-I, the meter was covered by thick jungles, is not the fault of petitioner. No notice thereof have been given, as required under clause 4.2.2.2 of the Electricity Supply Code. No bill on basis of 4.2.2.4 could be served and as such the supplementary bill in question is liable to be set aside.

Petitioner also claims that the meter got burnt on 18.12.2014 as per report of inspection was not tested to ascertain the exact percentage of error in the meter as no test report is available.

Respondent APDCL served supplementary bill amounting to Rs. 53663.00 as per clause 4.2.2.4 of the Supply Code vide letter dated 18.06.2015. The SDE, Sonapur Electricity Sub-Division (SESD) vide e-mail dated 16.02.2016 confirmed that there was no power supply in the appellant premise from 14.12.2014 to 17.12.2014. The supplementary bill was accordingly revised and fresh supplementary bill prepared as per records from SDE, SESD. The supplementary bill amounting to Rs. 51,986.00 was served to the appellant on 29.02.2016. The said bill is prepared as per provision of the Regulation. As such, the Respondent says the quashing of the bill could not be entertained.

The energy bill on actual meter reading received through AMR were prepared and served to the appellant till August, 2014. In September, October and November, 2014, the meter reading could not be received through AMR and while the meter reader of APDCL visited the premise of the Appellant for collection of meter reading, the meter could not be accessed due to heavy jungle surrounding the metering installation. The consumer appellant's representative present at the site was verbally requested to clear the jungle.

On visit to the Appellant consumer's premises on 06.12.2014 for collection of meter reading, there was no jungle, but the meter was found "no display". As such

provisional bill on estimated consumption was w.e.f. 01.08.2014 to 31.10.2014 and subsequently provisional bill on estimated consumption was served for defective meter from 01.11.2014 to 19.12.2014.

The meter was inaccessible as the meter was covered by thick jungle. The representative of Appellant who was present at the site was verbally requested by the respondent to clear the jungle surrounding the meter and the reason of provisional bill on estimated consumption was informed to the consumer as message to the consumer in the energy bills.

Respondent visited the premise of the consumer Appellant on 06.12.2014 and found metering site was cleared but meter was found as “no display”. On inspection of the meter on 18.12.2014, the meter was found burnt as such the meter was replaced on 20.12.2014.

Attempt was made by the Respondent to retrieve the meter reading but meter reading could not be retrieved as meter was completely burnt. Therefore, supplementary bill served as per clause 4.2.2.4 of the Supply Code.

#### **Observation & Findings:**

The Appellant petitioner strongly contested that the production of the petitioner company was in a shut down position as there was no order for supply of medicines from the State Govt. w.e.f. 07.09.2013 to 24.12.2014. Hence, the consumption of electricity was less during the said period. Besides, there was no electricity in the company premise in between 14.12.2014 to 20.12.2014. The petitioner also claims that they have not been informed about the inaccessible of the meter by the meter reader as required under clause 4.2.2.2 of the Supply Code.

The clause 4.2.2.2 of the Supply Code reads as below:

*“If for any reason, meter is not accessible for reading, the Distribution Licensee shall send a notice in writing to the consumer to keep the meter available for reading at the time and date given in the notice. If after the notice being given as described, the consumer still does not provide access to the meter for reading, the Distribution Licensee shall be free to send a provisional bill together with a surcharge as applicable. The provisional bill shall be prepared on the basis of average monthly consumption of the previous financial year.*

*The amount thus billed shall be adjusted against the bill raised on the basis of actual meter reading during subsequent billing cycle. Such provisional billing shall not continue for more than two meter reading cycle at a stretch. If the meter remains inaccessible even for the next cycle the consumer may be disconnected after serving due notice.”*

The Respondent APDCL insists that required information was given to the Appellant petitioner vide bill no. 10001289313 dated 11.09.2014, bill no. 30000057899 dated 15.10.2014 and bill no. 10001556677 dated 10.11.2014 wherein the message to consumer it was stated that consumption is estimated due to inaccessible meter. Consumption is estimated

due to defective meter was informed by message through bill no. 10001704706 dated 09.12.2014 and bill no. 30000122476 dated 12.01.2015.

It appears from clause 4.2.2.2 of the Supply Code that Respondent is required to send a notice in writing to the consumer Appellant to keep the meter available for reading at the time and date given in the notice. If there is no response, the Respondent is at liberty to send a provisional bill. In the instant case though separate notice was not sent but information is given through the message in the estimated bill due to inaccessible meter. Therefore, it is seen that the consumer Appellant was informed about the inaccessibility of meter for reading. The clause 4.2.2.2 also says such provisional billing shall not continue for more than two meter reading cycle at a stretch.

The meter is no found display on 06.12.2014 during visit for meter reading. However, inspection was done on 18.12.2014 and at that time meter was found burnt. The new meter installed on 20.12.2014. The Respondent is empowered to claim energy charge during the period as per clause 4.2.2.4 of the Supply Code.

**Award:**

The above discussion and finding lead to the following award.

- a) The Respondent APDCL is entitled to raise supplementary bill for inaccessible meter w.e.f. 01.08.2014 to 30.09.2014 as per clause 4.2.2.2 of the Supply Code.
- b) That the meter is defective was ascertained on 18.12.2014 on the day of inspection. Therefore, the defective meter period was 18.12.2014 and 19.12.2014 as the new meter was installed on 20.12.2014. Therefore, for the said days (18.12.2014 to 19.12.2014), the respondent shall raise supplementary bill as per clause 4.2.2.4 of the Supply Code. Respondent shall also exclude the no electricity period w.e.f. 14.12.2014 to 17.12.2014 from the energy charge bill.

Respondent APDCL shall revise the supplementary bill dated 29.02.2016 on the basis of above awards.

There shall be no cost.

With above observation and award, petition dated 20.03.2017 stands disposed.

(R.L. Duarah)

Electricity Ombudsman

Dated Guwahati the 19<sup>th</sup> June, 2017

Memo No. EOM. 33/2017/11

Copy to:

1. **The Area Manager, IRCA-I, APDCL, LAR, Paltan Bazar, Guwahati – 781001.**
2. **The Senior Manager, Nezone Medicines (P) Ltd., 4th Imprint Building, Sapta Swahid Path, NadanNagar, Sarumotoria, Guwahati – 781006**

Secretary,

O/o the Electricity Ombudsman