

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

FILE NO. EOM. 40/2020

Petition No.: 2/2020

Name of Petitioner: Mr. Madhukar Karwa,
s/o Late Dharam Chand Karwa,
RNC Path, P.O.: Dibrugarh
Dist.: Dibrugarh - 786001

JUDGEMENT AND ORDER SHEET

14.09.2021

The Petitioner who is a resident of Dibrugarh town and a consumer of electricity under APDCL has the following three consumer account nos. and meters:

- 1) Consumer Account No.: 13000006413
Meter No. : Y0229221
- 2) Consumer Account No. : 13000006415
Meter No. : Y0229243
- 3) Consumer Account No. : 53000088273
Meter No. : ASEF0627

All the above three meters are fixed on the same panel board.

The Consumer Account No. 13000006413 and the Meter No. Y0229221 under L.T. commercial category relate to his restaurant "Eat Repeat" at RNC Path in Dibrugarh town and his complaint in this petition is against the bill No. M137A05R-40046534088 dated 11.05.2020 concerning this Consumer No. 13000006413 and Meter No. Y0229221.

The petitioner received the following two electricity bills against the above consumer account No. 13000006413.

1. Bill No. M137A05R – 40047478319 (Bill date 15.04.2020 and due date 30.04.2020) for the period from 02.02.2020 to 01.04.2020 for an amount of Rs. 17,983/- and
2. Bill No. M137A05R – 40046534088 (Bill date 11.05.2020 and due date 26.05.2020) for the period from 02.04.2020 to 01.05.2020 for an amount of Rs. 89,680/- for payment.

The second bill amount above is, however, inclusive of the arrear amount of Rs. 17,983/- of the 1st bill at Sl. No.1 above.

In the 1st bill above the present reading of the meter is mentioned as "Estimated" and in the 2nd bill the "Previous Reading" is mentioned as "Estimated".

According to the petitioner the outstanding amount of Rs. 89,680/- in the 2nd bill is "excessive", "inflated" and "unbelievable". He contends that during the period for which this "inflated" amount bill is prepared his restaurant remained closed because of lockdown due to COVID-19. He states that prior to lockdown when his restaurant was open and running normally he received the following two bills for amount as indicated:

- 1) Bill for Rs. 8981/- for the period from 02.01.2020 to 01.02.2020 and
- 2) Bill for Rs. 7879/- for the period from 02.12.2019 to 01.01.2020

The petitioner claims that the “inflated” outstanding amount in the disputed bill is due to ‘exaggerated’ consumption of units calculated by the opposite party by estimating the previous reading. He submits that unlike the above disputed bill in previous two bills covering two distinct periods prior to lockdown the “Present Reading” and the “Previous Reading” were specified. He contends that the reason of meter being inaccessible during the lockdown as advanced by the opposite party for estimating the “Previous Reading” in the disputed bill is not tenable as in the bills for his other two meters fixed on the same panel board the “Previous Reading” is specified. He also expresses doubt about the meter test report dated 29.05.2020 and the reading mentioned therein.

The Deputy Manager, Dibrugarh Electrical Sub-Division-III, APDCL of the opposite party vide his letter No. APDCL/DSED-III/2020/T-321/825 dated 11.09.2020 and letter No. APDCL/DESD-III/2020/T-331/1122 dated 31.12.2020 has stated that high meter reading in respect of the meter No. Y0229221 consumer No. 13000006413 of the petitioner was detected in March, 2020 but cross-checking of the same could not be done by the concerned FME because of the lockdown coming into force w.e.f. 23.03.2020 due to COVID-19 and so bill could not be prepared in March, 2020 and the consumer thus remained unbilled. As the consumer remained unbilled in March, 2020 central processing of bill by APDCL against the meter No. Y0229221 could not be done in April, 2020 unlike his other two meters 1) ASEF0627 and 2) Y0229243. It is stated that during central bill processing by APDCL on 01.04.2020, previous and present readings were shown in the bills. The Deputy Manager states that the consumer was verbally informed of detection of high consumption at the time of meter reading in March, 2020. Later bill against the meter Y0229221 was prepared by the subdivision for the period from 02.02.2020 to 01.04.2020 on the basis of average consumption of energy of the previous 3 billing cycles as per provision of AERC regulations and reading of 01.04.2020 is shown as “estimated” as per prevailing norms of provisional billing. Necessary adjustment in bill amount was, however, made in subsequent bill as per provision of AERC Regulations. Thus, during the month of April, 2020 Bill No. 40046534088 dated 15.04.2020 was prepared in the subdivision on the basis of estimated consumption of 2006 units against the estimated cumulative meter reading of 56390 units as per AERC Regulations 6.3.7.2 during the lockdown due to COVID-19. However, necessary adjustment was made in the subsequent bill no. 40047478319 dated 11.05.2020 after meter reading activities were resumed from 01.05.2020. The Deputy Manager states that on receipt of meter testing fees vide receipt No. 590200226911 dated 27.05.2020 from the petitioner his meter No. Y0229221 was tested on 29.05.2020 at T&C Division, APDCL, Dibrugarh along with meter data report as on 29.05.2020. During testing the meter tested OK. As per the meter test report No. 1882 dated 29.05.2020 the test result is found satisfactory. The test result as per the test result form can be either satisfactory or defective. Reading of energy consumption as on 29.05.2020 is mentioned in the test report as 69038.5. The meter data analysis report of T&C Division APDCL, Dibrugarh presents a different picture of power consumption as

against the claim of the petitioner that his restaurant remained closed during the period.

From the history of meter reading as per meter data analysis done at T&C, APDCL, Dibrugarh the following picture of power consumption emerges against the meter no. Y0229221.

1. For the period from 01.02.2020 to 01.03.2020 the previous reading is 54384.5 units (cumulative) and the present reading 56883.9 units (cumulative) and accordingly the units consumed stand at 2499.4 units.
2. For the period from 01.03.2020 to 01.04.2020 the previous reading is 56883.9 units and the present reading 61239.8 units and accordingly the units consumed stand at 4355.9 units.
3. For the period from 01.04.2020 to 01.05.2020 the previous reading is 61239.8 units and the present reading is 65465.5 units and accordingly the units consumed stand at 4225.7 units.

The units consumed during these three different periods 1) 2499.4 units 2) 4355.9 units and 3) 4225.7 units together add upto 11081 units. This figure minus 2006 (the estimated units consumed during the previous period) gives us the figure of 9075 units of the disputed bill no. M137A05R-40047478319 dated 11.05.2020.

From the above it is seen that bill No. M137A05R-40046534088 dated 15.04.2020 for Rs. 17,983/- for the period from 02.02.2020 to 01.04.2020 was prepared by the subdivision on the basis of estimated consumption of 2006 units against estimated cumulative reading of 56390 units whereas actual consumption during the period as per meter data analysis was 6855.3 units against actual cumulative reading of 61239.8 units. In the process there was a deficit of 4849.3 units (6855.3-2006) in the preparation of the bill which automatically got reflected in the next (disputed) bill.

The justification given by the opposite party for not preparing the electricity bill in the month of March, 2020 is not convincing. It is stated that high consumption detected in March, 2020 could not be cross-checked by the concerned FME due to lockdown. But lockdown due to COVID-19 came into force w.e.f. 23.03.2020 and as per normal billing practice the bill in March, 2020 would have been prepared latest by 15th/16th March, 2020. Reading taken on 01.03.2020 for the purpose if found high could have been cross-checked by 15th of March, 2020 and this would have facilitated central processing of the bill by APDCL in the next month April, 2020. That this was not done calls for an enquiry.

Now from the above discussion it becomes clear that consumption of power did take place during the period contrary to the petitioner's claim of the same being otherwise and therefore the petitioner is liable to pay the bill amount vide bill No. M137A05R-40047478319 dated 11.05.2020. The petitioner will clear the bill amount within 7 (seven) days of receipt of this order. Further, if any bill amount as per bills sent subsequent to the above bill is yet to be cleared by the petitioner he will clear all pending bills amount within 15 (fifteen) days of receipt of this order.

From copy of the Agreement signed on 16.12.2017 between the petitioner and the CEO Dibrugarh Circle APDCL of the opposite party as submitted it is seen that as per clause 16 of the Agreement no payment can

be withheld on the ground that a bill is disputed. Refund/recovery arising out of any disputed bill is to be adjusted against the bill issued after settlement of the dispute. The aforesaid Agreement signed between the parties is, however, an Agreement for HT categories of consumers.

From the data of monthly bill amount against the above consumer No. of the petitioner from May, 2017, it is seen that in certain months monthly bill amount was above Rs. 20000/- and in several months the bill amount ranged from Rs. 12000/- to Rs. 18000/- . Actual payment position as against the monthly bill amount in respect of the above consumer no. of the petitioner for last 3 years may be verified from records and this will be done by the GM, APDCL, Dibrugarh within two weeks from the date of receipt of this order.

The petition is accordingly disposed of.

Sd/-

Electricity Ombudsman