

ગુજરાત વિદ્યુત નિયંત્રક આયોગ  
વિદ્યુત લોકપાલ, ગુજરાત રાજ્ય,  
પોલીટેક્નીક કમ્પાઉન્ડ, બેરેક નં.૩, આંબાવાડી,  
અમદાવાદ-૩૮૦૦૧૫

સમક્ષ

કેસ નં.૭૭/૨૦૧૯

અરજદાર : પ્રોપ્રાઈટર, સરોવર ઈન,  
C/o. શ્રી જીતેન્દ્રભાઈ આર. શાહ,  
૨૦૧, બીજો માળ, સરોવર એવન્યુ, વિશાલ કોમ્પ્લેક્ષ પાસે  
નારોલ ચાર રસ્તા, નારોલ, અમદાવાદ-૩૮૨૪૫૦

રજૂઆત કરનાર: શ્રી યોગેન્દ્રભાઈ આર. અગ્રવાલ, અધિકૃત પ્રતિનિધિ  
શ્રી બાબુભાઈ આર. કંજારીયા, અધિકૃત પ્રતિનિધિ

વિરૂધ્ધ

સામાવાળા : મેનેજર,  
ટોરેન્ટ પાવર લિમિટેડ  
બીજોમાળ, જ્યુબિલિ હાઉસ, શાહપુર, અમદાવાદ-૩૮૦૦૦૧.

રજૂઆત કરનાર: શ્રી નિખિલ શાહ, આસી.જનરલ મેનેજર, ટોરેન્ટ પાવર લિમિટેડ, અમદાવાદ  
શ્રી કેવલ શાહ, મેનેજર, ટોરેન્ટ પાવર લિમિટેડ, અમદાવાદ

::: રજૂઆત :::

- ૧.૦. અરજદારે, ટોરેન્ટ પાવર લિમિટેડ, અમદાવાદના ગ્રાહક ફરિયાદ નિવારણ ફોરમની ફરિયાદ નં.૧૧૫/૨૦૧૯ અન્વયે અપાયેલ હુકમ ક્રમાંક ૨૧૨૩ તા.૧૯.૦૭.૨૦૧૯ થી નારાજ થઈ અત્રે રજૂઆત કરેલ છે. જે રજૂઆતને આ કચેરીના કેસ રજીસ્ટરે દાખલ કરી કેસ નં.૭૭/૨૦૧૯ થી નોંધેલ છે. આ કેસની સુનવણી તા. ૦૫.૦૯.૨૦૧૯ ના રોજ રાખવામાં આવેલ.
- ૨.૦. સુનવણી દરમિયાન અરજદારે નીચે મુજબ રજૂઆત કરી.
- ૨.૧. અરજદાર ૨૨ કિ.વોટનું કોમર્શિયલ હેતુ વિષયક વીજ જોડાણ ગ્રાહક નં.૨૨૮૮૪૪૧ થી ધરાવે છે. સદર વીજ જોડાણનું વીજબિલ રૂ.૫૯,૫૭૮.૬૨ નહીં ભરાવાને કારણે, ઈલેક્ટ્રીસિટી એક્ટ,૨૦૦૩ ના સેક્શન ૫૬ મુજબ સામાવાળા કંપનીએ તા.૧૭.૦૭.૨૦૧૯ ના રોજ સદર સર્વિસને temporary disconnection કરેલ હતું. અરજદારની સર્વિસનું મીટર, મીટર બોક્ષ, કેબલ વિગેરે સામગ્રી અરજદારને ત્યાં જ લાગેલી હતી. મીટર સુધી પાવર ચાલુ હતો. અરજદારે સર્વિસના પુનઃ વીજ જોડાણ માટે તા.૦૨.૦૬.૨૦૧૯ ના રોજ તેમના પ્રતિનિધિ દ્વારા સામાવાળાને રજૂઆત કરેલ. વીજ જોડાણને કપાત કરે ૧૮૦ દિવસ કરતાં વધારે સમય થયેલ

હોવાથી વીજબિલની DPI સાથે બાકી પડતી રકમ રૂ.૮૬,૩૩૭/- ભરી નવા વીજ જોડાણની અરજી કરવા સામાવાળાએ જણાવેલ. સદર બાબતે અરજદારે ફોરમમાં ફરિયાદ નોંધાવેલ, જેનો હુકમ ફોરમ દ્વારા તા.૧૯.૦૭.૨૦૧૯ ના રોજ કરવામાં આવેલ. અરજદારનો ધંધો રોજગાર ખોરવાઈ રહેલ હોવાના કારણે અરજદારે ફોરમના હુકમ મુજબ તમામ ચર્જિસ ભરી વીજ જોડાણ ચાલુ કરાવેલ.

૨.૨. સામાવાળા કંપનીએ વસુલેલ ચર્જિસ અંગે અરજદારને અસંતોષ હોઈ, અરજદારે યોગ્ય ન્યાય મેળવવા નીચે મુજબ રજૂઆત કરેલ છે.

(1) In GERC Supply Code,2015, Clause No.8.1 it is stated as under:

The supply may be disconnected temporarily or on a permanent basis as per the procedure described below. The licensee shall remove service line, meter etc. after permanent disconnection. However, the licensee may not remove service line, meter etc., in case of temporary disconnection.

(2) In GERC Supply Code,2015, Clause No.8.2 it is stated as under:

The charges for connection, reconnection and disconnection shall be in accordance with the GERC (Licensee's Power to recover Expenditure incurred in providing Electric Supply and Other Miscellaneous Items) Regulations, 2005 and subsequent amendments.

(3) In GERC Supply Code,2015, Clause No.8.3(1) it is stated as under:

The supply may be disconnected temporarily in following cases:

(1) On non-payment of the licensee's dues: The licensee may issue a disconnection notice in writing, as per Section 56 of the Act, to any consumer who defaults on his payment of dues, after giving him a notice period of 15 working days to pay the dues. Such notice can be embedded in the energy bill also. Thereafter, the licensee may disconnect the consumer's installation on expiry of the said notice period by removing the service line/meter as the licensee may deem fit.

(4) In GERC Supply Code,2015, Clause No.8.4 it is stated as under:

The licensee shall, after the connection is temporarily disconnected as per clauses 8.3(2), 8.3(3) and 8.3(4), issue a notice to the consumer to remove the cause of disconnection within 180 days failing which the supply shall be disconnected permanently.

- (5) In GERC Supply Code,2015, Clause No.8.6 it is stated as under:

The supply shall be disconnected permanently in following cases:

(1) On the termination of the Agreement.

(2) If the cause for which the supply was temporarily disconnected is not removed within the notice period.

Provided that if the service of the consumer remains continuously disconnected for 180 days, not being a temporary disconnection upon request of the consumer, the Agreement shall be deemed to be terminated on the expiry of 15 days or after expiry of the initial period of agreement whichever is later on issuance of written notice, without prejudice to the rights of the licensee or of the consumer under the Act for recovery of any amount due under the Agreement.

- (6) In GERC Supply Code,2015, Clause No.8.12 it is stated as under:

**Reconnection:**

The licensee shall reconnect the consumer's installation in accordance with the provisions of the GERC (Standard of performance of Distribution Licensee) Regulations, 2005 and subsequent amendments.

- (7) In GERC (Standard of Performance of Distribution Licensee) Regulations, 2005, Clause No.11.1(b) it is stated as under:

Within 48 hours after the production of Test Report of the electrical system issued by a licensed electrical contractor, if the disconnection period exceeds 6 months. This time limit is subject to the availability of licensee's equipment at consumer's premises and existence of permissible loading condition of the system. In the alternative the reconnection shall be serviced within 7 days from the date of application.

- (8) In the Clause No.8.2(C) of GERC (Licensee's Power to Recover Expenditure Incurred in Providing Supply and Other Miscellaneous Charges) Regulations,2005.

8.2(C): Reconnection/Disconnection charges:

Reconnection charges:

Sr.No.	Particulars	Charges(Rs.)
(i)	Residential	100/-
(ii)	Commercial	200/-
(iii)	L.T.Agri.	200/-
(iv)	LT Ind.& others	900/-
(v)	HT and EHT supply	3200/-

**Note:**

If the staff of the supplier is unable to obtain access to the meter or service cut-outs for disconnecting, and the disconnection

has to be made from the mains, either underground or overhead, the consumer shall have to pay all costs incidental to such disconnection and reconnection

- (9) As stated in GERC Supply Code,2015, Clause No.9.14.

**Service of Notice**

Any order/ notice on the consumer by the licensee, including the notice under Section 56 of the Act shall be deemed to be duly served if it is sent by registered post at the correct postal address of the addressee or delivered by hand to the person residing at the address notified to the licensee by the consumer: Provided that in the case of an individual, service of notice to the consumer's spouse or his authorized representative, and in the case of a firm, company or corporation, service of notice on the Managing Director, Director or Principal Officer or an authorized person of such a concern, shall be taken as sufficient service for the purpose of this Code.

- (10) ફોરમના હુકમના પેજ નં.૧૯ ના પેરા નં.૩.૧૨ ના બીજા પેરામાં સામાવાળાએ તા.૦૩.૧૨.૨૦૧૮ ના રોજ permanent disconnection ની નોટીસ પોસ્ટ દ્વારા મોકલ્યા અંગેની રજૂઆત કરેલ છે અને સુનવણી વખતે આ નોટીસ પત્રની નકલ અરજદારને આપેલ.

- (૧૧) નામદાર લોકપાલશ્રીએ અપીલ નં.૩૭/૨૦૧૯, શ્રી અશોક મહાવીરસિંહ તોમર વિરુદ્ધ ટોરેન્ટ પાવર લિમિટેડના હુકમના પેરા નં.૪.૭ માં નીચે મુજબ જણાવેલ છે.

Respondent has produced energy bill statement of service No. 100198416 for the period 01.01.2014 to 18.04.2019 in which net payable amount shown as Rs.4011.4 as on 31.03.2019 generated on 18.04.2019. Respondent is directed to recover the balance dues amount along with applicable charges like DPC, reconnection charges, minimum charges if any and test report of installation on receipt of application from Appellant for reconnection of service, and after inspection of site of installation, service of Appellant to be reconnected.

ઉપર્યુક્ત હુકમ અરજદારની ફરિયાદને લાગુ પડે છે જેને ધ્યાનમાં લઈ હુકમ કરવા અરજદારે ફોરમને તા.૧૩.૦૭.૨૦૧૯ ના રોજ રજૂઆત કરેલ હતી, જે મુજબ સામાવાળાએ રીકનેક્શન કરવા માટે નોટીસ પત્ર અને થતા ચાર્જિસ અને વીજબિલની રકમ મળી કુલ રૂ.૧,૧૭,૨૨૬.૧૧ નો પત્ર તા.૧૫.૦૭.૨૦૧૯ ના રોજ અરજદારને મોકલાવેલ હતો.

- (૧૨) સામાવાળાએ તા.૧૫.૦૭.૨૦૧૯ ના રોજ રીકનેક્શન માટે થતા ચાર્જિસ ના આપેલ પત્રને ફોરમે માન્ય રાખી તે મુજબ બિલની રકમ રીકનેક્શન ચાર્જ ડિપોઝીટની રકમ (જો કોઈ ભરવાની હોય તો) ટેસ્ટ રીપોર્ટ ચાર્જ નવા રીપોર્ટ સાથે તા.૧૫.૦૭.૨૦૧૯ ના પત્રથી ૧૫ દિનમાં ભરી રીકનેક્શન કરાવવાનો હુકમ કરેલ છે.

- (૧૩) અરજદારના વેપાર ધંધા ખોરવાઈ રહેલ હોવાથી ફોરમના હુકમમાં જણાવ્યા મુજબ કુલ એનર્જી ચાર્જિસ રૂ.૧,૧૭,૦૧૦/- ભરી રીકનેક્શન કરાવેલ છે, જેની પહોંચ નં.૮૪૪૮૪૦૯ અરજદારે સામેલ કરેલ છે. રીકનેક્શન ચાર્જિસ રૂ.૨૦૦/- અને ટેસ્ટ રીપોર્ટ ચાર્જિસ રૂ.૨૦/-, આમ કુલ રૂ.૨૨૦/- ની પહોંચ નં.૯૧૪૬૩૯૭ ની નકલ અરજદારે સામેલ કરેલ છે.
- (૧૪) જુન,૨૦૧૮ ના અરજદારના બિલની બાકી રકમ રૂ.૫૯,૫૭૮.૬૨ બાકી હોવાના કારણે જુલાઈ,૨૦૧૮ માં અરજદારનું temporary disconnection કરેલ. ત્યાર બાદ દર મહિને બિલની રકમ રૂ.૩૩૨૫/- અને લાગુ પડતી DPI સતત નવેમ્બર,૨૦૧૯ સુધી (પાંચ મહિના સુધી) ઉમેરી, આ રકમ રૂ.૮૦,૪૬૮.૯૬ બતાવેલ છે. તેથી સામાવાળાએ temporary disconnection કર્યા પછી permanent disconnection ની નોટીસ સુધી બિલ તરીકે ગણેલ રૂ.૩૩૨૫/- કયા કાયદાની કઈ જોગવાઈ હેઠળ વસુલેલ તે સ્પષ્ટ કરવા સામાવાળાને જણાવ્યું. સામાવાળા આ અંગે જે કંઈ રજૂઆત કરે તે મુજબ અરજદાર પાસેથી ચાર્જ વસૂલી શકાય કે કેમ તે અંગે સ્પષ્ટ નિર્ણય આપવા અરજદારે વિનંતિ કરી.
- (૧૫) લોકપાલશ્રીએ અપીલ નં.૩૭/૨૦૧૯, શ્રી અશોક મહાવીરસિંહ તોમર વિરુદ્ધ ટોરેન્ટ પાવર લિમિટેડના હુકમના પેરા નં.૪.૭ માં minimum charges if any વસુલવાનો હુકમ કરેલ છે. જે મુજબ સામાવાળાએ Temporary disconnection ના ૧૮૦ દિવસ પછી Permanent disconnection ની તા.૦૩.૧૨.૨૦૧૮ ની નોટીસ પછીથી ૧૫.૦૭.૨૦૧૯ સુધીના (કુલ સાત મહિનાના) દર મહિનાના રૂ.૩૩૨૫/- અને લાગુ પડતી DPI મળી કુલ રૂ.૩૬,૫૪૧.૦૪ ચડાવી આ રકમ રૂ.૮૦,૪૬૮.૯૬ થી રૂ.૧,૧૭,૦૧૦/- ગણેલ છે. સદર રકમ સામાવાળાએ કઈ જોગવાઈ હેઠળ ગણેલ છે તે સ્પષ્ટ કરવા અરજદારે વિનંતિ કરી.
- (૧૬) સામાવાળાએ તા.૧૭.૦૭.૨૦૧૮ ના રોજ બિલની રકમ રૂ.૫૯,૫૭૮.૭૨ બાકી હોવાના કારણે temporary disconnection કર્યા પછી સપ્લાય કોડ ક્લોઝ નં.૮.૧, ૮.૬ અને ૯.૧૪ નું અપાલન કરેલ હોવા છતાં સામાવાળાએ બાકી બિલની રકમ રૂ.૫૯,૫૭૮.૭૨ ઉપરાંત temporary disconnection પછીથી તા.૩૦.૦૭.૨૦૧૯ સુધી સતત બાર મહિનાના બિલની રકમ કુલ રૂ.૫૭,૪૩૧.૨૮ અરજદાર પાસેથી વસુલેલ છે, જે ગેરવ્યાજબી છે. જે અંગે સ્પષ્ટ નિર્ણય આપવા અરજદારે વિનંતિ કરી.
- (૧૭) In GERC Supply Code,2015, Clause 6.81 it is stated as under:

**Utilization of the Amount Received**

All payments made by the consumer will be adjusted in the following order of priority:

- (1) Late payment charge;
- (2) Arrears of electricity charges and corresponding arrears of electricity duty/ tax;

- (3) Current electricity charges and corresponding current electricity duty/tax;  
 (4) Miscellaneous charges.

રીસીપ્ટ નં. ૮૪૪૮૪૦૯ મુજબ સામાવાળાએ એનર્જી ચાર્જ તરીકે રૂ.૧,૧૭,૦૧૦/- વસૂલેલ છે. આ રીસીપ્ટમાં સપ્લાય કોડ,૨૦૧૫ ના કલોઝ નં.૬.૮૧ મુજબ ખરેખર એનર્જી ચાર્જિસ તેમજ વિલંબિત ચાર્જિસ અંગેની કોઈ સ્પષ્ટતા કરેલ નથી, તેથી ખરેખર બિલની રકમ અને તેના પર વસૂલેલ વિલંબિત ચાર્જ અંગેની જાણ ગ્રાહકોને થતી નથી. આમ સામાવાળાએ સપ્લાય કોડના કલોઝ નં.૬.૮૧ નું અપાલન કરેલ છે જે અંગે સ્પષ્ટ નિર્ણય આપવા અરજદારે વિનંતિ કરી.

- ૨.૩. અરજદારે તા.૧૨.૦૯.૨૦૧૯ ના રોજ રજૂ કરેલ રીજોઈન્ડરમાં નીચે મુજબ રજૂઆત કરી.
- (૧) સામાવાળાએ અરજદારની અપીલના પેરા નં. ૨.૨(૧૪) અને ૨.૨(૧૫) ની બાબત અંગે સપ્લાય કોડ,૨૦૧૫ ના કલોઝ નં.૬.૮૧ ની જોગવાઈ મુજબ ચાર્જિસ વસૂલવા હોવાનું જણાવેલ છે. સદર બાબતે અરજદારે જણાવેલ કે સપ્લાય કોડ,૨૦૧૫ નું Section-8 Disconnection and Reconnection ની કાર્યવાહી કરવા માટેનું છે અને તેના કલોઝ નં.૬.૮૧ માં Temporary Disconnection ૧૮૦ દિવસ પછી permanent disconnection ની નોટીસ આપ્યા પછી એગ્રીમેન્ટ સમાપ્ત કરવા અંગે જોગવાઈ કરવામાં આવેલ છે. પણ ચાર્જિસ વસૂલવા અંગે તેમાં કોઈ જોગવાઈ કરવામાં આવેલ નથી, તેથી આ જોગવાઈ હેઠળ કોઈ પણ ચાર્જિસ વસૂલી શકાય નહીં.
- (૨) સામાવાળા કંપનીએ સપ્લાય કોડ કલોઝ નં.૬.૮૧ ની નોટીસની બજવાણી ઈલેક્ટ્રીસિટી એક્ટ,૨૦૦૩ ના સેક્શન ૧૭૧ મુજબ કરેલ નથી. તેમજ સપ્લાય કોડ,૨૦૧૫ ના કલોઝ નં.૬.૮૧ મુજબ એગ્રીમેન્ટ સમાપ્ત કર્યા પછી કલોઝ નં.૬.૮૧ મુજબ permanent disconnection પછી અરજદારનું મીટર, કેબલ વગેરે સામગ્રી દૂર કરેલ નથી, જે માટે સામાવાળા કંપની જવાબદાર છે.
- (૩) ગ્રાહકનું જોડાણ કપાત થયા પછી ગ્રાહક પાસેથી જો કોઈ ચાર્જિસ વસૂલ કરવાના હોય તો નામદાર જી.ઈ.આર.સી. એ તે અંગેની સ્પષ્ટ જોગવાઈ કલમ ૪.૧૦૨ માં કરેલ છે. સદર જોગવાઈમાં નામદાર પંચે ફક્ત વીજ જોડાણ આપ્યાના બે વર્ષ સુધીની સમય મર્યાદા માટે માસિક મીનીમમ ચાર્જિસ વસૂલવાની જોગવાઈ કરેલ છે.
- (૪) સર્વિસ temporary disconnection થયા પછી ગ્રાહક પાસેથી કોઈ માસિક ચાર્જ વસૂલવાની જી.ઈ.આર.સી. એ કોઈ જોગવાઈ કરેલ નથી તેમજ સામાવાળા આવી કોઈ જોગવાઈ બતાવી શકેલ નથી, તે સ્પષ્ટ કરે છે કે જી.ઈ.આર.સી. એ આવી કોઈ જોગવાઈ કરેલ નથી તેથી temporary disconnection પછી સામાવાળા ગ્રાહક પાસેથી માસિક ચાર્જ વસૂલે છે તે અનુચિત વેપાર પ્રથા છે જેને તાત્કાલિક અસરથી બંધ કરાવવાનો નિર્ણય આપવા અરજદારે વિનંતિ કરી.

- (૫) મનોરંજન વિભાગમાં, ટેલિફોન વિભાગમાં અને ડોમેસ્ટિક ગેસ લાઈન જેવા વિભાગમાં પણ કંપનીનું નેટવર્ક ગ્રાહક સુધી પથરાયેલું હોય છે. આ સેક્ટરમાં બિલ નહીં ભરવાને કારણે ગ્રાહકનું જોડાણ કપાઈ જાય તો ગ્રાહક પાસેથી મીનીમમ માસિક ભાડુ વસૂલાતું નથી. એવી જ રીતે પાવર સેક્ટરમાં જો ગ્રાહકનું જોડાણ કપાઈ જાય તો ગ્રાહક પાસેથી કોઈ પણ પ્રકારના ચાર્જિસ વસૂલવાને પાત્ર થાય નહીં.
- (૬) ગ્રાહક તેમજ કંપનીએ ઈન્કમટેક્સ રીટર્ન વખતે વ્યાજની આવક અને જાવક બતાવવાની હોય છે તેથી કંપની દ્વારા પેમેન્ટની પહોંચમાં ભરેલ રકમને સ્પષ્ટ કરવી જરૂરી બને છે. તેથી સપ્લાય કોડ,૨૦૧૫ ના કલોઝ નં.૬.૮૧ માં તે રકમ એરીયર્સ તરીકે દર્શાવવાની જોગવાઈ કરેલ છે. કંપનીએ જાણી બુઝીને ગ્રાહકો પાસેથી થતી વ્યાજની આવક છુપાવવા માટે રીસીપ્ટમાં વ્યાજની રકમ નહીં દર્શાવી તે રકમ એનર્જી ચાર્જિસ તરીકે વસૂલેલ છે તેમજ અન્ય ગ્રાહકો પાસેથી પણ વસૂલવામાં આવે છે. ગ્રાહક પાસેથી વસૂલાતી વ્યાજની રકમ રીસીપ્ટમાં બતાવવાનો હુકમ કરવા અરજદારે વિનંતિ કરી.
- ૨.૩. અરજદારની ફોરમ સમક્ષની ફરિયાદનો હુકમ અરજદારને તા.૨૨.૦૭.૨૦૧૯ ના રોજ મળેલ છે.
- ઉપર્યુક્ત તમામ રજૂઆતોને ધ્યાનમાં લઈ અરજદારે નીચે મુજબ દાદ માંગી.
- (૧) ફોરમ સમક્ષ માંગેલ દાદ સહિત એમેન્ડ કરેલ બાબતો અંગે નિર્ણય આપવા અરજદારે વિનંતિ કરી.
- (૨) સામાવાળાએ જીઈઆરસીના સપ્લાય કોડ,૨૦૧૫ ના કલોઝ નં.૮.૧, ૮.૬, ૯.૧૪ અને ૬.૮૧ નું અપાલન કરેલ છે, જે અંગે નિર્ણય આપવા વિનંતિ કરી.
- (૩) પેરા નં. ૨.૨(૧૪), ૨.૨(૧૫), ૨.૨(૧૬), ૨.૨(૧૭) માં માંગેલ દાદ અંગે સ્પષ્ટ નિર્ણય આપવા વિનંતિ કરી.

**3.0.** Respondent has represented the case as under.

3.1. In the present appeal Appellant has complained for recovery of additional charges of Rs.36541.04 pertaining to service No.2288441 and violation of various GERC Regulations.

3.2. Relevant facts of the case are as under:

- (1) As per Section 56 of the Act, service No.2288441 was disconnected on 17.07.2018 due to non-payment of bill amount of Rs.59578.72.
- (2) After no response from Appellant, Respondent had issued notice by post on 03.12.2018 for permanent disconnection of supply.
- (3) Appellant had applied in CGRF with complaint No.115/2019 for reconnection of the said service.

- (4) CGRF has ordered Respondent for reconnection of service No.2288441 along with pending energy bill, reconnection charge and additional deposit in case any.
  - (5) Basis on order of CGRF, Appellant was informed by Respondent for the payment of Rs.1,17,226.11 including reconnection charge, Test Report charges since service was considered as temporarily disconnected.
  - (6) On a similar case No.37/2019 with service No.100198416 where Ombudsman ordered Respondent company to reconnect supply considering temporary disconnection and Respondent charged Rs.8481/- including reconnection charges, TR charges and Security Deposit charges.
- 3.3. As per Supply Code, Section 8, Clause 8.3, disconnection notice was given to Appellant in bill of June,2018 and due to non-payment of energy bill, service was temporarily disconnected on 17.07.2018.
- 3.4. Prior to disconnection of service Respondent company did text messages as under and also did out bound calling on mobile 9427804797 which was registered with Respondent company in service No.2288441.

Messages:

11.07.2018: "Dear Customer, your TPL bill for Service No.59570 is Rs.59570. Kindly pay before 14.07.2018 to avoid power disconnection. Please ignore if you have already paid."

16.07.2018: "Your SNo.2288441 is liable for disconnection as we have not received your payment till date. Pay immediately to avoid additional charges. Please ignore if paid."

17.07.2018: "SNo.2288441 has been scheduled for disconnection. Pl pay Rs.59814.62 including deposit immediately. You can also pay online at [htt.psgooglpy8rzv](http://psgooglpy8rzv)."

Call: 07.07.2018:

- 3.5. In reply to para 2.2(14), service was temporarily disconnected, as per GERC Supply Code guideline 8.6 permanent disconnection, Respondent has given pending energy dues, minimum billing

charges, reconnection charges and TR charges, along with details of Rs.1,17,226.11.

- 3.6. In reply to para 2.2(15), on a similar case No.37/2019 with service No.100198416 where Ombudsman ordered Respondent to reconnect supply considering temporary disconnection and Respondent charged Rs.8481/- including reconnection charges, TR charges and Security Deposit charges as per GERC Supply Code,2015, Clause 8.6.
- 3.7. In reply to para 2.2(16), Respondent did disconnection as per Supply Code guideline 8.3 and since service considered as temporarily disconnected, as per Clause 8.6 recovered energy dues, reconnection charges and security deposit charges in case any.
- 3.8. In reply to para 2.2(17), details pertaining to charges of service No.2288441 were given along with bifurcation to Appellant with letter dated 15.07.2019.
- 3.9. Charges collected in service No.2288441 and 100198416 are considering temporary disconnected as per Supply Code,2015, Clause 8.6.
- 3.10. Respondent has requested to dismiss the appeal of Appellant with cost.

**::: ORDER :::**

- 4.0. I have considered the contentions of the Appellant and the contentions of Respondent and the facts, statistics and relevant papers, which are on record, and considering them in detail, my findings are as under.
- 4.1. The main crux of the grievance of Appellant is that notice as per Clause 8.1 and 8.3(1) of Supply Code,2015 was not served under temporary disconnection of service No.2288441. It is also the contentions of the Appellant that meter, service line from the premises of Appellant in case of disconnection, temporary/permanent, Respondent had not removed the meter and service line from the premises.

- 4.2. It is not disputed that Appellant had not paid energy bill amount of Rs. 59,578.72 against service No.2288441. As per Para 3.4, Respondent had time and again sent messages for payment of dues. Appellant was defaulter for non-payment of energy bill, hence as per Section 56 of Electricity Act,2003, service No.2288441 was disconnected by Respondent on 17.07.2018. However, Appellant has not responded to Respondent and later on Respondent had sent notice by post on 03.12.2018 for permanent disconnection of supply. However, Appellant pointed out that he had not received notice as claimed by Respondent. Accordingly, if the notice would have been received by Appellant, he could have immediately made the payment, said by Appellant.
- 4.3. Respondent has produced the proof of serving of notice dated 03.12.2018 sent by post. Appellant has denied having received any such notice. Appellant relied upon the Clause 9.14 of Supply Code,2015 as well as Section 171 of Electricity Act,2003.
- 4.4. Supply Code,2015, Section-8 : Disconnection and Reconnection Chapter says as under:
- 8.3: The supply may be disconnected temporarily in following cases:
- (1) On non-payment of the licensee's dues: The licensee may issue a disconnection notice in writing, as per Section 56 of the Act, to any consumer who defaults on his payment of dues, after giving him a notice period of 15 working days to pay the dues. Such notice can be embedded in the energy bill also. Thereafter, the licensee may disconnect the consumer's installation on expiry of the said notice period by removing the service line/meter as the licensee may deem fit.

**Permanent Disconnection:**

- 8.6 The supply shall be disconnected permanently in following cases:
- (1) On the termination of the Agreement.
- (2) If the cause for which the supply was temporarily disconnected is not removed within the notice period.
- Provided that if the service of the consumer remains continuously disconnected for 180 days, not being a temporary disconnection upon request of the consumer, the Agreement shall be deemed to be terminated on the expiry of 15 days or after expiry of the initial period of agreement whichever is later

on issuance of written notice, without prejudice to the rights of the licensee or of the consumer under the Act for recovery of any amount due under the Agreement.

The process of making permanent disconnection and temporary disconnection in case of non-payment of energy bill by consumer is elaborated as under in lieu of above provision.

Suppose energy bill issued to consumer on 1<sup>st</sup> of Calendar month with grace period of 10 days as per stipulated limit as per Clause 6.2 and if within 10 days of time period energy bill has not been paid by consumer then in that case Licensee may issue a disconnection notice in writing as per Section 56 of the Act to consumer who defaults on making payment of dues. After giving him a notice period of 15 working days to pay the dues, the Licensee may disconnect the installation of consumer after expiry of the said notice period by removing the service line/ meter as the Licensee may deem fit, i.e. in cases of issuance of bill on 1<sup>st</sup> of calendar month which is received by consumer on 1<sup>st</sup> of calendar month if not paid within 10 days then Licensee may give him 15 days' notice for payment of bill and thereafter on non-payment of bill amount, connection may be disconnected by Licensee. In the present case, Respondent had disconnected the connection of Appellant i.e. temporary disconnection made and Appellant has not removed the cause of temporary disconnection i.e. not paid the dues since long.

Now in observation of Clause 8.6 in which permanent disconnection has been highlighted. Permanent disconnection of supply shall be made in case of (1) on the termination of agreement and (2) if the case for which the supply was temporarily disconnected is not removed within the notice period.

Co-jointly reading with above, in the present case of non-payment of bill amount within grace period of 10 days on receipt of energy bill and after issuance of notice for payment within 15 days, if dues have not been paid, supply of Appellant was temporarily disconnected after expiry of notice period. In this case Appellant has not removed the

cause for temporary disconnection i.e. not paid the dues within notice period, hence Licensee had issued a notice for permanent disconnection on 03.12.2018, which was not received by Appellant. Respondent has also not produced acknowledgement for receipt of notice by Appellant for permanent disconnection.

In present case, supply is disconnected since 17.07.2018 but service notice for permanent disconnection as per Section 171 of Electricity Act, 2003 has not been served by Licensee for permanent disconnection of electric supply.

It is mandatory to issue service notice as per Section 171 of Electricity Act, 2003 and as per Clause 9.14 of Supply Code, 2015, which read as under:

**Section 171. (Services of notices, orders or documents):**

- (1) Every notice, order or document by or under this Act required, or authorised to be addressed to any person may be served on him by delivering the same after obtaining signed acknowledgement receipt therefor or by registered post or such means of delivery as may be prescribed -
  - (a) where the Appropriate Government is the addressee, at the office of such officer as the Appropriate Government may prescribe in this behalf;
  - (b) where the Appropriate Commission is the addressee, at the office of the Appropriate Commission;
  - (c) where a company is the addressee, at the registered office of the company or, in the event of the registered office of the company not being in India, at the head office of the company in India;
  - (d) where any other person is the addressee, at the usual or last known place of abode or business of the person.
- (2) Every notice, order or document by or under this Act required or authorised to be addressed to the owner or occupier of any premises shall be deemed to be properly addressed if addressed by the description of the owner or occupier of the premises (naming the premises), and may be served by delivering it, or a true copy thereof, to some person on the premises, or if there is no person on the premises to whom the same can with reasonable diligence be delivered, by affixing it on some conspicuous part of the premises.

**Clause 9.14 of Supply Code, 2015:**

Any order/ notice on the consumer by the licensee, including the notice under Section 56 of the Act shall be deemed to be duly served

if it is sent by registered post at the correct postal address of the addressee or delivered by hand to the person residing at the address notified to the licensee by the consumer:

Provided that in the case of an individual, service of notice to the consumer's spouse or his authorized representative, and in the case of a firm, company or corporation, service of notice on the Managing Director, Director or Principal Officer or an authorized person of such a concern, shall be taken as sufficient service for the propose of this Code.

- 4.5. As per Para 2.1, it is accepted by Appellant that Service No.2288441 was temporarily disconnected on 17.07.2018 due to non-payment of energy bill of Rs.59,578.62. Appellant had applied for reconnection of said service on 02.06.2019 in which Respondent had shown dues of Rs. 86,337/- along with DPI and informed Appellant to apply afresh as said service is remained disconnected for more than 180 days. Service No.2288441 seems to be permanent disconnected in lieu of Clause 8.6 of Supply Code,2015, but service notice for making permanent disconnection has not been received by Appellant. Section 171 of Electricity Act,2003 and Clause No.9.14 of Supply Code,2015 have not been followed by Respondent in serving of notice for making permanent disconnection.
- 4.6. Appellant has taken reference of Ombudsman case No.37/2019 and paid the charges as per Para No. 2.2(11) and reconnected the electric supply.

As per above observations, after making temporary disconnection of electric supply of any service, if said service remains disconnected continuously for 180 days, then in that scenario agreement between the owner of service and Licensee deemed to be terminated on expiry of notice period or after expiry of the initial period of agreement whichever later on issuance of written notice.

Therefore, in this case, Service No.2288441 is treated as PDC by Respondent and on termination of initial agreement between the parties, Respondent has asked the Appellant to apply afresh. Removal of meter and service line from site after making temporary

disconnection/permanent disconnection is sole discretion upon Respondent/Licensee.

- 4.7. In the order of Ombudsman, in case No.37/2019 and in case No.114/2017, in both the cases Respondent had not followed the practice of issuance of service notice for permanent disconnection of electric supply as per Section 171 of Electricity Act,2003 after making temporary disconnection. Hence in both the cases, directives for reconnection of electric supply was issued as service notice for permanent disconnection of electric supply was not received by respective consumers.

In such type of permanent disconnected cases, Respondent has followed the relevant provision to make aware the customer for permanent disconnection with serving service notice as per Section 171 of Electricity Act,2003. After making permanent disconnection of electric supply, consumer/Appellant has to apply afresh and after payment of estimated amount i.e. Fixed service line charge as approved by GERC, new connection would be released after making necessary compliances as per Regulatory Norms.

While in case of non-receipt of service notice issued by Respondent for making permanent disconnection, which is not served as per Section 171 of Electricity Act,2003, it was directed to make reconnection of electric supply of respective service with recovery of minimum charges, DPC etc., which is as per terms of agreement between the parties and provisions of tariff order of GERC.

- 4.8. If service notice for permanent disconnection was been received by any consumer after temporary disconnection made by Respondent Licensee, then in that case on non-removal of cause for temporary disconnection, service of consumer is treated as permanent disconnected after 180 days of temporary disconnection. In such event, if consumer approaches before Respondent Licensee for reconnection, then consumer has to apply afresh and require to pay requisite estimate i.e. Fixed Service Line Charges along with Test Report. It is also noted here that in case of permanent disconnection

of service, i.e. termination of agreement between parties, Respondent Licensee should have to observe the Clause 4.14 of GERC (Security Deposit) Regulations, 2005 (Notification No.8 of 2005) and settle the account of relevant consumer after making adjustment of Security Deposit against dues, as per specified time period.

4.9. Appellant has made argument in support with Clause 11.1(b) of SOP Regulation,2005 and pointed out for reconnection of supply. It is required to read full Chapter-XI : Reconnection of Supply.

11.1. Reconnection of supply shall be effected within the time period as specified below after the deposit of due amount (including reconnection charges) and security deposit and production of receipt;

(a) Within 24 hours if the disconnection period does not exceed 6 months. In case the service line was cut from outside of the premises, the connection would be restored within 3 working days.

(b) Within 48 hours after the production of test report of the electrical system issued by a licensed electrical contractor, if the disconnection period exceeds 6 months. This time limit is subject to the availability of licensee's equipment at consumer's premises and existence of permissible loading condition of the system. In the alternative the reconnection shall be serviced within 7 days from the date of application.

(c) In cases where the agreement is terminated, the consumer shall apply afresh as indicated in Chapter IX.

However, the licensee shall make the utmost efforts to reconnect the supply at the earliest without waiting for deadlines prescribed.

Therefore, in case of 11.1(c), Appellant has to apply afresh as electric supply remained disconnected for more than 180 days. However, in serving notice for Permanent Disconnection, Respondent had not followed the practice as per stipulated provisions. Respondent did not deny that the notice was served as required under Section 171 of Electricity Act,2003. Thus, there is a default on part of Respondent Licensee in issuing proper notice as provided under the Act.

4.10. As per Para 2.2(17), Appellant had pointed out Clause 6.81 of Supply Code,2015 and shown the receipt of payment made by Appellant. From the receipt of payment received, the whole payment is shown

against energy charges. No breakup of receipt of amount has been shown in money receipt No.8448409 dated 01.08.2019. Therefore, said argument of Appellant is correct. Respondent is directed to adhere to the provisions of Clause 6.81 of Supply ode,2015.

4.11. It is seen from the reference order of Ombudsman in case No.37/2019 and case No.114/2017 and in present case, Respondent is not following the provisions of Regulations and not following statutory provisions of Electricity Act,2003 in serving the notice to consumers and thereby consequences/grievances are developed as far as services of consumers are concerned, which is a serious nature issue. Respondent is directed to act as per provisions as contained in the Electricity Act,2003 as well as Supply Code,2015. As per Para 2.2(11) Appellant has represented before CGRF and accordingly Respondent has collected charges from Appellant considering temporary disconnection of service of Appellant. The connection of Appellant remained disconnected for more than 180 days and service notice for permanent disconnection had been served by Respondent but not received by Appellant and Respondent could not produce the documents, like acknowledgement of receipt of service notice which is mandatory as per Section 171 of Electricity Act,2003, hence recovery made by Respondent at the time of reconnection is as per norms.

4.12. I order accordingly.

4.13. No order as to costs.

4.14. With this order, representation/Application stands disposed of.

(Dilip Raval)  
Electricity Ombudsman  
Gujarat State

Ahmedabad.

Date: 09.10.2019.