



# TAMIL NADU ELECTRICITY OMBUDSMAN

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## BEFORE THE TAMIL NADU ELECTRICITY OMBUDSMAN, CHENNAI

**Present: Thiru. A. Dharmaraj. Electricity Ombudsman**

**Appeal Petition No. 33 of 2016**

Thiru. V. Murugan,  
Anandam Colony,  
7H, V.M. Chatram Road,  
Tirunelveli – 627 011.

..... Appellant  
(Rep by Thiru. V. Murugan)

Vs

The Executive Engineer,  
Urban/Tuticorin,  
Tuticorin Electricity Distribution Circle,  
TANGEDCO,  
131 & 132, Ettayapuram Road,  
Tuticorin – 628 001.

..... Respondent  
(Thiru. S. Mariappan, EE/Urban/Tuticorin on 5.7.16 &  
Tmt. Thangavijaya, AAO/Urban on 24.8.16)

**Date of Hearing : 5.7.2016 & 24.8.2016**

**Date of Order : 31.10.2016.**

The petition dated 1.4.2016 filed by Thiru. V. Murugan, Tirunelveli was registered as appeal petition No. 33 of 2016. The above appeal petition came up for hearing before the Electricity Ombudsman on 5.7.2016 & 24.8.16. Upon perusing the appeal petition, counter affidavit and after hearing both sides, the Electricity Ombudsman passes the following order.

## Order

### **1. Prayer of the Appellant:**

The Appellant prayed for the following :

- (i) The reason to be explained for the delay in replying his complaint by AE/D/Rural/West, Tuticorin, EE/Urban, Tuticorin,
- (ii) Proper entries shall be made in the computer for the variation of the security deposit amount.
- (iii) Compensation must be ordered for the non reply of his letters addressed to Asst. Engineer/Rural/West/Tuticorin and Executive Engineer/Urban/Tuticorin.

### **2. Brief History of the case:**

- 2.1 The Service connection No.07-350-020-171 is effected in the name of Thiru. V. Murugan, the Appellant herein.
- 2.2 The Appellant filed a complaint to Asst. Engineer/Rural/West, Tuticorin on 19.10.15 and then filed a complaint to EE/Urban/Tuticorin regarding door number of the service connection and the security deposit amount displayed in the computer. Both the representation were not responded by the respective officers.
- 2.3 The Appellant filed a petition dt.21.1.2016 before the CGRF of Tuticorin EDC in this regard. The CGRF has directed the Appellant to furnish the complaint in the format. Accordingly the consumer has filed his petition in the prescribed format on 8.2.2016.
- 2.4 The Appellant filed a petition dt.18.3.2016 before the Electricity Ombudsman. As the time stipulated to dispose the petition by CGRF was not expired the Appellant

was informed to wait for the orders of the CGRF and then file an appeal, if the orders of CGRF is not satisfactory. He was also informed to file the petition directly to Electricity Ombudsman if the CGRF has not replied within 50 days from the date of receipt of the petition.

2.5 The Appellant filed petition dt.1.4.2016 before the Electricity Ombudsman as CGRF has not issued its order as on that date. As 50 days have passed since filing of the petition before the CGRF, the above petition was registered as Appeal petition No.33 of 2016.

2.6 Meanwhile, the CGRF of Tuticorin EDC has issued its order on 15.4.2016.

### **3. Orders of the CGRF :**

3.1 The CGRF of Tuticorin EDC has issued its order on 15.4.2016. The relevant paras of the order are extracted below :

#### **“மன்றத்தின் முடிவு**

மனுதாரர் மன்றத்தில் நேரில் ஆஜராகவில்லை. மேலும் புகார் மனுவில் குறிப்பிட்டுள்ள கூற்றுக்களின் அடிப்படையில் ஆய்வு செய்தும் வாரிய தரப்பு விவாதங்களையும் கருத்தில் கொண்டு கீழ்க்கண்டவாறு இம்மன்றம் உத்தரவு பிறப்பிக்கிறது.

1. மனுதாரர் தன்னுடைய மின்இணைப்பிலுள்ள கதவிலக்கம் திருத்தம் தொடர்பான புகார் 19.10.2015 அன்று பிரிவு அலுவலகத்தில் பெறப்பட்டு 20.10.2015 அன்று கணினியில் சரி செய்யப்பட்டது.

2. மனுதாரர் தன்னுடைய பதிவை 2015 மின் கட்டண இரசீதில் SD ரூ.1469/- இருப்பதாகவும் அதன் பின்னர் 19.10.2015 அன்று தன்னுடைய மின்இணைப்பை ஒரு முனை இருந்து மும்முனை மின் இணைப்பாக மாற்றம் செய்தபோது SD ரூ.3000/- செலுத்தியதாகவும் ஆக மொத்தம் ரூ.4469-SD இருப்பதாகவும் தெரிவித்துள்ளார். ஆனால் வாரிய தரப்பில் கணினியில் 01.04.2015 அன்று ரூ.988/- SD இருப்பதாகவும் தற்போது செலுத்திய ரூ.3000,-ம் சேர்த்து ரூ.3988,- SD தொகை இருப்பதாகவும் வாரிய தரப்பில் கூறப்பட்டுள்ளது. ஆகவே மேற்படி பொருளினால் மனுதாரர் ஏதாவது தக்க ஆவணங்களை நகர் வருவாய் பிரிவு தூத்துக்குடியில் சமர்ப்பிக்கும் பட்சத்தில் ஆய்வு செய்து தவறுகள் இருப்பின் திருத்தம் செய்து வழங்க தக்க நடவடிக்கை எடுக்கப்படும்.

3. மேலும் மனுதாரர் 19.10.2015 மற்றும் 21.10.2015 நாளிட்ட கடிதத்தில் மேற்குறிப்பிட்ட செயலை புகாராக கொடுத்துள்ளார். புகாரை பெற்றுக்கொண்டு அலுவலர்கள் இன்று வரை ஒப்புக்கையோ தகவலோ கொடுக்க எந்த வித நடவடிக்கையோ எடுக்கவில்லை. மேலும் மனுதாரர் சமர்ப்பித்த மனுவிற்கு உதவிபொறியாளர் ஊரகம் தூத்துக்குடி மற்றும் செயற்பொறியாளர் நகர் தூத்துக்குடியோ பதில் வழங்காததால் ரூ.250/-வழங்க தீர்வு செய்யப்படுகிறது.

மேலும் மேற்படி தொகை ரூ.250/- ஐ மனுதாரருடைய அடுத்த மின்கட்டண காலத்திற்கு முன்பாக அவருடைய மின்இணைப்பின் கணக்கில் வரவு வைக்கப்பட வேண்டும் என இம்மன்றம் தீர்வு செய்யப்படுகிறது. மேலும் மனுதாரருக்கு இந்த உத்தரவு திருப்தி அளிக்காவிடில் இந்த உத்தரவு கிடைக்கபெற்ற நாளிலிருந்து 30 நாட்களுக்குள் மின் குறைதீர்ப்பாளர், சென்னை அவர்களுக்கு மேல்முறையீடு செய்யலாம் என தெரிவித்துக்கொள்ளப்படுகிறது.”

#### **4. Arguments of the Appellant furnished in the Appeal Petition :**

- 4.1 The reason to be explained for the delay in replying of his complaint from the AEE/D/R/W/Tuticorin, EE/U/Tuticorin, The Chairman, CGRF, TNEB, Tuticorin.
- 4.2 Proper entries shall be made in the computer for the variation of the Security Deposit amount.
- 4.3 compensation must be ordered for the non reply of his letters addressed to the Asst.Engineer/R/W/Tuticorin, Exe.Engineer/U/Tuticorin.
- 4.4 Interest amount is wrongly entered as Rs.8/- for the year 1.4.12 is not correct.
- 4.5 The CCD prior to the year 2008 to be included.
- 4.6 Service connection date mentioned as 22.7.2006 in the AEs report is not correct. The correct date is 1.2.90
- 4.7 The details furnished by AE in his letter dt.19.2.16 is incomplete.
- 4.8 Photo copy of the cash paid PR for the month of 7/15 which indicate the S.D. amount already available as 1469.

Already available	-	Rs.1469
Recently paid	-	Rs.3000
Total		Rs.4469/-

But in the TNEB record, it show as Rs.3988/-
- 4.9 In petition dt.9.4.2016, the Appellant have furnished the following arguments :
  - (i) On 19.10.15 he had given a letter personally to the Asst. Engineer/ Rural/ West/

Tuticorin to change in entry the door number given by the local body in the TNEB office record.

- (ii) As no reply from the above official, he made another letter addressed to the Executive Engineer/ Urban /Tuticorin denoting the above fact. To set right the variation in his Security Deposit amount he has sent another letter on 21.12.2015.
- (iii) For the above two Complaints no acknowledgement and reply had been received from both end. As such, he made a compliant to Chairman C.G.R.F. Tuticorin on 21.01.16. His Compliant had been returned to him by the C.G.R.F. under the instruction that it should have been in proper form.
- (iv) Accordingly again sent the same in prescribed form which was registered at the end as the case No.2 of 08.02.16.
- (v) The AE/D/R/TTN send a letter to him after four months on 23.02.2016 which denote that the door No. had been changed in entry as per his request and also said there is no variation in the S.D. amount in his S.C account.
- (vi) Besides, on verification of the enclosure, he is quite surprised to see that it was wrong information. They are as follow as.
  - 1. The date of SC as 22.07.2006.
  - 2. The interest amount for the S.D. for the period of 01.04.12 was Rs.8/- only.
  - 3. S.D. available as on date is Rs.3988/-
- (vii) Being the stipulated time exceeded, he had sent an appeal to the Ombudsman Elecy. On 01.04.16.
- (viii) Afterwards, he received a letter on 04.04.16 from the C.G.R.F which denote that the inquiry date postponed to 06.04.16. Generally no sufficient time was given to the Consumer to attend the inquiry.
- (ix) The violation committed by the TANGEDCO and C.G.R.F officials are ;
  - 1. Standard of performance 17 and 20 (1) (2) (5)
  - 2. C.G.R.F 6 (1) and 7 (4) (5) (7)
  - 3. Supply code 5 (V)

The above is only an outline of the irregularities and violations committed and aborted by both TANGEDCO and C.G.R.F.

**5.0 Arguments of Respondent furnished in counter:**

5.1 On receipt of the petition, the grievance was attended immediately and corrected in computer on the next day. The consumer can view such correction in TANGEDCO website. The reply in this regard could 'not be made in time due to heavy work. Already the section Bifurcation work is under process.

5.2 The SD amount entry was made properly. There was no variation in the computer system but there was variation in the receipt. The reason for the variation in the receipt is technical error. The printer alignment setting was in fault so the receipt has shown information which belongs to previous person and some time the next person who paid the. payment. So there was variation in the receipt but all the information in the receipt was not belongs to service number 380-020-171. There was error in the receipt printed. He has enclosed the following as proof for the same.

1. Sample SD intimation notice of S. Paulraj dated 10.2.2015.
2. Consolidated daily collection report dated 17.7.2015
3. Statement of consumer history as ,on 27.4.2016, In this statement there is no variation in the SD amount for service number, 350-020-171 name - V.Murugan.

5.3 Compensation has been paid on 26.4.2016 by AE/Rural /W/ Tuticorin as ordered by CGRF on 15.4.2016.

5.4 While reviewing the 2012-2013, the interest has been wrongly calculated by the computer (This may be due to net work problem while reviewing). This miscalculated amount difference (74-8=66) will be adjusted in the next bill. The amount of Rs.3000/- collected on 19.10.2015 will be included in CCD account along with interest as per TNERC order.

As per Computer	-	Rs. 1067.00
Addl.	-	Rs. 3000.00
		Rs. 4067.00

Interest for 3000 - Rs. 108.00  
Rs. 4175.00

This amount will be entered as deposit available.

- 5.5 Rural/West section was computerized during 2010. As per CCD volume -1 register the details are as follow as.

As on 1.4.97 - Rs.118

PR 667401/57869 -

17/6/2001 - Rs.370

1.4.2008 - Rs.652

CCD amount prior to 2008 is already accounted. A copy of CCD ledger volume-1 is enclosed.

- 5.6 The date of service has not been mentioned in AE's reply letter dated 19.2.2016. So there is no need to enclose the documents related to date of service connection. Hence the point is not applicable.
- 5.7 The copy of the Cash paid receipt for the service number 350-020-171 has not been attached in the complaint letter to the forum by Mr.V.Murugan. It has been enclosed only in the complaint letter to Tamilnadu Electricity ombudsman. So we came to notice the receipt only now ie. after the complaint made to Tamil Nadu Electricity ombudsman by Mr. V. Murugan.

**6. Rejoinder filed by the Appellant :**

- 6.1 The averment of the opposite parties in para 1 is not maintainable. Server entry details has not enclosed for the proof. The opposite parties is bound to provide proof to the entry made on 20.10.2015.
- 6.2 The decision referred by the opposite parties in para 2 is irrelevant to the case now before the Ombudsman. Statement of Consumer history is not related to the appellant.
- 6.3 The letters sent to Assistant Engineer and Executive Engineer were for two separate matters but the C.G.R.F had ordered compensation for only one letter. He is entitled to get compensation for the two separate letters sent to AE and EE for different issues. Even the Compensation ordered by the C.G.R.F has not been paid so for.

- 6.4 In regard to the averment of the opposite parties in para 4 It is stated that, due to net work problem. But that is not true, because the AE has informed the security deposit as on 01.04.2014 is Rupees 988 as per the letter dt 19.02.2016. As per counter interest left out for the year as on 01.04.2012 is Rs. 66. Total Security deposit as per counter is Rs. 1,067. The above three items do not tally.
- 6.5 The opposite parties has committed the deficiency of service in not fulfilling their fundamental duties and deviation of rules. Hence the denial of the opposite parties is nothing but an effort to safeguard its failure of discharging their duties.
- 6.6 In regard, to the averment of the opposite Parties in para 5 it is stated that the section was computerized during 2010. As such it denote that the opposition parties has miserably failed to keep the previous year's accounts of the appellant.
- 6.7 The violation committed by the opposition parties are:
1. Standard of performance. 17 & 20 (1) (2) (5)
  2. Supply Code 5(v).
- 6.8 As the opposite parties has not furnished any details about the nature and manner of the service rendered by it to the appellant and has taken a simple means of denial without any substantiation, it is prayed before the ombudsman to order the compensation and other cost as claimed by the appellant.

## **7. Hearing held by the Electricity Ombudsman:**

- 7.1 To enable the Appellant and the Respondent to put forth their arguments in person hearing were conducted before the Electricity Ombudsman on 5.7.2016 & 24.8.2016.
- 7.2 Thiru V. Murugan, the Appellant herein attended the hearing on both the days and putforth his arguments.

7.3 The Respondents herein Thiru. S. Mariappan, Executive Engineer/Urban, Tuticorin in-charge has attended the hearing on 5.7.2016. Tmt. S. Thangavijaya, AAO/Urban, Tuticorin attended the hearing on 24.8.2016 and putforth her side arguments.

**8. Arguments putforth by the Appellant on the hearing dates :**

8.1 Thiru. V. Murugan, the Appellant herein reiterated the contents of the appeal petition and the rejoinder.

8.2 Thiru. V. Murugan, argued that the Respondents have informed that they have changed the address in the computer on the next day but they have not furnished any proof such as server entry to confirm the date of correction. The correction was not made immediately. The averment of the Respondent is false.

8.3 The Respondent has given various figures for the available security in each reply/averments . It shows that they are not maintaining the account of security deposit available in his service connection properly.

8.4 The Appellant argued that his letter dt.19.10.15 addressed to AE/Rural/West to change the entry of door number in TNEB record and the letter addressed to EE/Urban, Tuticorin to record the security deposit available in his account correctly are for two different matters. As both have not been replied he argued that the compensation as per Standards of Performance has to be paid to him for both the letters.

8.5 The Appellant also informed that the compensation ordered by the CGRF was not credited into his account. A sum of Rs.250/- was paid into his account as advance CC charges. The licensee has not followed the regulation in crediting the compensation amount.

8.6 The Appellant has also furnished his written arguments on 24.8.2016. The arguments are furnished below :

(i) The reason to be explained for the delay in the replying of his complaint from the AE/D/R/West Tuticorin and EE/U/Tuticorin.

(ii) The change in door No. entry in the computer details had not been given by the AEE

(iii) Proper entries had not been made in the computer for the S.D. amount from the beginning.

(iv) The amount of interest is wrongly entered as Rs.8/- for the year 2012.

(v) Correct date of service connection had not been furnished in the computer

(vi) The excess SD amount had not been adjusted and also failed to send it to the consumer. Instead, they called it "un claimed" It is very humorous and deviation of law.

(vii) Further the AE has committed the lapse of collecting the entire amount of Rs.3000/- towards the CCD for the additional load, instead of making collection in difference of the amount after taking in to account the CCD already available in his account.

(viii) Even after 50 days passed the CGRF authority had not redressed the complaint.

(ix) No sufficient time had been given to the complainant to appear before the CGRF for the inquiry.

(x) Even through the Ombudsman instructed the EE/Urban/Tuticorin to send the security deposit amount details to the complainant on or before 12.7.16 the EE failed to do.

(xi) Even in the High Court a post card is taken as a writ. As such, my descriptive complaint was returned by the CGRF is illegal. It seems that the inertness on the part of CGRF and TANGEDCO officials amount to total negligence, dereliction of duties and total failure of discharging their duties entrusted upon them.

(xii) The violation of rules committed by the TANGEDCO and CGRF officials are

- |     |                         |   |                   |
|-----|-------------------------|---|-------------------|
| (1) | Standard of Performance | - | 17 & 20 (1)(2)(3) |
| (2) | CGRF                    | - | 6(1) & 7(4)(5)(7) |
| (3) | Supply Code             | - | 5(v)              |

(xiii) From the above eleven points and the violation of rules which declared that the opposite parties has not furnished any details about the nature and manner of the service rendered by it to the appellant and has taken a simple means of denial without any substantiation, it is prayed before the Ombudsman to order the superintending Engineer/Tuticorin EDC to take necessary action against the erring staff and the officer concerned.

(xiv) Besides, ordering the compensation towards incurring of travel, boarding and lodging and application expenses which works out approximately Rs.10,000/- for two travels made between Tirunelveli and Chennai may also be ordered.

## **9. Arguments putforth by the Respondent on the hearing date :**

9.1 Thiru. S. Mariappan, Executive Engineer/Urban/Tuticorin in-charge reiterated the contents of the counter.

9.2 The EE argued that the address of the consumer was corrected in the computer immediately on receipt of the petition from the Appellant. However, reply was not

given in time due to pressure of work. As the grievance has been redressed the EE argued that compensation may not attract in the above issue.

9.3 The EE also informed that as per the orders of CGRF a sum of Rs.250/- was paid by the AE/Rural/West,Tuticorin on 26.4.2016 as advance CC charges.

9.4 Regarding the security deposit available in the service, the EE informed that a sum of Rs.4175/- is available in the credit of the consumer.

9.5 The EE also informed that the SD amount of Rs.1469/- available printed in the CC receipt pertains to some other service and not pertains to the Appellant's service.

9.6 The AAO who attended the hearing conducted on 24.8.2016 informed that the sum of Rs.60/- paid on 30.1.90 was the balance service connection charges and not security deposit amount.

9.7 On 24.8.2016, the AAO informed that a sum of Rs.4509/- is available as security deposit which includes the interest for 2015-16 also.

## **10. Written arguments of the Respondent :**

10.1 In the letter dt.29.8.2016, the EE/Urban/Tuticorin has stated the following :

(i) The security deposit including the interest for 2015-16 available in the service is Rs.4301/-

(ii) From 10/2000 to 3/2003 no interest was paid to the consumer as per B.P.No.13, dt.13.9.2000.

(iii) The following documents have been enclosed with the above letter.

- (a) Copy of Test report – sheets
- (b) Interest calculation for security deposit
- (c) Copy of B.P.No.13, dt.13.9.2000.

**11. Written arguments of the Appellant :**

11.1 The interest amount for the security deposit for the period of 1996-97 and 1997-98 had been left out in the Executive Engineer statement.

11.2 When comparing with the Executive Engineer's statement dated 16.2.2016 with the present one it is entirely different .

11.3 In the Executive Engineer's statement the rate of interest indicated for the year 1997-1999 and 1999-2000 as 9% and 7% respectively which may not be correct.

11.4 The calculation for the year 2015-16 is absolutely wrong. The existing amount is accounted but the additional amount not incorporated in the account.

11.5 The Executive Engineer had been given more than four statement for the Security Deposit interest amount in this case which does not tallied each other.

11.6 From the above statement of the Executive Engineer, it seems that he is very much interested in protecting the lapses of his subordinate for their failure to furnish the correct amount.

**12. Findings of the Electricity Ombudsman :**

12.1 On a careful consideration of the arguments putforth by both the parties, the issues to be considered are;

- (i) What is the security deposit amount available in the SC No.350-020-171 ?
- (ii) Whether the compensation claimed by the Appellant is acceptable?

**13. Findings on the First Issue :**

13.1 The Appellant argued that as per the entry in the CC receipt dt.17.7.2015 issued the security deposit available in his service connection bearing No.07-350-020-171 is

Rs.1469/- He has paid Rs.3000/- as deposit on 19.10.15. Therefore, the security deposit shall be Rs.4469/- but in the computer entry it is shown as Rs.3988/-

13.2 The interest of Rs.8/- worked out for the year 2012-13 is wrong.

13.3 The Respondent is giving various figures such as Rs.3988/-, Rs.4175/-, Rs.4509/- and Rs.4301/- as security deposit available in the service. It shows that the licensee is not maintaining the security deposit account properly for his service.

13.4 The Respondent informed that due to error in printer alignment, the information belonging to some other person was printed in the receipt as Rs.1469/- where as the actual amount available in the consumer account is Rs.988/- only.

13.5 The Respondent has furnished a final statement of the security deposit details from 1990-91 to 2015-16. As per the above statement, the SD available is Rs.4301/-

13.6 The Appellant has also furnished a statement of the security deposit amount details from 1990-91 to 2015-16. As per the above statement, the SD available is Rs.4,631/-.

13.7 On a scrutiny of both the statements, there is no dispute over the opening balance of Rs.40/- and subsequent payment of Rs.60/- during 1995-96 and Rs. 370/- on 14.6.2001. The closing balance upto 1995-96 is Rs.116/- in both the statements. The difference is only due to adoption of 5% interest per annum for the year 1996-97, 1997-98, 1998-99 and 1999-2000 by the Appellant and due to adoption of 9% interest for 1997-99 [(ie) for 2 year] and 7% for 4/99 to 9/2000 by the licensee. Both have not given any interest for the period from 2000-2003 and have adopted 6% from 2003-04 to 2011-12 and 9% for 2012-13 to 2014-15. Further, the Appellant has calculated the

interest for 6 months, for Rs.3000/- paid on 19.10.15. But, it has to be calculated on proportionate day basis.

13.8 In BP No. 13 of 12.9.2000, the present interest per annum was indicated as 5%. Therefore, I am of the view that the 5% interest rate adopted upto 1999-2000 by the Appellant may be correct.

13.9 As per the BP No. 13 of 12.9.2000, payment of interest on security deposit was stopped by the licensee from 1.10.2000. As per Hon'ble TNERC's order No.TNERC/TC/Act 2003/SD/13, dt. 11.2.2004, the payment of interest come into effect from 10.12.2003 and TNEB has to pay interest at 6% per annum for the Security Deposit available for the period from 10.12.2003 to 31.3.2004. Both the Appellant and Respondent have agreed that from 1.10.2000 to 9.12.2003 there was no interest for the security deposit amount available. Therefore, on the sum of Rs.370/- paid as additional security deposit on 14.6.2001 no interest could be paid upto 9.12.2003. But the Appellant has calculated interest for Rs.370/- also for the year 1999-2000 whereas the amount was paid only during 2001. Hence, the interest worked out by the Appellant for 1999-2000 is not correct. The security deposit calculation was reworked by me and it works out to Rs.4,531/- as on 2015-16 as detailed below :

Period	Opening Balance	Receipt	% Interest	Interest	Closing Balance
1995-96	50	60	5%	6	116
1996-97	116	-	5%	6	122
1997-98	122	-	5%	6	128
1998-99	128	-	5%	6	134
1999-00	134	-	5%	7	141
2000-03	141	370 (Paid on 4.6.2001)	-	-	511
From 10.12.2003 to 31.3.2004	511	-	6%	10	521
2004-05	521	-	6%	31	552
2005-06	552	-	6%	33	585

2006-07	585	-	6%	35	620
2007-08	620	-	6%	37	657
2008-09	657	-	6%	39	696
2009-10	696	-	6%	42	738
2010-11	738	-	6%	44	782
2011-12	782	-	6%	47	829
2012-13	829	-	9%	75	904
2013-14	904	-	9%	81	985
2014-15	985		9%	89	} 4195
		3000/- (paid on 19.10.15)	9%	121	
2015-16	4195	-	8%	336	4531

13.10 In view of the above, the Respondent is directed to correct the balance amount of Security deposit available as Rs.4,531/- as on 31.3.2016.

13.11 The Appellant has argued that the Respondent have violated regulation 5(v) of the Supply Code. The said regulation is extracted below :

**“ 5. Miscellaneous charges  
(5) Additional Security Deposit**

(i) xxx xxx xxxxxx

(ii) xx xx xxxxxx

(iii) xxx xxx xxx

(iv) xxx xxx xxx

(v) *Where, on review, the amount of Security deposit held is found to be in excess of the requirement, the excess shall be adjusted against two future demands for the electricity supplied. Where, after such adjustment in future two demands, there is balance to be refunded, the refund shall be made by cheque before the due date for payment of the third demand.”*

13.12 On a careful reading of the said regulation , it is noted that the excess amount of security deposit has to be adjusted against two future demands of electricity supply and the balance if any has to be refunded by cheque before the due date for third payment.

13.13 On a review of the SD statement , it is noted that the SD available is more than the requirement. But, the excess amount was retained with the licensee as unclaimed.

The above is not correct. The excess amount of security deposit available has to be refunded to the consumer by following the procedure given in regulation 5(5)(v) of the Supply Code.

**14. Findings on the second issue :-**

14.1 The Appellant argued that the CGRF of Tuticorin has ordered compensation of Rs.250/- for not responding to the consumer complaint considering his complaint dt. 19.10.2015 and 21.10.2015 as one. But the complaints in both letters are different. Therefore he argued that separate compensation for not responding to each of the complaints has to be paid to him.

14.2 The Appellant also argued that the compensation of Rs.250/- order by the CGRF was not credited into his account. A sum of Rs.250/- was paid as advance CC charges. But he argued that this is not the procedure as stipulated in the standards of Performance Regulations.

14.3 The Appellant also argued that the Respondent have not produced any proof such as server entry details to substantiate his arguments of the correction of Door number was done immediately on 20.10.2015. Hence, the argument that the Grievance was attended immediately but reply was alone not given is incorrect.

14.4 The Respondent argued that as ordered by the CGRF a sum of Rs.250/- was paid by the AE/Rural/West/Tuticorin on 26.4.2016 citing copy of the receipt No. 10735012604162130035 dt. 20.4.2016. The EE also argued that with regard to the letter addressed to AE/Rural/West Tuticorin on 19.10.2015 for correcting the door number, the correction was done on the next day but due to pressure of work only, the reply was not sent. Hence, the Grievance was addressed but only reply was not sent.

As the Grievance was addressed the EE argued that payment of compensation does not arise.

14.5 The EE/Urban, Tuticorin also argued that as a sum of Rs.250/- has been already credited into the account of the Appellant as advance CC charges and therefore further payment of compensation does not arise.

14.6 As the Appellant has argued that his letters addressed to AE and EE are on different subject matter, I would like to refer the letters. The true extract of the letters dt. 19.10.2015 & 21.12.2015 are furnished below:

“ அனுப்புநர்  
வெ. முருகன்  
5/666 நேத்தாஜி நகர்  
3ஆம் தெரு,  
தூத்துக்குடி 628 002

பெறுநர்  
உதவிப் பொறியாளர்  
த.மி.வா  
கிராமியப்பகுதி/மேற்கு  
தூத்துக்குடி 2

அப்பா,

பொருள்- வீட்டுக் கதவிலக்கம் புதிய எண். அலுவலக ஆவணத்தில்  
குறிப்பிடுவது - தொடர்பாக  
பார்வை- மி.இ.எண்.350-020-171

\*\*\*\*\*

மேலே கண்ட மின்இணைப்பு எண்.கொண்ட எனது இல்லத்தில் மாநகராட்சி எண். மாற்றியமைக்கப்பட்டு புதிய எண்.5/666 என்று வழங்கப்பட்டுள்ளது. அதற்கான வீட்டு வரி இரசீதையும் இணைத்துள்ளேன்.

ஆகையால், வீட்டு எண்ணை மாற்றி தங்கள் அலுவலக ஏடுகளில் பதிவு செய்யும்படி கேட்டுக் கொள்கிறேன்.

திருநெல்வேலி  
19.10.15

ஒப்பம்/XX XX XX  
(வெ. முருகன்) ”

“From  
V. Murugan,  
Anandam Colony,  
7H, V.M. Chatram,  
Tirunelveli 627 011

To  
The Executive Engineer,  
Distn/Urban/TANGEDCO,  
TNEB Office complex,  
Tuticorin 628 002.

Sir,

*Sub: change of door no.S.D. amount correction regarding.*

*Ref: 1) SC No.350-020-171*

*2) My letter dated 19.10.15*

~~~~~

*Consequent to the re number of the door number by local body. I had given a letter personally to the Assistant Engineer/Rural/West/Tuticorin along with the copy of the receipt on 17.10.2015 vide the reference II cited.*

*Besides, I am quite surprised to see that it was noted in the July 2015 CC paid receipt that the Security Deposit amount available in my account was 1469.*

*Again I paid Rs.3000 is SD on 19.10.2015, as such the total SD amount should be Rs.4469/- But it is noted in the computer in my a/c is Rs.3988/- If you compare it with the a/c you will clearly see the gross mistakes.*

*You are therefore, requested to have check the above two points and the fact of setting right the above item may be informed to me without any further delay.*

*Tirunelveli*

*21.12.15*

*sd/xx xxxx  
(V.Murugan)"*

14.7 On a careful reading of the letter dt. 19.10.2015 addressed to AE/Rural/West, Tuticorin, it is noted that the letter is to incorporate the new door number 5/666 in the office record.

14.8 On a careful examination of the above letter, it is noted that the letter addressed to AE on 19.10.2015 is for incorporation of the new door number and the letter addressed to EE on 21.12.2015 contains the above grievance along with the grievance on Security Deposit amount available as credit in the same service also. Therefore there are two grievance and I agree with the Appellant that both letters needs to be considered as 2 complaints.

14.9 As the Appellant has prayed for compensation for not responding to his letters dt. 19.10.2015 & 21.12.2015. I would like to refer regulation number 17 of Distribution Standards of Performance Regulation 17 & 21 which are extracted below:

### **“ 17. Responding to Consumer’s Complaint**

*If any consumer makes a complaint in writing to the Territorial Engineer of the concerned licensee then, the Territorial Engineer concerned shall reply to the consumer within ten days after receipt of the letter. In case the Territorial Engineer requires to visit the site or consult any other officer to give a comprehensive reply, the Territorial Engineer shall explain to the consumer as to why a substantive response cannot be sent immediately and intimate the name address and telephone number of the Officer dealing with the complaint. The Territorial Engineer shall also ensure that a substantive response is sent to the consumer within twenty days of receiving the complaint letter.*

### **21. Compensation**

*The Licensee is expected to achieve the performance prescribed. If a Licensee fails to meet the standards specified for various service areas, the affected consumer is entitled for compensation by the Licensees as stipulated in the Act. The compensation payable is set out in the table below, namely:-*

| S.No | Events                   | Compensation payable                                            |
|------|--------------------------|-----------------------------------------------------------------|
| 1    | xxx xxx xxxx             | xxx xxx xxxx                                                    |
| 2    | xxx xxx xxxx             | xxx xxx xxxx                                                    |
| 3    | xxx xxx xxxx             | xxx xxx xxxx                                                    |
| 4    | xxx xxx xxxx             | xxx xxx xxxx                                                    |
| 5    | xxx xxx xxxx             | xxx xxx xxxx                                                    |
| 6    | Responding to consumer’s | Rs.25/- for each day of delay subject to a maximum of Rs. 250/- |
| 7    | xxx xxx xxxx             | xxx xxx xxxx                                                    |
| 8    | xxx xxx xxxx             | xxx xxx xxxx                                                    |
| 9    | xxx xxx xxxx             | xxx xxx xxxx                                                    |

14.10 On a careful reading of the said regulation 17, it is noted that the concerned territorial Engineer has to give reply within 10 days of receipt of the petition or within 20 days if he has to inspect the site or consult other officers to give a comprehensive reply. Further as per sl. No. 6 of the table given in Regulation 21 of DSOP regulations, the licensee has to pay a compensation of Rs.25/- per day of delay subject to maximum of Rs.250/- if there is delay in responding to the consumer complaints. As per the details furnished, the reply for the letter dt. 19.10.2015 & 21.12.2015, was sent only on 19.2.16 after receipt of CGRF petition dt. 8.2.2016. Therefore, there is a delay of more than 10 days in responding to the letters dt. 19.10.2015 & 21.12.2015 of Appellant.

14.11 The Respondent argued that the complaint of incorporating the new door number in the records of licensee was done immediately on 20.10.2015. But he has not produced any proof such as server entry details for the above. But the Appellant has raised the same issue on 21.12.2015 letter also along with security deposit amount clarification. Hence, in the absence of documentary evidence to show that the correction was done on 20.10.2015, I am unable to accept the arguments of the Respondent that the grievance was attended and only reply was not sent.

14.12 As per my findings given in para 14.8 above, the complaint letter dt. 19.10.2015 & 21.12.2015 has to be considered as two complaints. Hence, I am of the opinion that both the complaints are eligible to get compensation.(ie) The Appellant is eligible to get compensation of Rs.250/- for each complaint letter.

14.13 As the Appellant argued that the compensation of Rs.250/- awarded by the Forum was paid as advance CC charges which is not correct as per regulation, I would like to refer regulation 22 of DSOP. The said regulation 22(ii) is extracted below :-

## **22. Procedure for Payment of Compensation**

*The claim for compensation shall be dealt with in the following manner*

**I. Automatic-** *This mode of payment requires the Licensee to pay the compensation amount to the affected consumer automatically, following the non-compliance to a particular standard in the next billing cycle through credit entry in the consumption bill.*

**II. Upon claim:** *An aggrieved consumer has the right to claim the compensation for non-compliance of the standards if the Licensee fails to pay the compensation in the next billing period by representing to the designated employee of the Licensee.*

14.14 On a careful reading of the above, it is noted that the compensation amount has to be paid to the consumer through credit entry in the consumption bill. Therefore, I am

of the view that the compensation amount has to be credited into the consumer account by specifying as compensation amount. But paying the amount as advance CC charges may not reflect the correct reason for the credit entry. Hence, this may be corrected as compensation amount.

14.14 With regard to the violation of DSOP Regulation, compensation amount has been ordered by CGRF & Electricity Ombudsman. Hence, the Appellant's grievance on the above has been already met by CGRF & Electricity Ombudsman.

14.15 The Appellant also prayed to order the Superintending Engineer/Tuticorin EDC to take necessary action on the erring staff and officers concerned. In this regard, I would like to inform that the duty of the Electricity Ombudsman is to receive the appeal petition against the order of CGRF and settle the issue through conciliation and mediation between the licensee and the aggrieved consumer or by passing an award in accordance with Acts, Rules or Regulations made thereunder.

14.16 In view of the above, I am of the opinion that Electricity Ombudsman can only settle the issue between the licensee and the aggrieved consumer and it is the duty of the licensee to take action against its employees if any needed based on the outcome of the issue. Therefore, I am not issuing any order on the prayer of the Appellant to direct the Superintending Engineer/Tuticorin EDC to take action on the erred officials.

## **15. Conclusion:**

15.1 In view of my findings first issue in para 13, the Respondent is directed to correct the security deposit amount available as on 31.3.2016 as Rs.4,531/-. The excess amount of security deposit available more than the required amount shall be refunded to the Appellant as detailed in regulation 5(5)(v) of the Supply Code.

15.2 In view of my findings in para 14, on the second issue, the Appellant is eligible to get Rs.250/- each as compensation for not responding to the letter dt. 19.10.2015 & 21.12.2015 of the Appellant. The compensation amount shall be credited into the account of the Appellant in the next billing cycle.

15.3 The Respondent has already paid Rs.250/- as advance CC charges, the same may be corrected as compensation charges instead of advance CC charges. The balance compensation charges of Rs.250/- shall be credited into the account of the Appellant before the next billing period.

15.4 A compliance report shall be sent within 45 days from the date of receipt of this order.

15.5 With the above findings, the APP 33 of 2016 is finally disposed of by the Electricity Ombudsman. No Costs.

**(A. Dharmaraj)**  
Electricity Ombudsman

To

1) Thiru. V. Murugan,  
Anandam Colony,  
7H, V.M. Chatram Road,  
Tirunelveli – 627 011.

2) The Executive Engineer,  
Urban/Tuticorin,  
Tuticorin Electricity Distribution Circle,  
TANGEDCO,  
131 & 132, Ettayapuram Road,  
Tuticorin – 628 001.

3) The Chairman,  
(Superintending Engineer),  
Consumer Grievance Redressal Forum,  
Tuticorin Electricity Distribution Circle,  
TANGEDCO,  
131 & 132, Ettayapuram Road,  
Tuticorin – 628 001.

4) The Chairman & Managing Director,  
TANGEDCO,  
NPKRR Maaligai,  
144, Anna Salai,  
Chennai – 600 002.

5) The Secretary,  
Tamil Nadu Electricity Regulatory Commission,  
19-A, Rukmini Lakshmi pathy Salai,  
Egmore,  
Chennai – 600 008.

6) The Assistant Director(Computer) – **Hosting in the TNEO website please,**  
Tamil Nadu Electricity Regulatory Commission,  
19-A, Rukmini Lakshmi pathy Salai,  
Egmore,  
Chennai – 600 008.