

ODISHA ELECTRICITY REGULATORY COMMISSION
BIDYUT NIYAMAK BHAWAN
PLOT NO.-4, CHUNAKOLI, SHAILASHREE VIHAR
BHUBANESWAR - 751 021

Present: Shri U. N. Behera, Chairperson
Shri S. K. Parhi, Member

Case No. 52/2018

Baljit Kaur Rayet Petitioner

Vrs.

The Executive Engineer (Elect.), Jobra & other Respondents

In the matter of: An application under Section 142 of the Electricity Act, 2003 for non-implementation of order dated 16.10.2017 of the Ombudsman-I passed in C.R. Case No. 124 of 2017.

For Petitioner: Falguni Rajguru Mohapatra, authorised representative.

For Respondent: Shri Sanjay Kumar Bal, Advocate.

ORDER

Date of hearing: 30.04.2019

Date of order:17.05.2019

The present petition has been filed by one Baljit Kaur Rayet under Section 142 of the Electricity Act, 2003 for non-implementation of order dated 16.10.2017 of the Ombudsman-I passed in C.R. Case No.124 of 2017.

2. The authorised representative of the petitioner submitted that the Ombudsman-I vide his order date 16.10.2017 passed in C. R. Case No. 124/2017 had directed the opposite party to extend the benefit of “OYT Scheme” to the petitioner from the date of her application to the GRF-Cuttack i.e. from 27.06.2017. But the respondents i.e. CESU and RUPL have not complied the said order of the Ombudsman-I although the petitioner has submitted the acceptance letter to the opposite party on 27.10.2017. Therefore, she prayed the Commission to direct the respondents to comply with the said order of the Ombudsman-I immediately and penalise the opposite party u/S. 142 of the Electricity Act, 2003.
3. The learned counsel of the respondents (CESU/RUPL) submitted that “OYT Scheme is intended for the existing individual LT domestic, individual/group general purpose consumers who would like to avail single point supply by owning their distribution transformer. They will continue to be LT consumers with appropriate tariff category.

In addition licensee would extend a special concession of 5% rebate on the total electricity bill (except electricity duty and meter rent) of the respective category apart from the normal rebate on the payment of the bill within the due date. If the payment is not made within due date no rebate, either normal or special is payable”.

He stated that if consumer pays the bill in full regularly within the due date he is entitled for OYT benefit.

4. He stated that the petitioner has not paid the bills in time from July, 2017 to August, 2018 except for the month of February, 2018. Accordingly, after verification of the bills, an amount of Rs. 229/- has been credited to the account of the petitioner as OYT benefit in the monthly bill of February, 2018. Hence, the said order of the Ombudsman-I has been fully complied by the respondent.
5. After hearing the parties and the submission made during hearing, we observe that as per statement of the respondent the order dated 16.10.2017 of the Ombudsman-I has been complied but as per the submission of the petitioner, the said order of the Ombudsman-I has not been fully complied in letter and spirit. Therefore, we think it prudent to remand the matter to the Ombudsman-I to verify whether his order has been fully complied or not. Accordingly both the petitioner and the respondent are directed to appear before the Ombudsman-I for resolution of their billing disputes within one month from the date of this order. The copy of the application u/S. 142 of the petitioner and the reply of the respondent thereon are hereby forwarded to the Ombudsman-I for necessary action at his end.
6. Accordingly the case is disposed of.

Sd/-

(S. K. Parhi)
Member

Sd/-

(U. N. Behera)
Chairperson