

# ಹುಬ್ಬಳ್ಳಿ ವಿದ್ಯುತ್ ಸರಬರಾಜು ಕಂಪನಿ ನಿಯಮಿತ

(ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಸಂಪೂರ್ಣ ಸ್ವಾಮ್ಯಕ್ಕೆ ಒಳಪಟ್ಟಿದೆ)

ಅಧೀಕ್ಷಕ ಅಭಿಯಂತರರು(ವಿ)

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## ಗ್ರಾಹಕರ ಕುಂದುಕೊರತೆಗಳ ನಿವಾರಣೆ ವೇದಿಕೆ

ಕಾರ್ಯ ಮತ್ತು ಪಾಲನೆ ವೃತ್ತ, ಹೆಸ್ಕಾಂ, ಹುಬ್ಬಳ್ಳಿ, ಧಾರವಾಡ ಜಿಲ್ಲೆ

ಪ್ರಕರಣ ಸಂಖ್ಯೆ:237

ವೇದಿಕೆಯ ಸದಸ್ಯರು:

ಶ್ರೀ ಎಮ್. ಆರ್. ಶಾನಭಾಗ, ಅಧೀಕ್ಷಕ ಇಂಜಿನಿಯರ(ವಿ)ಕಾಮತ್ತು ಪಾ ವೃತ್ತ ಹೆಸ್ಕಾಂ ಹುಬ್ಬಳ್ಳಿ ಹಾಗೂ ವೇದಿಕೆಯ ಅಧ್ಯಕ್ಷರು.

ಶ್ರೀ ರಾಮಪ್ಪ. ಎನ್. ಎನ್, ಉಪಲೆಕ್ಕ ನಿಯಂತ್ರಣಾಧಿಕಾರಿ ಕಾ ಮತ್ತು ಪಾ ವೃತ್ತ, ಹೆಸ್ಕಾಂ, ಹುಬ್ಬಳ್ಳಿ ಹಾಗೂ ವೇದಿಕೆಯ ಸದಸ್ಯರು.

ಶ್ರೀಮತಿ, ಲೀಲಾ ಆರ್ ಹಿರೇಮಠ, ವಕೀಲರು, ಆಯೋಗದಿಂದ ನಿಯೋಜಿಸಲಾದ ಸದಸ್ಯರು.

ಶ್ರೀ ನೂರಅಹ್ಮದ ಎಂ ಅಣ್ಣಿಗೇರಿ,

(R.R.No:MP-226888)

C/o, ತುಷಾರ ಎಂ ಬದ್ದಿ,

ಅರಿಹಂತ ಪಾರ್ಕ್, ಕೇಶವಪುರ, ಹುಬ್ಬಳ್ಳಿ.

.....ದೂರುದಾರರು.

ವಿರುದ್ಧ,

ಸಹಾಯಕ ಕಾರ್ಯನಿರ್ವಾಹಕ ಇಂಜಿನಿಯರ(ವಿ)

ಕಾ ಮತ್ತು ಪಾ ಶಹರ ಉಪ ವಿಭಾಗ-2,

ಹೆಸ್ಕಾಂ, ಹುಬ್ಬಳ್ಳಿ.

.....ಪ್ರತಿವಾದಿಗಳು.

**ಪೀಠಿಕೆ:**

1. ಶ್ರೀ ನೂರಅಹ್ಮದ ಎಂ ಅಣ್ಣಿಗೇರಿ, ಇವರ ಸ್ಥಾವರ ಸಂಖ್ಯೆ: MP-226888 ನೇದ್ದ ಸ್ಥಾವರವು 20 ಹೆಚ್.ಪಿ ವಿದ್ಯುತ್ ಮಂಜೂರಾತಿಯೊಂದಿಗೆ ಎಲ್.ಟಿ-5 ಜಕಾತಿಯಡಿಯಲ್ಲಿ ದಿನಾಂಕ:26-11-2013 ರಂದು ಸಂಪರ್ಕಿತಗೊಂಡಿರುತ್ತದೆ. ಸದರಿ ಸ್ಥಾವರದ ಮಾಪಕ ಸ್ಥಿರಾಂಕ K=10 ಎಂದು ಗಣಕೀಕೃತಗೊಳ್ಳದೇ ಬದಲಾಗಿ ಡಿಸೆಂಬರ್-2013 ರಿಂದ ಅಗಷ್ಟ-2014ರ ಅವಧಿಯಲ್ಲಿ ಮಾಪಕ ಸ್ಥಿರಾಂಕ- K=3 ಮತ್ತು ಸೆಪ್ಟೆಂಬರ್-2014 ರಿಂದ ಮೇ-2017 ರವರೆಗೆ ಮಾಪಕ ಸ್ಥಿರಾಂಕ K=1 ಕ್ಕೆ ಬಿಲ್‌ಮಾಡಲಾಗಿದ್ದಿರುತ್ತದೆ ಎಂ.ಆರ್.ಟಿ. ರೇಟಿಂಗ್ ವರದಿಯಂತೆ ಮಾಪಕದ ಸಂಪರ್ಕದ ದಿನಾಂಕದಿಂದ ಮೇ-2017 ರವರೆಗೆ ಮಾಪಕ ಸ್ಥಿರಾಂಕ K=10 ಬಿಲ್‌ಗಳನ್ನು ಲೆಕ್ಕಿಸಿ ಬಿಲ್ ಮೊತ್ತ ರೂ.1,54,446/- ಆಕರಿಸಿರುತ್ತಾರೆ. ಆದರೆ ಇದು ನಿಗಮದ ಶಾಖಧಾಕಾರಿಗಳಿಂದ ಮತ್ತು ಮೀಟರ್ ರೀಡರ್‌ಗಳಿಂದ ಆದ ತಪ್ಪಿನಿಂದ ಆಗಿರುವುದು ಆದರೆ ನಮ್ಮಿಂದಾಗಿರುವುದಿಲ್ಲ ಆದ್ದರಿಂದ ಮಾನ್ಯರು ಎಲ್ಲ ಸತ್ಯಾಂಶಗಳನ್ನು ಪರಿಶೀಲಿಸಿ ತಪ್ಪಿತಸ್ಥ ಅಧಿಕಾರಿಗಳೂ ವ ಸಿಬ್ಬಂದಿ ವರ್ಗದವರೂ ಜವಾಬ್ದಾರಾಗಿರುವುದರಿಂದ ಅವರಿಂದ ಶೇ 50% ರಷ್ಟನ್ನು ಪಾವತಿಸಿಕೊಳ್ಳುವಂತೆ ವೇದಿಕೆಯಲ್ಲಿ ವಿನಂತಿಸಿಕೊಂಡಿರುತ್ತಾರೆ. ಸದರಿ ಸ್ಥಾವರಕ್ಕೆ ಆಕರಿಸಿರುವ ಒತ್ತಾಯದ ಬೇಡಿಯಕೆಯನ್ನು ಕೈಬಿಟ್ಟು ನ್ಯಾಯ ಒದಗಿಸಿಕೊಡಬೇಕೆಂದು ಗ್ರಾಹಕರು ದಿನಾಂಕ:07-04-2018 ರಂದು ವೇದಿಕೆಗೆ ಅರ್ಜಿ ಸಲ್ಲಿಸಿರುತ್ತಾರೆ.

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ನೋಂದಾಯಿತ ಕಛೇರಿ : ನಿಗಮ ಕಛೇರಿ, ನವನಗರ, ಪಿ.ಬಿ.ರೋಡ, ಹುಬ್ಬಳ್ಳಿ-580025, ಕರ್ನಾಟಕ.

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Computer/F Drive/Bahu sir/CGRF Dharwad District/CGRF/ಗ್ರಾಹಕರ ಕುಂದುಕೊರತೆಗಳ ನಿವಾರಣಾ ವೇದಿಕೆಯ ಆದೇಶಗಳು 2017-18

2. ಸ್ಥಾವರ ಸಂಖ್ಯೆ: MP-226888 ದಿನಾಂಕ:26-11-2013 ರಂದು 20 ಎಚ್.ಪಿ ಭಾರದೊಂದಿಗೆ ಸಂಪರ್ಕಿತಗೊಂಡಿರುತ್ತದೆ. ಸದರಿ ಸ್ಥಾವರವು ದಿನಾಂಕ:17-05-2017 ರಂದು ಶ್ರೀ ನಾಗರಾಜ ಜಕ್ಕಲಿ, ಸಹಾಯಕ ಕಾರ್ಯನಿರ್ವಾಹಕ ಇಂಜಿನಿಯರ(ವಿ), ಮಾಪಕ ತಪಾಸಣಾ ವಿಭಾಗ, ಹೆಸ್ಕಾಂ, ಹುಬ್ಬಳ್ಳಿರವರಿಂದ ರೇಟಿಂಗ್ಗೆ ಒಳಪಟ್ಟಿರುತ್ತದೆ. ಸ್ಥಾವರದ ಮಾಪಕ ಸ್ಥಿರಾಂಕ K=10 ಎಂದು ಗಣಕೀಕೃತಗೊಳ್ಳದೇ ಬಿಟ್ಟು ಹೋಗಿರುವುದು ಖಚಿತವಾಯಿತು. ಡಿಸೆಂಬರ್-2013 ರಿಂದ ಅಗಷ್ಟ-2014ರ ಅವಧಿಯಲ್ಲಿ ಮಾಪಕ ಸ್ಥಿರಾಂಕ- K=3 ಮತ್ತು ಸೆಪ್ಟೆಂಬರ್-2014 ರಿಂದ ಮೇ-2017 ರವರೆಗೆ ಮಾಪಕ ಸ್ಥಿರಾಂಕ K=1 ಕ್ಕೆ ಬಿಲ್‌ಮಾಡಲಾಗಿದ್ದಿರುತ್ತದೆ ಎಂ.ಆರ್.ಟಿ. ರೇಟಿಂಗ್ ವರದಿಯಂತೆ ಮಾಪಕದ ಸಂಪರ್ಕದ ದಿನಾಂಕದಿಂದ ಮೇ-2017 ರವರೆಗೆ ಮಾಪಕ ಸ್ಥಿರಾಂಕ K=10 ಬಿಲ್‌ಗಳನ್ನು ಲೆಕ್ಕೀಕರಿಸಿ ಬಿಲ್ ಮೊತ್ತ ರೂ.1,54,446/- ಲೆಕ್ಕೀಕರಿಸಿ, ಪತ್ರ ಸಂಖ್ಯೆ:ಹೆಸ್ಕಾಂ/ನ.ಉ.ವಿ-2/ಸ.ಕಾ.ನಿ.ಇಂ(ವಿ)/ಸ.ಲೆ/ಹಿಸ/ಬಿ-13/2017-18/1887-88 ದಿನಾಂಕ:01-08-2017 ರಡಿಯಲ್ಲಿ ಗ್ರಾಹಕರಿಗೆ ನೋಟೀಸ್ ವಿತರಿಸಲಾಗಿದ್ದಿರುತ್ತದೆ. ಸದರಿ ಮೊತ್ತವನ್ನು ವಿರೋಧಿಸಿ ಗ್ರಾಹಕರು ಆಕ್ಸ್‌ಪೆಷ್ ಅರ್ಜಿ ಸಲ್ಲಿಸಿದ್ದು, ಸದರಿ ಆಕ್ಸ್‌ಪೆಷ್ ಅರ್ಜಿಯನ್ವಯ ದಿನಾಂಕ:22-11-2017 ರಂದು ಸ.ಕಾ.ನಿ.ಇಂ(ವಿ) ಮಾಪಕ ಪರಿವೀಕ್ಷಣೆಯ ವಿಭಾಗದವರ ಉಪಸ್ಥಿತಿಯಲ್ಲಿ ವಿಚಾರಣೆ ಕೈಗೊಂಡು ಸ್ಥಿರಾಂಕ ಬಿಟ್ಟುಹೋಗಿರುವುದನ್ನು ಗ್ರಾಹಕರಿಗೆ ಖಚಿತಪಡಿಸಲಾಯಿತು. ಸದರಿ ಮೊತ್ತ ರೂ. 1,54,446/- ನ್ನು ಪಾವತಿಸುವಂತೆ ಸ.ಕಾ.ನಿ.ಇಂ(ವಿ) ಶಹರ ಉಪ ವಿಭಾಗ-2 ಹೆಸ್ಕಾಂ, ಹುಬ್ಬಳ್ಳಿರವರ ಕಛೇರಿಯಿಂದ ಅಂತಿಮ ಆದೇಶವನ್ನು ಪತ್ರ ಸಂಖ್ಯೆ:4300-02 ದಿನಾಂಕ:02-01-2018 ರಲ್ಲಿ ಹೊರಡಿಸಲಾಗಿದ್ದಿರುತ್ತದೆ. ಸದರಿ ಸ್ಥಾವರಕ್ಕೆ ಬೇಡಿಕೆಗೊಳಿಸಿರುವ ಮೊತ್ತವು ನಿಯಮಾನುಸಾರ ಸರಿ ಇರುತ್ತದೆ ಎಂದು ಸ.ಕಾ.ನಿ.ಇಂ(ವಿ), ಕಾ ಮತ್ತು ಪಾ ಶಹರ ಉಪ ವಿಭಾಗ-2, ಹೆಸ್ಕಾಂ, ಹುಬ್ಬಳ್ಳಿರವರು ವೇದಿಕೆಗೆ ವಿನಂತಿಸಿಕೊಂಡಿರುತ್ತಾರೆ.
3. ಸದರ ಪ್ರಕರಣವನ್ನು ದಿನಾಂಕ: 18-08-2018 ಹಾಗೂ 29-09-2018ರಂದು ವಿಚಾರಣೆಯನ್ನು ನಡೆಸಲಾಯಿತು. ನಿಗಮದ ಪರವಾಗಿ ಶ್ರೀ ಡಿ ಎಫ್ ಲಂಗೋಟಿ. ಸಹಾಯಕ ಕಾರ್ಯನಿರ್ವಾಹಕ ಇಂಜಿನಿಯರ(ವಿ), ಕಾ ಮತ್ತು ಪಾ ಶಹರ ಉಪ ವಿಭಾಗ-2, ಹೆಸ್ಕಾಂ, ಹುಬ್ಬಳ್ಳಿ ಹಾಗೂ ಶ್ರೀ ತುಷಾರ ಎಂ ಬದ್ಡಿ, ಗ್ರಾಹಕರ ಪರವಾಗಿ ಹಾಜರಿದ್ದರು.

**ಗ್ರಾಹಕರ ಪರವಾಗಿ, ಶ್ರೀ ತುಷಾರ ಎಂ ಬದ್ಡಿ,ರವರು 'ಎ' ಪಾವ್ತಿಯೊಂದಿಗೆ ಸಲ್ಲಿಸಿದ ಲಿಖಿತ ಹೇಳಿಕೆ**

This is an appeal under KERC (CGRF & Ombudsman) Regulations, 2004 against the order passed by the Asst Exe Engineer (Ele.) CSD-2 HESCOM Hubli & The Adjudicating Officer (here in after referred to as the Licensee) vide order No. 5075-5104 Dt. 26.02.2018 (received on 02.04.2018) with regard the Installation bearing RR No.MP-226888 serviced in the name of Noorahmed M Annigeri with a sanctioned load of 20 HP under LT-5 Tariff on 26.11.2013 coming under the jurisdiction of this Authority, it is also undisputed fact that *the Installation was rated by the Licensee's LTMR wing on regular intervals as stipulated under KERC Conditions of Supply*. Since then the consumer is enjoying the energy supplied to his installation and regularly paying the energy bills as and when the bills are provided by the concerned department.

Surprisingly the concerned Sub Division Office has issued an impugned communication on 01.08.2017 claiming Rs. 1,54,446/- said to be "Short Claim" amount which is highly exorbitant. On enquiry the concerned Sub Division office has explained that this disputed amount is generated for the period of

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Dec. 2013 to Aug. 2014 & Sept. 2014 to May. 2017 as the multiplying constant by mistake was accordingly quantified as K=3 instead of K=10 & K=1 instead of K=10.

Since this Authority is aware of the fact that we are running a Industrial Unit duly quantifying all the expenditures such as Maintenance Charges, Labour Salary, Electricity Bill, Municipal Taxes, Water Bill Etc. All of a sudden if this Authority claims such huge amount than it will definitely cause hardship and financial loss to us.

This act of the licensee is contrary to the KERC Regulations which will also attract Section 146 of The Electricity Act 2003. Further this Authority have not examined the facts of the case nor detected due to whose negligence or error, the mistake occurred. It clearly emerges that it was a mistake of the licensee's concerned staff that instead of applying multiplying factor-10, MF-3 was applied while raising the bills and even when the mistake had come to the notice of the revenue staff the same was ought to have rectified with proper care, instead there was negligence of duties and applied MF-1 instead of MF-10. When the licensee claims that it has rectified its *mistake*, then it means that the licensee travelled in past for almost Three and Half (3 1/2) years and raised supplementary revised bill for past Three and Half (3 1/2) years and now demanding recovery of electricity consumption from the consumer which is highly arbitrary. Though, it was never shown continuously for all these years, as arrears.

**Section 56 (2) of The Electricity Act.**

*Notwithstanding anything contained in any other Law for the time being in force, no sum due from any consumer, under this section shall be recoverable after the period of two years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrears of charges for electricity supplied and the licensee shall not cut off the supply of the electricity.*

On other hand is trying to overlook and deliberately shielding the mistake of its own employees/officers and is not taking any action against its own employees, the licensee has tried to impose burden on the consumer and that too for past Three and Half (3 1/2) years. Such an action is not provided under the provisions of the Act.

It should also be understood that Section 56 (2) of the Electricity Act balances the interest of both, the licensee and consumer. On one hand it empowers the licensee to disconnect supply of electricity in case of neglect to pay. On the other hand, the responsibility is cast upon the licensee to claim and recover the arrears within two years from the due date when such sum became first due. Two years is quite an adequate period available to the licensee to raise the bills towards arrears, if remained UNCLAIMED for ANY REASON, which in this case was due to error in multiplying factor.

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**KERC Condition of Supply Reg. 26.02**

*Periodicity of testing of meters by the licensee.*

| <u>Sl.No.</u> | <u>Nature of Installation</u> | <u>Periodicity of Testing</u> |
|---------------|-------------------------------|-------------------------------|
| 1.            | HT Installation               | Every Six Months              |
| 2.            | LT Power Installations        |                               |
|               | a) More than 40 HP            | Once in a Year.               |
|               | b) <b>40 HP and Below</b>     | <b>Once in 2 Years.</b>       |
| 3.            | Other Installations           | Once in 5 Years.              |

**Note: All Installations whose average consumption is less than 20 units per KW per month or more than 300 units per KW per month shall be mandatorily tested every year.**

From reading the said regulation, it emerges that the schedule of checking, which is given in Supply Conditions of the Licensee, every LT Installation below 40 HP is required to be checked atleast once in 2 years. It cannot be believed that a connection of 20 HP was never checked during all these years.

In the present case the licensee ought to have raised the bills on Aug.2017 it would therefore perfectly be in order to claim arrears for the sum which became first due from Aug.-2015 onwards and not before.

The complainant wishes to state that as per procedure and manual provisions of the licensee, the LT trivector meters should be tested before installing. In case, if the authorities of the licensee have discharged their above duties, which they are statutorily required to do, such alleged lapses ought to have not missed from their eyes.

The complainant wishes to state that all meters before its installation in the consumer's premises is to be tested not only on the provision of KERC manual but also as per rules 57(4) of Indian Electricity Rules 1956. It is seen that the service was affected with the initial reading. It gives room that the meter was not tested for its accuracy as contemplated under the provisions stated supra this would amount defective, unlawful, illegal and untenable under law and very bad in the eye of law.

The complainant wishes to state that it is well adopted procedure by the licensee that whenever a trivector meter (HT or LT) is newly installed, the person, who makes the initial reading in site, should take a reading on a stipulated day of a month and should report to the Sub Divisional Engineer/Asst Executive Engineer concerned if there is any cause for suspecting that the meter is recording abnormal consumption.

The complainant wishes to state that the entire procedure to be adopted as per statutory provisions shows that the entire responsibilities is to be fixed on the Licensee (their authorities) and not on the consumer; since it is admitted by the licensee in the deposition put forth before this Hon'ble Authority. Even if it is presumed that the alleged bill of impugned demand raised is based on facts, the same is not binding on the consumer as the same is caused on the mistakes and

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defaults committed by the concerned respondent individual. The complainant is aggrieved with the licensee's attitude which has caused mental harassment as well as financial burden for no fault of his own.

As a citizen of the nation and a consumer, the petitioner is bound to understand what actions initiated against the respected authorities responsible for their alleged lapses. In case if these particulars not furnished to the petitioner, the complainant would insist the same under RTI Act to proceed further, under the provision of law under force.

The complainant wishes to state that the installation of meter and metering equipment was done by the respondent licensee and they used to physically verify the metering equipment including CT on various occasions and nothing wrong was ever found by them. Necessary entries regarding installation of meter and CTs were made by the respondents and the consumer has no authority to interfere in any manner in these acts. It is proved fact that the fault is on the part of the licensee at each and every stage. The connection of the petitioner was checked on 26/11/2013. At the time of release of connection, it was required to be checked within a period of 15 days, which might have been checked. Nothing adverse was reported. In this case, it was not checked, the respondent individual is at fault.

The next important aspect in this matter is raising the bill for the service connection on the basis of KWH by the concerned meter reader, who was entrusted with the responsibility of reading the meter for raising the bills. The initial response of the Respondent individual as due to "technical reasons" is found to be the work of the meter reader. The concerned meter reader and the computer operator from whom an explanation should have called for is not furnished, it is pretty clear that because of want of caution on the part of the meter reader and the computer operator, the present situation is likely to come up. There is likelihood that the person responsible for this situation may be met with mild or no punishment, which would not help the complainant in any manner.

Therefore, there should be a direction to pay half of the disputed amount to the complainant by way of compensation for the negligence of its personnel. The complainant, for no fault, is being burdened with payment of Rs 1,54,446/- to pay at one time, which appears to be unreasonable. The complainant should therefore be entitled to pay half the back billing amount in at least 12 equal installments, less the amount awarded as compensation.

As indicated by the Hon'ble Supreme Court in Atma Ram, A.I.R. 1959 S.C. 510 (supra), it is held that the Assessing Authority would have to prefer one to the other and not necessarily obliged, as a matter, of course, to follow either the former or the later in point of time, but must follow that one, which according to it, is better in point of justice.

Interpretation of Section 56(2) done by the Hon'ble High Court in the case of M/s Sheo Shakti Cement Industries, Jharkhand results in a situation where the Distribution Licensee can wake up and issue a supplementary bill after any number

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of years without there being any limitation on the numbers of years after which said supplementary bill is issued and can thereafter, claim that the amount becomes dues from the date on which it is sought to have been levied and demanded by presenting a bill by claiming that the amount becomes due only when the supplementary bill is issued. This will result in the situation where *an innocent consumer* may be suddenly faced with a huge demand in respect of the bill even after several years of service of bills and will be forced to pay the same without any corresponding mechanism for recovery of charges of difference of the said amount from his customer or consumer to whom said consumer of electricity may have provided goods or service. This will be clearly unjust and arbitrary. Such interpretation will definitely lead to absurd results.

Therefore it is hereby requested to kindly consider the factual aspects and relevant provisions therein and examine the contentions of the consumer on the issues involved in the interest of natural justice and this Authority may be pleased to withdraw the impugned communication mentioned above and to revise the bill according to norms as it is well established fact that there is no mistake occurred on part of the consumer. We are also not in a view that the Distribution Company should bear any kind of losses because of the Mistake of its own Employees in-fact the amount accumulated @ 50% be imposed on the concerned employees who have shown undue negligence, as this will also help the Distribution Company in giving a strong message to its employees who exhibit negligence on their obligatory duties.

Hope this Authority will consider our plea and therefore prayed to

- a) To quash the supplementary bill dated 01.08.2017.
- b) To take disciplinary action against the respondent individual under section 142 read with section 146 of the Act.
- c) To consider the objection seeking justice, in a Just, Fair, Objective and Dispassionate manner and to pass a reasoned speaking order on merits.
- d) To pass an ad-interim order against disconnection of installation as great hardship and inconvenience would be caused if the interim order as prayed is not allowed.

**ಗ್ರಾಹಕರ ಪರವಾಗಿ, ಶ್ರೀ ತುಷಾರ ಎಂ ಬದ್ವಿರವರ ಸಲ್ಲಿಸಿದ ಮುಂದುವರೆದ ಲಿಖಿತ ಹೇಳಿಕೆ**

Where as a impugned assessment order was issued by the assessing officer on 2.01.2018 being aggrieved by the order the representative of the Appellant filed a review application in order to verify the order on account of this the assessing officer issued a demand note on 02.04.2018 on account of this a complaint was filed before this Authority on 07.04.2018 further the appellant wishes to elaborate additional issues which this Authority needs to examine.

1. It is most respectfully submitted that the installation bearing RR No MP 226888 standing in the name of Shri Noorahmed M Annigeri, Hubballi was serviced on 26.11.2013 with a sanctioned load of 20HP under LT-5 (Industrial) Tariff.

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2. It is submitted that the engineer of the licensee servicing the installation ought to have issued a Service Certificate to the consumer having serviced the installation specifying certain details including the CT ratio in terms of Regulation clause 4.08(vi) (f) of the Conditions of Supply. We wish to confirm that service certificate was not issued to the consumer; this itself constitutes violation of Conditions of licence issued under sec. 16 of Electricity Act 2003. It is to be noted that as per clause 4 of Conditions of Licence, the licensee is required to comply with the provisions under Conditions of licence. It lives very little doubt that the licensee violated the conditions attracting provisions of Sec. 142 and 146 of the Act under clause 18 of the Conditions of License.
3. It is further submitted that the completion certificate pertaining to this installation is not furnished by the respondent individual to reveal the facts of the case. Even assuming that the omission was inadvertent upon having noticed that there was a deficiency in not recording correct CT ratios, the engineer of the licensee ought to have brought to the notice of the consumer in respect of inclusion of correct CT ratios, once again certain deviations have happened and corrections have been incorporated behind the back of the consumer.

3(i). Even assuming but not admitting the liability to make up any short falls arising out of erroneous billing the procedures contemplated under clause 29.03 of Conditions of Supply have not been followed.

4. **29.03 Supplemental claims:** *For preferring the supplemental claims, the Licensee shall serve a provisional Assessment order with 15 days" notice to the Consumer to file his objections, if any, against the provisional Assessment order on account of faulty meter or short claims caused due to erroneous billing and obtain his reply. After considering the objections of the Consumer, the Licensee shall issue the final order. The Consumer shall be intimated to make the payment within 15 days of the date of intimation, failing which, the power supply to the installation shall be disconnected and such amount shall be deemed to be arrears of electricity charges. **The Licensee shall indicate in the final order, the provisions of K.E.R.C.(Consumer Grievance Redressal Form and Ombudsman) Regulations,2004*** &

#### **4.22 Disputes in the bills**

f) *While communicating the decision on the review of the bill, the Licensee shall advise the Consumer in writing his right to prefer an appeal against the decision of the Licensee to the Consumer Grievance Redressal Forum and further to the Ombudsman as provided in KERC (Consumer Grievance Redressal Forum and Ombudsman) Regulations 2004, for instance the provisions of KERC (CGRF and Ombudsman) Reg. 2004 should have been informed to the consumer; therefore the officer of the licensee has committed a serious error.*

5. It is settled law that "no wrong doer should be enabled by law to take advantage of his own wrong doings". The concerned Asst. Executive Engineer, representing HESCOM is a party to the Agreement between himself and the consumer. He cannot, by violating the KERC Regulations put the consumer into financial inconvenience taking advantage of his superior position. In the instant case the wrong doings on the part of the

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officer of the licensee has caused serious financial inconveniences which are actual loss, expected loss, physical, mental, emotional suffering insults of injury or loss which have to compensate by the erring official.

6. Further it is submitted before this Hon'ble Authority that the right of the licensee to recover any amount from the consumer exists only when the respondent herein have acted in accordance with the regulations issued by the commission and not otherwise. Thereby the licensee has no right to recover any amount arising out of their own commissions and omissions.

The complainant also wishes to place before this Authority justification for demanding the compensation:-

- a) The complainant herein was running a industry and the prices of the items supplied to the consumer had a direct relation to the input cost and any additional input cost cannot be recovered from the consumer's retrospectively.
- b) The complainant cannot also increase the prices of the materials for the reason that there is a real threat of losing the consumers.
- c) In the result the complainant has to bear this entire burden on his own which would cause serious financial inconvenience.

Attention of this Authority is also invited to the judgments in the following cases:-

- i. Lucknow Development Authority vs M K Gupta AIR 1994 SC 787 and
- ii. Rathi Memon vs Union of India (2001) 3SCC 714; 2001 SCC (CRI) 1311; AIR 2000 SC 1333.

7. The ratio of the above judgments in so far as compensation is concerned the complainant herein is entitled to get relief as prayed for in this representation.
8. Wherein this forum is established under section 42(6) of the Electricity Act here it is ought to *examine the mutual checks and balances aimed at reventing abuses of power, and it shall carry out its function in the independent and impartial manner.* It is also prayed that various violations has enumerated *supra* are to be brought to the knowledge of the Hon'ble Commission.
9. In order to ascertain the facts the appellatant hereby requests before this Authority to refer the matter to the Chief Electrical Inspector to assess the quantum of energy of the disputed meter as defined under clause 2.39 of the KERC Conditions of Supply read with clause 27.00 Amended version vide Notification No. K.E.R.C./COS/D/07/10 Dated: 1. 7. 2010 published in Karnataka Gazette dated: 22. 7. 2010 since the dispute relating to meters are required to be referred to Chief Electrical Inspector by virtue of which powers to assess the quantum of energy is lying with the Electrical Inspector and any unilateral decision of correctness or otherwise of meter is not sustainable in the eyes of law. And according to the Indian Electricity Act 1910 read with sec. 55 of The Indian Electricity Act 2003, the powers to assess the quantum of energy for the duration of alleged meter dispute is lying with the Electrical Inspector under sub section 6 of Section 26.
10. It is further submitted that since the matter relates to the correctness of meter, it has been held by Karnataka High Court in various judgment that any unilateral decision about the correctness or otherwise of the meter should be referred to an Authority called Electrical Inspector.

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11. Kind attention of this Hon'ble Authority is invited to para no 7 of the said judgment of Hon'ble High Court of Karnataka in *Karnataka Electricity Board and another vs Topasa Ramasa Patil*, 1991 (1) Kar.L.J.313 (DB): ILR 1991 Kar. 909 (DB) "Dispute regarding correctness of a meter installed in the consumer premises:- in case of under recording board to raise dispute before Electrical Inspector, in case of over recording consumer being the effected party, he should raise the dispute, once such dispute is raised modification of bill should await decision of the Electrical Inspectorate, having regard to the fact that the meter was allegedly recording incorrect from the very first date of service namely 26.11.2013 and subsequently a back billing was raised is patently illegal in the eyes of law, also having regard to the fact that recovery proceedings were initiated during the year 2017 after a lapse of nearly 4 years the claim itself is barred by limitation.
12. Even assuming but not admitting that there exists a liability to pay back billing charges the liability could not have been more than six months prior to the detection of incorrect reading in terms of regulation 28.02 of the Indian Electricity Act, 1910; wherein the maximum period for back billing shall not be more than six months, however in the present case the back billing has been raised for a period in excess of six months.
13. Looking at the above facts the licensee, with deliberate intention, suppressed the facts of the issue with a view to get orders in his favour. Therefore, in my view, when the respondent officer of the licensee has not come with candid facts and clean hands, he cannot claim the short claim amount with soiled hands. If the respondent licensee does not disclose all the material facts fairly and truly but states them in a distorted manner with a view to mislead or deceive this Authority, this Authority has inherent power in order to protect itself and to prevent an abuse of its process to discharge the *rule nisi* and refuse to proceed further with the examination on the merits. In this view of the matter, the appellant prays before this Authority that the demand with regard to short claim should be rejected on the ground that the respondent licensee has suppressed material facts.

Therefore in view of the aforesaid para it is most respectfully prayed that this Hon'ble Authority may be pleased to direct the respondent to withdraw the impugned demand in the interest of justice and equity with cost, hence prayed accordingly.

**ಸಹಾಯಕ ಕಾರ್ಯನಿರ್ವಾಹಕ ಇಂಜಿನಿಯರ್(ವಿ) ಕಾ ಮತ್ತು ಪಾ ಶಹರ**  
**ಉಪವಿಭಾಗ-2, ಹೆಸಾಂ, ಹುಬ್ಬಳ್ಳಿ, ಇವರು ದಿನಾಂಕ:18-08-2018 ರಂದು ಸಭೆಗೆ**  
**ಹಾಜರಾಗಿ ಪತ್ರ ಸಂಖ್ಯೆ: 1484-85 ದಿನಾಂಕ:18-07-2018 ರಂದು ವೇದಿಕೆಗೆ ಸಲ್ಲಿಸಿರುವ**  
**ಲಿಖಿತ ಹೇಳಿಕೆಯನ್ನೇ ಈ ದಿನದ ಹೇಳಿಕೆ ಎಂದು ಪರಿಗಣಿಸುವಂತೆ**  
**ವಿನಂತಿಸಿಕೊಂಡಿರುತ್ತಾರೆ ಪತ್ರದ ಸಾರಾಂಶ ಈ ಕೆಳಕಂಡಂತಿರುತ್ತದೆ.**

ಸ್ಥಾವರವು ದಿನಾಂಕ:17.05.2017 ರಂದು ಶ್ರೀ ನಾಗರಾಜ ಜಕ್ಕಲಿ, ಸಹಾಯಕ ಇಂಜಿನಿಯರ್(ವಿ), ಮಾಪಕ ತಪಾಸಣಾ ವಿಭಾಗ, ಹೆಸಾಂ, ಹುಬ್ಬಳ್ಳಿರವರಿಂದ ರೇಟಿಂಗಿಗೊಳಪಟ್ಟಿತು. ಸದರಿ ವರದಿಯನ್ವಯ ಮಾಪಕ ಸ್ಥಿರಾಂಕ K=10 ಗಣಕೀಕೃತಗೊಳ್ಳದೇ ಬಿಟ್ಟು ಹೋಗಿರುವುದು ಖಚಿತವಾಯಿತು. ಕೂಲಂಕುಷ ಪರಿಶೀಲನೆಯಲ್ಲಿ ಡಿಸೆಂಬರ್-2013 ರಿಂದ ಅಗಸ್ಟ್-2014 ರವರೆಗೆ ಮಾಪಕ ಸ್ಥಿರಾಂಕ K=3 ಎಂದೂ ಸೆಪ್ಟೆಂಬರ್-2014 ರಿಂದ ಮೇ-2017 ರವರೆಗೆ K=10 ಬದಲಾಗಿ K=1 ಎಂದು ಲೆಕ್ಕಾಚಾರಗೊಂಡಿದ್ದು,

K=10 ನ್ನು ದಾಖಲಿಸಿ ಡಿಸೆಂಬರ್-2013 ರಿಂದ ಮೇ-2017 ರವರೆಗೆ ರೂ 154446/- ಗಳನ್ನು ಲೆಕ್ಕೀಕರಿಸಿ ಪತ್ರ ಸಂಖ್ಯೆ: ಹೆಸ್ಕಾಂ/ಸ.ಉ.ವಿ-2/ಸ.ಕಾ.ನಿ.ಇಂ(ವಿ)/ಸ.ಲೆ/ಹಿಸ/ಬಿ-13/2017-18/1887-88, ದಿನಾಂಕ:01.08.2017 ರಡಿಯಲ್ಲಿ ನೋಂದಣಿ ಅಂಚೆ ಮೂಲಕ ನೋಟೀಸ್ ವಿತರಿಸಲಾಯಿತು. ಸದರಿ ಮೊತ್ತವನ್ನು ವಿರೋಧಿಸಿ ಗ್ರಾಹಕರು ಆಕ್ಷೇಪಣೆ ಅರ್ಜಿಯನ್ನು ದಿನಾಂಕ:05.09.2017 ರಂದು ಸಲ್ಲಿಸಿದರು. ಸದರಿ ಆಕ್ಷೇಪಣೆ ಮೇರೆಗೆ ದಿನಾಂಕ:22.11.2017 ರಂದು ಸಹಾಯಕ ಕಾರ್ಯನಿರ್ವಾಹಕ ಇಂಜಿನಿಯರ್(ವಿ), ಮಾಪಕ ತಪಾಸಣಾ ವಿಭಾಗ, ಹೆಸ್ಕಾಂ, ಹುಬ್ಬಳ್ಳಿರವರ ಉಪಸ್ಥಿತಿಯಲ್ಲಿ ವಿಚಾರಣೆ ಕೈಗೊಳ್ಳಲಾಯಿತು. ಮಾಪಕ ಸ್ಥಿರಾಂಕ ಬಿಟ್ಟು ಹೋಗಿದ್ದು, ಖಚಿತವಾಯಿತು. ಸಹಾಯಕ ಕಾರ್ಯನಿರ್ವಾಹಕ ಇಂಜಿನಿಯರ್(ವಿ), ನಗರ ಉಪವಿಭಾಗ-2, ಹಾಗೂ ಸಹಾಯಕ ಕಾರ್ಯನಿರ್ವಾಹಕ ಇಂಜಿನಿಯರ್(ವಿ), ಮಾಪಕ ತಪಾಸಣಾ ವಿಭಾಗ, ಹೆಸ್ಕಾಂ, ಹುಬ್ಬಳ್ಳಿರವರು ಮಾಪಕ ಸ್ಥಿರಾಂಕ ಬಿಲ್ಲಿಂಗಿನಲ್ಲಿ ಬಿಟ್ಟು ಹೋಗಿರುವುದನ್ನು ಗ್ರಾಹಕರಿಗೆ ಖಚಿತಪಡಿಸಿದರು ಹಾಗೂ ಹಿಂಬಾಕಿಯನ್ನು ಪಾವತಿಸುವುದೆಂದು ಈ ಕಛೇರಿ ಆದೇಶ ಸಂಖ್ಯೆ:ಹೆಸ್ಕಾಂ/ಸ.ಉ.ವಿ-2/ಸ.ಕಾ.ನಿ.ಇಂ(ವಿ)/ಸ.ಲೆ/ಹಿಸ/ಬಿ-13/2017-18/4300-02, ದಿನಾಂಕ:02.01.2018 ರಂದು ಆದೇಶಿಸಲಾಯಿತು.

**ಪ್ರಕರಣದ ಸಾರಾಂಶದ ಮೇಲೆ ವೇದಿಕೆಯ ಅಭಿಪ್ರಾಯ:**

ಸದರ ಪ್ರಕರಣದಲ್ಲಿ ಗ್ರಾಹಕರ ಹೇಳಿಕೆ ಹಾಗೂ ನಿಗಮದ ಅಧಿಕಾರಿಗಳ ಹೇಳಿಕೆ ಮತ್ತು ಕಡತದಲ್ಲಿಯ ಕಾಗದ ಪತ್ರಗಳನ್ನು ಪರಿಶೀಲಿಸಲಾಗಿ ಈ ಕೆಳಕಂಡ ಮಾಹಿತಿ ಕಂಡು ಬರುತ್ತದೆ.

1. ಶ್ರೀ ನೂರಹೃದ ಎಂ ಅಣ್ಣಿಗೇರಿ, ಇವರ ಸ್ಥಾವರ ಸಂಖ್ಯೆ: MP-226888 ನೇದ್ದ ಸ್ಥಾವರವು 20 ಹೆಚ್.ಪಿ ವಿದ್ಯುತ್ ಮಂಜೂರಾತಿಯೊಂದಿಗೆ ಎಲ್.ಟಿ-5 ಜಕಾತಿಯಡಿಯಲ್ಲಿ ದಿನಾಂಕ:26-11-2013 ರಂದು ಸಂಪರ್ಕಿತಗೊಂಡಿರುತ್ತದೆ. ಸದರಿ ಸ್ಥಾವರದ ಮಾಪಕ ಸ್ಥಿರಾಂಕ K=10 ಎಂದು ಗಣಕೀಕೃತಗೊಳ್ಳದೇ ಬದಲಾಗಿ ಡಿಸೆಂಬರ್-2013 ರಿಂದ ಅಗಷ್ಟ-2014ರ ಅವಧಿಯಲ್ಲಿ ಮಾಪಕ ಸ್ಥಿರಾಂಕ- K=3 ಮತ್ತು ಸೆಪ್ಟೆಂಬರ್-2014 ರಿಂದ ಮೇ-2017 ರವರೆಗೆ ಮಾಪಕ ಸ್ಥಿರಾಂಕ K=1 ಕ್ಕೆ ಬಿಲ್‌ಮಾಡಲಾಗಿದ್ದಿರುತ್ತದೆ ಎಂ.ಆರ್.ಟಿ. ರೇಟಿಂಗ್ ವರದಿಯಂತೆ ಮಾಪಕದ ಸಂಪರ್ಕದ ದಿನಾಂಕದಿಂದ ಮೇ-2017 ರವರೆಗೆ ಮಾಪಕ ಸ್ಥಿರಾಂಕ K=10 ಬಿಲ್‌ಗಳನ್ನು ಲೆಕ್ಕೀಕರಿಸಿ ಬಿಲ್ ಮೊತ್ತ ರೂ.1,54,446/- ಆಕರಿಸಿರುವುದು ಕಂಡು ಬರುತ್ತದೆ. ಆದರೆ ಇದು ನಿಗಮದ ಶಾಖಧಾಕಾರಿಗಳಿಂದ ಮತ್ತು ಮೀಟರ್ ರೀಡರ್‌ಗಳಿಂದ ಆದ ತಪ್ಪಿನಿಂದ ಆಗಿರುವುದು ಆದರೆ ನಮ್ಮಿಂದಾಗಿರುವುದಿಲ್ಲ ಆದ್ದರಿಂದ ಮಾನ್ಯರು ಎಲ್ಲ ಸತ್ಯಾಂಶಗಳನ್ನು ಪರಿಶೀಲಿಸಿ ತಪ್ಪಿತಸ್ಥ ಅಧಿಕಾರಿಗಳೂ ವ ಸಿಬ್ಬಂದಿ ವರ್ಗದವರೂ ಜವಾಬ್ದಾರರಾಗಿರುವುದರಿಂದ ಅವರಿಂದ ಶೇ 50% ರಷ್ಟನ್ನು ಪಾವತಿಸಿಕೊಳ್ಳುವಂತೆ ವೇದಿಕೆಯಲ್ಲಿ ವಿನಂತಿಸಿಕೊಂಡಿರುತ್ತಾರೆ. ಸದರಿ ಸ್ಥಾವರಕ್ಕೆ ಆಕರಿಸಿರುವ ಒತ್ತಾಯದ ಬೇಡಿಯಕೆಯನ್ನು ಕೈಬಿಟ್ಟು ನ್ಯಾಯ ಒದಗಿಸಿಕೊಡಬೇಕೆಂದು ಗ್ರಾಹಕರು ದಿನಾಂಕ:07-04-2018 ರಂದು ವೇದಿಕೆಗೆ ಅರ್ಜಿ ಸಲ್ಲಿಸಿರುತ್ತಾರೆ ಕಂಡು ಬರುತ್ತದೆ.
2. ಸ್ಥಾವರ ಸಂಖ್ಯೆ: MP-226888 ದಿನಾಂಕ:26-11-2013 ರಂದು 20 ಎಚ್.ಪಿ ಭಾರದೊಂದಿಗೆ ಸಂಪರ್ಕಿತಗೊಂಡಿರುತ್ತದೆ. ಸದರಿ ಸ್ಥಾವರವು ದಿನಾಂಕ:17-05-2017 ರಂದು ಶ್ರೀ ನಾಗರಾಜ ಜಕ್ಕಲಿ, ಸಹಾಯಕ ಕಾರ್ಯನಿರ್ವಾಹಕ ಇಂಜಿನಿಯರ್(ವಿ), ಮಾಪಕ ತಪಾಸಣಾ ವಿಭಾಗ, ಹೆಸ್ಕಾಂ, ಹುಬ್ಬಳ್ಳಿರವರಿಂದ ರೇಟಿಂಗ್‌ಗೆ ಒಳಪಟ್ಟಿರುತ್ತದೆ. ಸ್ಥಾವರದ ಮಾಪಕ ಸ್ಥಿರಾಂಕ K=10 ಎಂದು ಗಣಕೀಕೃತಗೊಳ್ಳದೇ ಬಿಟ್ಟು ಹೋಗಿರುವುದು ಖಚಿತಪಡಿಸಿಕೊಂಡು ಡಿಸೆಂಬರ್-2013 ರಿಂದ ಅಗಷ್ಟ-2014ರ ಅವಧಿಯಲ್ಲಿ ಮಾಪಕ ಸ್ಥಿರಾಂಕ- K=3 ಮತ್ತು ಸೆಪ್ಟೆಂಬರ್-2014 ರಿಂದ ಮೇ-2017 ರವರೆಗೆ ಮಾಪಕ ಸ್ಥಿರಾಂಕ K=1 ಕ್ಕೆ ಬಿಲ್‌ಮಾಡಿರುವುದು ಕಂಡು ಬರುತ್ತದೆ. ಎಂ.ಆರ್.ಟಿ. ರೇಟಿಂಗ್ ವರದಿಯಂತೆ ಮಾಪಕದ ಸಂಪರ್ಕದ ದಿನಾಂಕದಿಂದ ಮೇ-2017 ರವರೆಗೆ ಮಾಪಕ ಸ್ಥಿರಾಂಕ K=10 ಬಿಲ್‌ಗಳನ್ನು ಲೆಕ್ಕೀಕರಿಸಿ, ಬಿಲ್ ಮೊತ್ತ ರೂ.1,54,446/- ಲೆಕ್ಕೀಕರಿಸಿ, ಪತ್ರ ಸಂಖ್ಯೆ:ಹೆಸ್ಕಾಂ/ಸ.ಉ.ವಿ-2/ಸ.ಕಾ.ನಿ.ಇಂ(ವಿ)/ಸ.ಲೆ/ಹಿಸ/ಬಿ-13/2017-18/1887-88 ದಿನಾಂಕ:01-08-2017 ರಡಿಯಲ್ಲಿ ನೋಟೀಸ್ ವಿತರಿಸಿರುವುದು ಕಂಡು ಬರುತ್ತದೆ. ಸದರಿ ಮೊತ್ತವನ್ನು ವಿರೋಧಿಸಿ ಗ್ರಾಹಕರು ಆಕ್ಷೇಪಣೆ ಅರ್ಜಿ ಸಲ್ಲಿಸಿದ್ದು, ಸದರಿ ಆಕ್ಷೇಪಣೆ ಅರ್ಜಿಯನ್ವಯ ದಿನಾಂಕ:22-11-2017 ರಂದು ಸ.ಕಾ.ನಿ.ಇಂ(ವಿ) ಮಾಪಕ ಪರಿವೀಕ್ಷಣೆಯ ವಿಭಾಗದವರ ಉಪಸ್ಥಿತಿಯಲ್ಲಿ ವಿಚಾರಣೆ ಕೈಗೊಂಡು ಸ್ಥಿರಾಂಕ

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ಬಿಟ್ಟುಹೋಗಿರುವುದನ್ನು ಗ್ರಾಹಕರಿಗೆ ಖಚಿತಪಡಿಸಲಾಯಿತು. ಹಿಂಬಾಕಿ ಬಿಲ್ ಮೊತ್ತ ರೂ. 1,54,446 ನ್ನು ಪಾವತಿಸುವಂತೆ ಸ.ಕಾ.ನಿ.ಇಂ(ವಿ), ಕಾ ಮತ್ತು ಪಾ ಶಹರ ಉಪ ವಿಭಾಗ-2, ಹೆಸ್ಕಾಂ, ಹುಬ್ಬಳ್ಳಿರವರು ಅಂತಿಮ ಆದೇಶ ಹೊರಡಿಸಿರುವುದು ಕಂಡು ಬರುತ್ತದೆ. ಸದರಿ ಸ್ಥಾವರಕ್ಕೆ ಬೇಡಿಕೆಗೊಳಿಸಿರುವ ಮೊತ್ತವು ನಿಯಮಾನುಸಾರ ಸರಿ ಇರುತ್ತದೆ ಎಂದು ಸ.ಕಾ.ನಿ.ಇಂ(ವಿ), ಕಾ ಮತ್ತು ಪಾ ಶಹರ ಉಪ ವಿಭಾಗ-2, ಹೆಸ್ಕಾಂ, ಹುಬ್ಬಳ್ಳಿರವರು ವೇದಿಕೆಗೆ ವಿನಂತಿಸಿಕೊಂಡಿರುತ್ತಾರೆ.

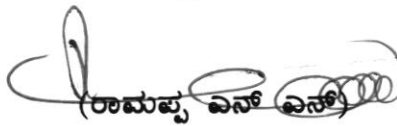
ಮೇಲಿನ ಎಲ್ಲ ಅಂಶಗಳನ್ನು ಪರಿಶೀಲಿಸಿದಾಗ Conditions of Supply of Electricity of Distribution Licensees in the State of Karnataka ರ ರೆಗ್ಯೂಲೇಷನ್ 29.08 ಪ್ರಕಾರ ನಿಗಮದಿಂದ ಆಕರಿಸಿರುವ ಹಿಂಬಾಕಿ ಬಿಲ್ ರೂ. 1,54,446/-ಗಳನ್ನು ವಿಧಿಸಿರುವುದು ನಿಯಮಾನುಸಾರ ಸರಿ ಇರುತ್ತದೆ. ಅಲ್ಲದೇ ಈ ಮೊತ್ತ ವಸೂಲಾತಿ ಮಾಡುವಲ್ಲಿ KERC, COS Regulation-29.03ಯನ್ನು ಪಾಲನೆ ಮಾಡಿರುವುದು ಸಹ ಕಂಡುಬರುತ್ತದೆ. ಈ ಪ್ರಕರಣದಲ್ಲಿ ಗ್ರಾಹಕರು ಆಕ್ಷೇಪಿಸಿದ್ದು, ದಿನಾಂಕ:22-11-2017 ರಂದು ಉಪ ವಿಭಾಗದ ಕಛೇರಿಯಲ್ಲಿ ವಿಚಾರಣೆ ಕೈಗೊಂಡು ಸದರ ಹಿಂಬಾಕಿ ಮೊತ್ತವನ್ನು ಪಾವತಿಸುತ್ತೇ ಗ್ರಾಹಕರಿಗೆ ಮನದಟ್ಟು ಮಾಡಿ, ಆದೇಶ ಸಂಖ್ಯೆ:4300-02 ದಿನಾಂಕ:02-01-2018 ನ್ನು ಹೊರಡಿಸಿ, ಗ್ರಾಹಕರಿಂದ ಡಿಸೆಂಬರ್-2013 ರಿಂದ ಮೇ-2017 ರ ಅವಧಿಯಲ್ಲಿ ಒಟ್ಟು ಹಿಂಬಾಕಿ ಮೊತ್ತ ರೂ.1,54,446/- ಪಾವತಿಸುವಂತೆ ಗ್ರಾಹಕರಿಗೆ ತಿಳಿಸಿರುವುದು ಸರಿ ಇರುತ್ತದೆ. ಆದ್ದರಿಂದ ಈ ಮೊತ್ತವನ್ನು ಗ್ರಾಹಕರು ಪಾವತಿಸಲು ಭಾಧ್ಯಸ್ಥರಾಗಿರುತ್ತಾರೆ.

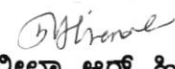
24 NOV 2018

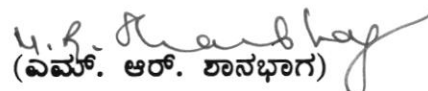
ದೇಶ ಸಂಖ್ಯೆ:ಅಇಂ(ವಿ)/ಉಲೆನಿ/ಹಿಸ-1/ಗ್ರಾಕುಂಕೊನಿವೇ/ಕಡತ-237/ 102 ದಿನಾಂಕ:

ಗ್ರಾಹಕರ ಕುಂದು ಕೊರತೆ ನಿವಾರಣಾ ವೇದಿಕೆಗೆ ಆದೇಶ ಸಂಖ್ಯೆ ಹೆಸ್ಕಾಂ/ಜಿಎಂ(ಟಿ)/ಇಇ-4/ಎಓ/13-14/ ಸಿವೈಎಸ್-769 ದಿ.16.07.2013 ರನ್ವಯ ಹಾಗೂ ಹೆಸ್ಕಾಂ/ಜಿಎಂ(ಟಿ)/ಇಇ-4/ಎಓ/16-17/ಸಿವೈಎಸ್-3851 ದಿ.28.01.2017 ಮತ್ತು ಹೆಸ್ಕಾಂ/ಜಿಎಂ(ಟಿ)/ಇಇ-4/ಎಓ/15-16/ಸಿವೈಎಸ್-916 ದಿ.13.06.2018 ರನ್ವಯ ದತ್ತವಾದ ಅಧಿಕಾರವನ್ನು ಚಲಾಯಿಸಿ ಈ ಕೆಳಗಿನಂತೆ ಆದೇಶಿಸಲಾಗಿದೆ.

1. ಗ್ರಾಹಕರ ಮನವಿಯನ್ನು ಪುರಸ್ಕರಿಸಲಾಗಿಲ್ಲ.

  
(ರಾಮಪ್ಪ ಎನ್ ಎನ್)  
ಉಪಲೆಕ್ಕ ನಿಯಂತ್ರಣಾಧಿಕಾರಿ  
ಹಾಗೂ ಗ್ರಾಕುಂಕೊನಿವೇ ಸದಸ್ಯರು  
ಕಾ ಮತ್ತು ಪಾ ವೃತ್ತ, ಹುಬ್ಬಳ್ಳಿ

  
(ಲೀಲಾ ಆರ್ ಹಿರೇಮಠ)  
ಆಯೋಗದಿಂದ ನಿಯೋಜಿಸಲಾದ  
ಸದಸ್ಯರು.

  
(ಎಮ್. ಆರ್. ಶಾನ್ಭಾಗ)  
ಅಧೀಕ್ಷಕ ಇಂಜಿನಿಯರ(ವಿ)  
ಕಾ & ಪಾ ವೃತ್ತ, ಹೆಸ್ಕಾಂ, ಹುಬ್ಬಳ್ಳಿ  
ಹಾಗೂ ಅಧ್ಯಕ್ಷರು, ಧಾರವಾಡ ಜಿಲ್ಲೆ  
ಗ್ರಾ.ಕುಂ.ಕೊ.ನಿ.ವೇದಿಕೆ.

ಗೆ,  
ಶ್ರೀ ನೂರಅಹ್ಮದ ಎಂ ಅಣ್ಣಿಗೇರಿ,  
(R.R.No:MP-226888)  
C/o, ತುಷಾರ ಎಂ ಬದ್ದಿ,  
ಅರಿಹಂತ ಪಾರ್ಕ್, ಕೇಶ್ವಾಪುರ, ಹುಬ್ಬಳ್ಳಿ.

“ನೊಂದಣಿ ಅಂಚೆ ಮೂಲಕ”

ಪ್ರತಿ:

1. ಮುಖ್ಯ ಇಂಜಿನಿಯರ(ವಿ), ಹುಬ್ಬಳ್ಳಿ ವಲಯ, ಹುವಿಸಕನಿ., ಕೇಶ್ವಾಪುರ, ಹುಬ್ಬಳ್ಳಿ-23 ಇವರ ದಯಾಪರ ಮಾಹಿತಿಗಾಗಿ.
2. ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು(ತಾಂತ್ರಿಕ), ಕಂಪನಿ ಕಛೇರಿ, ಹುವಿಸಕನಿ, ಹುಬ್ಬಳ್ಳಿರವರ ಆದರ ಪೂರ್ವಕ ಮಾಹಿತಿಗಾಗಿ
3. ಕಾರ್ಯನಿರ್ವಾಹಕ ಇಂಜಿನಿಯರ(ವಿ), ಕಾ ಮತ್ತು ಪಾ ಶಹರ ವಿಭಾಗ, ಹುವಿಸಕನಿ., ಹುಬ್ಬಳ್ಳಿ ಇವರಿಗೆ ಮಾಹಿತಿಗಾಗಿ. ಸೂಕ್ತ ಕ್ರಮಕ್ಕಾಗಿ.
4. ಸಹಾಯಕ ಕಾರ್ಯನಿರ್ವಾಹಕ ಇಂಜಿನಿಯರ(ವಿ), ಕಾ ಮತ್ತು ಪಾ ಶಹರ ಉಪ ವಿಭಾಗ-2, ಹುವಿಸಕನಿ., ಹುಬ್ಬಳ್ಳಿ ಇವರಿಗೆ ಮಾಹಿತಿಗಾಗಿ ಹಾಗೂ ಸೂಕ್ತ ಕ್ರಮಕ್ಕಾಗಿ.
5. ಮಹಾ ಕಡತ



0.15 200 + 5

0.15 200 + 5

0.15 200 + 5