

BEFORE THE SUPERINTENDING ENGINEER(ELE) & CHAIRMAN, CONSUMER
GRIEVANCE REDRESSAL FORUM, O&M CIRCLE, HESCOM, NEHRU NAGAR,
BELAGAVI-590010

-O-O-O-

CASE NO. 26/2021

ORDER NO: BGM/CGRF/SEE/DCA/AAO/SA-2/2021-22/ 6763-65

DATE: ... 16 FEB 2022

BETWEEN :

By Registered Post

1) Sri. Srishail Chandrappa Varji,
at Dhapadal village, Taluk: Gokak,
Dist: Belagavi.

.....Complainant.

AND

1) Asst. Executive Engineer (Ele),
O&M Sub-Division, HESCOM,
Ghataprabha, Taluk: Gokak, Dist: Belagavi.

.... Respondent.

Memorandum of complaint under Clause No. 4.22 (f) of K.E.R.C. (Consumer
Grievance Redressal Forum and Ombudsman) Regulations 2004 and
Amendments 2013 :-

The H.T installation bearing R.R.No.GPBHT-55 of the complainant stated to have been aggrieved by the Supplemental Claim dtd. 27-08-2021 of the Respondent, is coming under the jurisdiction of CGRF Belagavi District as per KERC Amendment 2013 and O.M No:HESCOM/GM(T)/EE-4/AO/13-14/CYS-769, Date: 16-07-2013 issued by the Corporate office, HESCOM, Hubballi.

(1) Brief history of the case :-

Prior to servicing of the above said HT installation on 21-02-2017 of the complainant, the complainant was running stone crusher in the same place bearing RR.No.GPBMP-38204 under LT-5(b) tariff with sanctioned load of 65 HP and the average consumption was in between 960 to 10460

units per month. Subsequently, the complainant converted his LT installation into HT installation and the same was serviced on 21-02-2021 and allotted the RR.No.GPBHT-55 with sanctioned load of 300 KVA duly dismantling the previous LT installation.

The meter provided to the above HT installation has the facility of recording electricity consumption exclusively zonewise at three intervals interjoining from 22:00 hours to 06:00 hours, 06:00 hours to 18:00 hours, 18:00 hours to 22:00 hours in a day duly showing total cumulative consumption at the end of each month.

As per the clause No.26.07 of Conditions of Supply, the officers of HT Rating Sub-Dn., HESCOM Belagavi have been conducting the periodical testing of the meter right from the date of service of the above HT installation and they found the accuracy of the meter as in order. As a routine practice, the HT Rating Sub-Dn., HESCOM, Belagavi has rated the above installation on 23-08-2021 and submitted the rating report No.3258 wherein the following three observations were pointed out.

- (a) ETV meter checked for accuracy and found OK.
- (b) MD exceeding CD continuously from past 6 months and hence necessary action may be taken as per S & D Code.
- (c) ETV meter readings taken for billing are not matching with actual billing values in the meter and directed to verify the bills issued since date of service.

With a view to comply the above observations, the Respondent verified all the bills served to the consumer right from the date of service upto July-2021 with reference to monthly readings furnished by him. During verification, it was found that even though the monthly meter readings of each of 3 zones and readings for calculating energy consumed during a calendar month were on hand, the concerned staff member used the reading of first zone only to bill the installation where the electricity utilized is only for 8 hours between 22:00 hours to 06:00 hours in a month, leaving the consumption recorded in remaining two zones between 06.00 hours to 18.00 hours and 18.00 hours to 22.00 hours in a month. Thus, the installation has been billed for the consumption of 8 hours in a day

leaving the consumption of remaining 16 hours in a day of total month right from the date of service upto July-2021.

As such, the Respondent has demanded the supplemental claim of Rs.1,32,79,518/- (Rupees one crore thirty two lakhs seventy nine thousand five hundred eighteen only) through his letter dated 27-08-2021 under Clause No. 29.03 of Conditions of Supply towards non-billing the electricity consumption recorded in other two zones to the extent of 16.00 hours in a day of total month right from 21-02-2017 to 31-07-2021, (since the Complainant has utilized the electricity commodity during the above period).

- (2) In response to the above Supplemental Claim, the Complainant has filed his objections through his letter dated 02-09-2021 and 09-09-2021 duly posing the reason that as per Section 56(2) of Electricity Act-2003 and clause No.29.08 of Conditions of Supply, the Respondent shall not recover any arrears after a period of 2 years from the date when such sum became first due. The Respondent has clarified the reason for demanding supplemental claim through his letter dated 06-09-2021 and 09-09-2021 and passed final order dated 27-09-2021. **The complainant was not satisfied with the above said clarification and final order and hence he filed an appeal petition dated 18-10-2021 before this Forum.**
- (3) The complainant has contested the supplemental claim dated 27-08-2021 and final order dated 27-09-2021 and requested to declare the supplemental claim as illegal on the following grounds.
- (i) Respondent has not provided the Service Certificate at the time of servicing the installation to the Complainant as per Clause No. 4.08 of Conditions of Supply which has resulted in raising supplemental bills without actually establishing the erroneous bills in the past. To substantiate his stand, the complainant quoted a condition of order No. AIR 1976 SC 1785 of Hon'ble Supreme Court of India in the case of Siemens Engineering and Manufacturing Company of India – VS – Union of India.
 - (ii) The present exercise of providing calculation sheet is a post facto thought to raise a huge bill by taking the consumer by surprise.



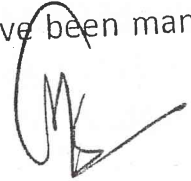
- (iii) The supplementary bill appears to be technical issue involving the meter parameters to be referred to a third party.
- (iv) It is relevant to state that discrepancy in the meter or recording should have been noticed during periodical meter testing as per Clause No.26.02 of Conditions of Supply.
- (v) Further, reported deviation in power factor is violative and levy of PF surcharge is violative of Clause No.22.02(a) of Conditions of Supply.
- (vi) Further, the concerned officer himself being an interested party cannot take a position of adjudicating the matter all be himself.

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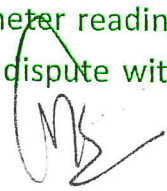
The complainant through his Defence Counsel has deposed the statement covering the above mentioned points before this CGRF on 06-12-2021 where hearing was conducted.

(4) In addition to the above querries raised before the Forum on 06-12-2021, the complainant has pleaded the following points relating to issual of alleged illegal Supplemental Claim through his statement dated. 09-12-2021.

- (i) The present controversy arises out of supplemental claim raised on the basis of alleged erroneous reading of the meter by the Respondent right from the date of service of instllation to date.
- (ii) The entire controversy involves wrong meter reading dispute which is primary issue for decision of the Forum.
- (iii) The Meter Card as prescribed under Clause No. 4.9 of KERC is not provided for the customer's premises. In the absence of Meter Card, there has not been any evidence of meter being read and readings recorded as on the prescribed date.
- (iv) The Complainant had not opted for TOD. Therefore TOD time slots were not enabled. Evidently, the bills raised by the Sub-Division could have taken consumption recorded in any those TOD slots and compute total consumption.
- (v) As per the Clause No.26.02 of Conditions of Supply, if the average consumption is less than 20 units per KW per month or more than 300 units per KW per month should have been mandatorily tested



- frequently to ascertain the correctness of the meter. This procedure relating meter were ignored by the Respondent.
- (vi) The Respondent has not maintained Meter Register.
 - (vii) Power factor related provisions under Conditions of Supply appears to have been over looked.
 - (viii) The maximum demand for the purposes of billing has also not been recorded which is an important billing parameter. The statement supplied to complainant reflects maximum load as 255 KVA mechanically.
 - (ix) The requisition dated 24-11-2021 of Complainant in terms of Clause No.30.15 for supply of certified copies of monthly bills was ignored.
 - (x) In respect of rating of the installation as provided under Clause No.31.04 of Conditions of Supply, procedure were not followed. The rating was conducted in the absence of consumer or his authorized representative and their signatures were not obtained for having witnessed the rating and having received the copy of the rating report.
 - (xi) The copies of rating reports filed with the Forum do not carry date of rating and the columns and rows relating to TOD readings b¹, b², b¹, 1, 1, b², b⁴ has been left blank in all HT rating reports. This rating reports do not record of usage of electricity in any of the TOD slots.
 - (xii) The Clause 27.00 and 27.02 of Conditions of Supply specifically mandates checking of the meter for correctness for any shortfall noticed in consumption. The rating reports supra does not make any reference to pattern of consumption (Except the Report No.3258).
 - (xiii) A dispute arose on the day the installation was rated and some deviations in respect of Recorded Maximum Demand and consumption was noticed. While drawing the said report, Mahazar was not drawn and the signature of the consumer or his authorized representative for having witnessed the testing and also agreeing to back billing charges, was not obtained.
 - (xiv) Either way, Licensee was aggrieved by errors in the meter reading and consequent short claim which required raising a dispute with

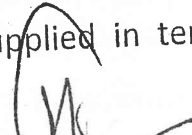


the competent authority viz., Electrical Inspector. In this regard, the Complainant has placed a citation of judgement of Hon'ble High Court of Karnataka in the case of KEB – Vs – Topasa reported in ILR 1991 KAR 909, 1991(1) Kar LJ 313.

- (xv) In the case of under-recording or electricity by an electrical meter, it is for the Board to raise a dispute before Electrical Inspector under section 26(2) of the Indian Electricity Act, 1910.

In the case of over-recording of electricity by an electrical meter, it is for the consumer who was adversely affected party requires to raise a dispute before Electrical Inspector. Hence, naturally in the case of under-recording, it is for the Respondent to raise a dispute before Electrical Inspector.

- (xvi) The Complainant has contended it is settled law that no individual should be enabled by law to take advantage of his own short comings and inflict hardships on other unsuspecting citizen. In this regard, the Complainant has placed a citation in the case of AIR 1965 SC 1061 regarding pecuniary interest and principles of natural justice.

- (5) The Respondent has contended in his statements dated. 06-11-2021, 06-12-2021 and 16-12-2021 that the Complainant advocated and narrated the above grounds as contained in his appeal petition dated 18-10-2021 and defence statement dated 06-12-2021 and 09-12-2021 attempting to evince the Supplemental Claims as illegal are not relevant to the Supplemental Claims dated 27-08-2021. The contention of Respondent in response to the argument put by the Complainant are taken up in the coming paras.
- (6) On going through the Appeal Petition and defence statements of the Complainant and contention of the Respondent, the following points arises for our consideration.
- (i) Whether the Respondent is refrained to recover any arrears after 2 years from the date when such sum became the first due, unless such sum has been shown continuously in the bill as recoverable as arrears of the charges of electricity supplied in terms of Clause No.29.08 of Conditions of Supply?
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- (ii) Whether the rating reports forwarded by the AEE(EI), HT Rating Sub-Dn., HESCOM, Belagavi after conducting the rating suffers with certain deficiency? Whether the AEE(EI), HT Rating Sub-Dn., HESCOM, Belagavi has violated the procedure of Conditions of Supply while rating the installation of the Complainant?
- (iii) Whether non issuance of Service Certificate and Meter Card at the time of servicing the installation to the Complainant is the main cause for raising the Supplemental Claims? ✓
- (iv) Whether the present controversy arises out of Supplemental Claims raised on the basis of alleged erroneous reading of the meter by the Respondent right from the date of service of installation? Whether the Respondent has taken wrong meter reading right from the date of service upto date? ✓
- (v) Whether it is appropriate to refer the present case of Supplemental Claims to the Electrical Inspector, Government of Karnataka, Belagavi?

Our answers to the above questions are negative. We have come to the above conclusion on the following grounds.

- (7) It is revealed from the R.R docket that the Complainant converted his LT installation bearing R.R. No.GPBMP-38204 of LT-5(b) tariff (Stone Crusher) with sanctioned load of 65 HP into HT installation which has been serviced on 21-02-2017 with sanctioned load of 300KVA and the R.R No.GPBHT-55 was assigned to this installation. The meter provided to this HT installation has the facility of recording electricity consumption exclusively zonewise at three intervals interjoining from 22:00 hours to 06:00 hours, 06:00 hours to 18:00 hours and 18:00 hours to 22:00 hours in a day duly showing total cumulative consumption zonewise at the end of each month, and the meter also has the facility to record total energy consumed by the consumer in a month
- (8) It is admitted by both Respondent and Complainant that as per Clause No.26.07 of Conditions of Supply, the AEE(EI), HT Rating Sub-Dn., HESCOM, Belagavi has conducted the rating of HT installation on 23-08-2021. At the time of rating, it is learnt that neither the consumer nor his authorized representative were present in the premises of the installation and only labours were present. It is clearly visible from the rating report

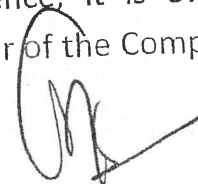


No.3258 pertaining to the rating conducted on 23-08-2021 carry the date of present rating as well as previous date of rating. In the latest rating report No.3258 three observations were pointed out viz., (1) ETV meter checked for accuracy and found OK (2) MD exceeding CD continuously from past 6 months and hence necessary action may be taken as per S&D Code. (3) ETV meter readings taken for billing are not matching with actual billing values in the meter and directed to verify the bills since date of service.

The Complainant has pleaded that the columns and rows relating to TOD readings has been left blank in all the HT Rating reports. The Forum is convinced by the Respondent that the columns and rows in HT Rating reports are deliberately left blank since the Complainant has not opted for TOD facility and also it is not mandatory for this installation as the C.D of the Complainant is less than 500 KVA. In order to avoid the confusion, the readings which are necessary for billing are noted therein.

- (9) The plea of the Complainant as on the date of rating and while drawing the said rating report, a mahazar was not drawn is not accepted because the testing staff of the Licensee have to draw a mahazar and obtain the signature of the consumer or his representative for witnessing the test and also agreeing to pay the back billing charges in case of slow recording of the meter as per the Clause No.27.03 (iii) of Conditions of Supply.
- (10) It is revealed from Rating reports right from the date of service of the HT installation upto 23-08-2021, the accuracy of the meter has been showing continuously as satisfactory. Hence, there was no dispute about the accuracy of the meter between consumer and Respondent, since the meter has been recording the consumption of electricity in foolproof manner.

In the event of the consumer disputes the accuracy of the meter, he shall give notice to the Licensee and the Licensee shall refer the matter for inspection/testing of the meter to a "Third Party Agency" approved by the KERC under intimation to the consumer as per Clause No.27.01 of Conditions of Supply. In this regard, the Complainant has never filed any notice regarding inaccuracy of the meter. Hence, it is evident that nobody can doubt about the accuracy of the meter of the Complainant.

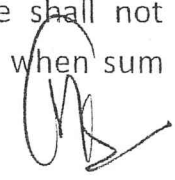


(11) Based on the remarks such as "ETV meter readings taken for billing are not matching with actual values in the meter and it requires to verify the bills since date of servicing" as indicated in the Rating report No.3258 on the outcome of rating conducted on 23-08-2021, we are given to understand that the Respondent verified all the energy bills served to the Complainant since date of service with reference to meter readings relating to energy consumption recorded in all three zones furnished to the revenue section of the Sub-Division for preparation of bills every month. On meticulous verification by the Respondent, he found that even though meter readings exclusively of all the three zones were available, the concerned have billed the installation only for the consumption recorded in one zone out of three zones between 22:00 hours to 06:00 hours by leaving the meter readings of remaining two zones showing electricity consumption recorded between 06:00 hours to 18:00 hours and 18:00 hours to 22:00 hours. Hence, the Respondent was required to bill the installation of left out remaining two zones between 06:00 hours to 18:00 hours and 18:00 hours to 22:00 hours based on the meter readings available since date of service up to July-2021.

(12) It is revealed from the documents furnished by the Respondent that the Respondent has prepared and served the Supplemental Claims amounting to Rs.1,32,79,518/- covering the period of 54 months (From Feb-2017 to July-2021) to the Complainant under Section 56(1) of I.E.Act 2003 and Clause No.29.03 of Conditions of Supply through the letter No.GPB/AEE(EI)/TA/21-22/409-11, Date: 27-08-2021 with a request to pay the Supplemental Claims within 15 days.

(13) In response to the above demand of Supplemental Claims, the Complainant has filed his objections on 02-09-2021 and 09-09-2021 duly posing the reason that as per Section 56(2) of I.E.Act 2003 and Clause No.29.08 of Conditions of Supply, the Respondent shall not recover any arrears after a period of 2 years from the date when such sum became first due.

It appears that the Complainant has misconstrued the above Section and Clause of I.E. Act 2003 and Conditions of Supply. The Clause No.29.08(a) of Conditions of Supply says that the Licensee shall not recover any arrears after a period of 2 years from the date when sum

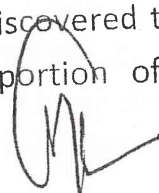


became first due. No where it is mentioned that the Licensee shall not recover any arrears after a period of two years from the date of service of installation. The Respondent has rightly pointed out that consequent to receipt of Rating report No.3258, dtd.23-08-2021, the demand of Supplemental Claims dated 27-08-2021 served to the Complainant became first due.

In this regard, the Forum wishes to rely upon the judgement of Hon'ble Supreme Court of India in the case of Assistant Engineer(D1), Ajmer Vidyut Vitaran Nigam Limited versus Rahamatullah Khan alias Rahamjulla in Civil Appeal No. 1672 of 2020 dtd.18-02-2020 arising out of SLP(Civil) No.5190 of 2019 wherein the Supreme Court of India has defined on the terms of Section 56(1) and 56(2) of I.E.Act 2003 and Conditions of Supply with regard to the word "The Licensee shall not recover any arrears after a period of 2 years from the date when such sum became first due" as follows.

- (i) The term "due" refers to the amount for which the demand is raised by way of a bill. The term "first due" would therefore imply when the demand is raised for the first time. The bill raised by the Licensee Company would be the starting point for exercise of power under Sub-Section(1) of Section 56.
- (ii) As per Sub-Section(2) of Section 56, the bar limitation would be two years from the date when the first bill is issued.
- (iii) In a case of mistake, the starting point of limitation should be the date when mistake is discovered.
- (iv) As per Section 17(1)(c) of the Limitation Act, 1963, in case of a mistake, the limitation period begins to run from, when the mistake is discovered for the first time.
- (v) The Section 56(2) do not preclude the Licensee Company from raising an additional or supplementary demand after the expiry of the limitation period under Section 56(2) in the case of a mistake or bonafide error.

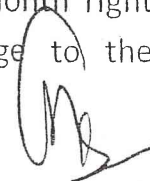
In the instant case, the Licensee Company discovered the mistake of billing with regard to non-billing of some portion of electricity



consumed by the Complainant on 23-08-2021 and the Respondent demanded Supplemental Claims on 27-08-2021. Hence, the Limitation Act do not apply to this Supplemental Claims dated 27-08-2021.

- (14) The Complainant contended that non-issuance of Service Certificate and the Meter Card at the time of servicing the installation to the Complainant are the main reasons for raising the Supplemental Claims. Further, he pleaded that in the absence of Meter Card, there has not been any evidence of meter being read and reading recorded as on prescribed date. Of course, this contention is agreeable, but at the same time it is to be noted that, the meter readings taken on the prescribed date are being indicated in the bills served to the Complainant every month. Further, non-delivery of Service Certificate and Meter Card did not preclude the Complainant for utilizing the electricity. Hence, the Forum is of opinion that the above reasons put-forth by the Complainant are not maintainable.
- (15) The Complainant deposed that the Respondent has failed to furnish the certified copies of monthly bills even though he submitted a requisition for the same on 24-11-2021. The Respondent in his defence statement has stated that as per KERK Regulations-2004, the Licensee is not expected to issue certified copies of the bills on the same day of receipt of application of the consumer since it involves large scale of documents. However, it is ascertained that the Respondent has furnished certified copies of monthly bills to the Complainant through his letter No.1015, dated 08-12-2021.
- (16) The Complainant states that power factor related provisions under Conditions of Supply appears to have been overlooked. No notice has been served on the consumer to remedy low power factor.

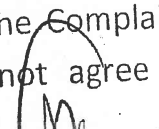
As per the Clause No.22.01 of Conditions of Supply, it is the responsibility of the consumer to maintain an average power factor not less than 0.90 lag. In case this was not maintained, surcharge shall be payable as specified under prevailing tariff. But, the Complainant failed to maintain an average power factor and as such surcharge pertaining to the first zone commencing from 22:00 hours to 06:00 hours was only levied because the energy bills served to the Complainant every month right from March-2017 to August-2021 did not cover surcharge to the



remaining 16 hours. Hence, the same has been incorporated in the Supplemental Claims served to the Complainant on 27-08-2021, as per Clause No.22.01(a) of Conditions of Supply.

- (17) The Complainant states that the maximum demand for the purposes of billing has also not been recorded which is an important billing parameter. In this regard, it is to be stated that in respect of HT installation of Complainant, Maximum Demand recorded has exceeded the Contract Demand in many months and as such penalty pertaining to the first zone commencing from 22:00 hours to 06:00 hours was only levied because the energy bills served to the consumer every month right from March-2017 to August-2021 did not cover the penalty for remaining 16 hours. Hence, the same has been incorporated in the Supplemental Claims served to the Complainant on 27-08-2021, as per the Clause No. 42.03 of Conditions of Supply.
- (18) The Complainant has contended that the present controversy arises out of Supplemental Claims raised on the basis of alleged erroneous reading of the meter by the Respondent right from the date of service of installation.

It is pertinent to state that this Forum has examined and verified the details of meter readings taken by the Respondent right from March-2017 to August-2021. It is found from the verification that the Respondent had taken the meter readings of electricity consumption recorded exclusively in three zones between 22:00 hours to 06:00 hours, 06:00 hours to 18:00 hours and 18:00 hours to 22:00 hours and has also recorded reading for (calculating) total energy consumed in a month on the prescribed date every month, which is in order. But after handing over of the meter readings to the Revenue Section of the Sub-Division office for preparation of bills, unfortunately and by oversight the concerned case worker billed the installation taking into consideration of consumption of 8 hours only pertains to first zone as recorded in the meter during 22:00 hours to 06:00 hours by leaving the cumulative consumption of remaining 16 hours pertaining to 2nd and 3rd zone as recorded in the meter between 06:00 hours to 18:00 hours and 18:00 hours to 22:00 hours. As such, the installation of the Complainant was billed to a less degree. Hence, the Forum do not agree with the




contention of the Complainant that the present controversy arises out of Supplemental Claims raised on the basis of alleged erroneous reading of the meter taken by the Respondent.

It is pertinent to state that as per Clause No. 4.22(d) of KERC (Electricity Supply) Code, 2004 and its amendments notified in Karnataka Gazette dated 02-12-2004 vide Annexure-(4) of Conditions of Supply, if the Licensee establishes that it has undercharged the consumer either by review or otherwise, the Licensee may recover the amount undercharged from the consumer by issuing a bill and in such cases atleast 30 days shall be given for the consumer to pay the bill.

In this regard, the Forum wishes to rely upon the order dated 14-11-2019 of Electricity Ombudsman in the case of M/s. Naveen Hotels, Murudeshwar, Taluka Bhatkal – versus – HESCOM in case No. OMB/H/G-349/2019 wherein the Electricity Ombudsman has upheld the decision of CGRF, O&M Circle, HESCOM, Sirsi in the matter of Supplemental Claims of Rs.1,81,88,063/- demanded by the Licensee to the consumer towards billing of the installation at 50% of the consumption of electricity due to wiring of C.T connection has not been given properly. The version of the order of the Electricity Ombudsman in brief is appended below.

“The officers/officials of the Licensee have committed a mistake while giving connection to the check meter on 29-04-2014. This mistake was not noticed/detected by the inspecting officers during their various periodical inspections. The mistake committed came to light only on 26-12-2018 i.e., after 56 months. Electricity charges payable to the Licensee would be one of the factors which any businessman or entrepreneur would take into consideration for fixing the price of his commodity or service. It is also a fact that the Appellant / Complainant has utilized the electricity supplied by the Licensee and he has to pay the required charges for the same. The consumer cannot be allowed to take advantage of the mistakes and negligence of the Licensee’s officers/ officials. The procedure as required under Clause No.29.03 of Conditions of Supply have been followed by the Respondents and hence it would be appropriate to order Back Billing Charges.”



It is observed that the AEE(EI), HT Rating Sub-Dn., HESCOM, Belagavi while rating the HT installation of Complainant on 23-08-2021, it was noticed by him about ETV meter readings taken for billing were not matching with actual billing values in the meter and required to verify the bills since date of service. This was not noticed during earlier inspections. || When this lacuna came to light, the Respondent immediately verified the bills served to the Complainant right from March-2017 to August-2021 with reference to 3 Nos., of zonewise cumulative meter readings taken from March-2017 to August-2021 which were handed over every month to Revenue Section for preparation of bills based on the meter readings on hand. After verification, he found that the case worker has billed the installation for 8 hours only of the first zone where the cumulative consumption of electricity recorded as per meter readings during the period from 22:0 hours to 06:00 hours and whereas he has left out to insert the cumulative consumption of electricity for remaining 16 hours in the bills served to the consumer. Thus, the electricity utilized by the consumer in other two zones during the period from 06:00 hours to 18:00 hours and 18:00 hours to 22:00 hours was not billed right from March-2017 to August-2021. Hence, the Respondent was compelled in the interest of the Company to demand the supplemental claims of Rs.1,32,79,518/- from the consumer pertaining to period from March-2017 to August-2021.

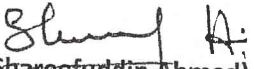
Further, it is observed that the procedure required to be followed as per Clause No. 29.03 of Conditions of Supply like issuing provisional notice and calling for objections, considering the objections filed and passing final orders etc., have all been followed in this case by the Respondent. Hence, no fault can be found in the action of the Respondent in having issued final orders to pay the back billing charges.

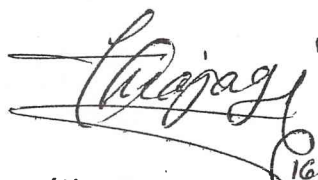
In view of above conclusion, the CGRF., O&M Circle, HESCOM, Belagavi do hereby pass the following order.




ORDER

- (1) The Appeal Petition dated 18-10-2021 and 09-12-2021 filed by the Complainant before CGRF, O&M Circle, HESCOM, Belagavi against the Supplemental Claims dated 27-08-2021 are hereby dismissed.
- (2) The Complainant is hereby directed to make payment of supplemental claims amounting to Rs.1,32,79,518/- (Rupees one crore thirty two lakhs seventy nine thousand five hundred eighteen only) pertaining to the HT installation bearing RR.No.GPBHT-55, at the office of the Respondent within 15 days, failing which the Respondent can take action as per HESCOM rules and as per Revenue Recovery Act.


(Shareefuddin Ahmed)
Member of CGRF,
Belagavi District and
Deputy Controller of Accounts,
O&M Circle, HESCOM, Belagavi.


(Chandrakant.T.Majagi)
Member of CGRF,
Belagavi District
Nominated by KERC.,


(Girishar Kulkarni)
Chairman of CGRF,
Belagavi District and
Superintending Engineer(Ele),
O&M Circle, HESCOM, Belagavi.

Copy forwarded for information and needful to :-

- 1) The Executive Engineer (Elecl), O&M Division, HESCOM, Ghataprabha.
 - 2) The Asst.Executive Engineer (Elecl), O&M Sub-Division, HESCOM, Ghataprabha is directed to take necessary action as mentioned in this order.
- v3) Sri. Srishail Chandrappa Varji, at Dhapadal village, Taluk: Gokak, Dist: Belagavi.

