



**BEFORE THE VIDYUT OMBUDSMAN FOR THE STATE OF TELANGANA**

First Floor 33/11 kV Substation, Beside Hyderabad Boat Club  
Lumbini Park, Hyderabad - 500 063

**PRESENT : SRI MOHAMMAD NIZAMUDDIN  
VIDYUT OMBUDSMAN**

MONDAY THE SIXTH DAY OF NOVEMBER  
TWO THOUSAND AND TWENTY THREE

**Review C.M.P. No. 38 of 2023-24**

in

**Appeal No. 28 of 2023-24**

Between

M/s. Ankit Packaging Limited, represented by Sri Ankit Agarwal, s/o. Manohar Lal Agarwal, Sy.No.849, Agarwal Estate, Patancheru, Sangareddy District - 502319, Cell: 8801002022.

.....**Petitioner / Appellant**

**AND**

1. The Assistant Divisional Engineer / Operation / Patancheru / TSSPDCL / Sangareddy District.
2. The Divisional Engineer / Operation / Patancheru / TSSPDCL / Sangareddy District.
3. The Senior Accounts Officer / Operation / Sangareddy Circle / TSSPDCL / Sangareddy District.
4. The Superintending Engineer / Operation / Sangareddy Circle / TSSPDCL / Sangareddy District.
5. The Accounts Officer / Revenue / Sangareddy / TSSPDCL / Sangareddy District.
6. The Chief General Manager (Revenue) / Corporate Office / TSSPDCL / Hyderabad.
7. The Chief General Manager (Commercial)/Corporate Office / TSSPDCL / Hyderabad.

..... **Respondents / Respondents**

This petition is coming on before me for final hearing on 04.11.2023 in the presence of Ms. Nishtha, authorised representative of the petitioner, Sri M. Prabhu - SAO/Sangareddy, Sri A. Srinivas - DE/Technical and Sri Pothuraju John - DE/Commercial for the respondents and having stood over for consideration till today, this Vidyut Ombudsman passed the following:

### **ORDER**

This Review Petition is filed by the petitioner/appellant to review the Award passed by this Authority in Appeal No. 28 of 2023-24 dt.03.10.2023.

2. In the Review Petition, it is, inter-alia, submitted that the second time agreement in this case on 05.10.2010 is not a fresh agreement hence imposing the minimum period of (2) years is illegal. The power supply was restored on 11.05.2010 after providing Sick Unit Revival Scheme and again disconnected on 09.08.2010. The respondents are entitled to collect CC charges, minimum charges etc., accrued till the deemed termination of HT agreement as on 08.12.2010 as specified in Clause 5.9.4.3 of General Terms and Conditions of Supply (in short 'GTCS'). Thus the claim of Rs.9,15,349/- as on 10.05.2012 mentioned in Form 'A' dt.12.10.2012 which included minimum charges from 09.12.2010 to 10.05.2012 is not correct. The surcharge as on 31.08.2019 as mentioned in Form 'B' is also not correct. The Security Deposit of Rs.3,15,254/- as on 16.07.2010 is to be adjusted as on 08.12.2010. It is accordingly prayed to review the Award in question and keep the said Award in abeyance.

3. In the written reply filed by respondent No.4, it is, inter-alia, submitted that as per Clause 5.9.6 of GTCS, once the HT agreement was terminated the

consumer shall be treated as a fresh applicant for the purpose of giving supply to the same premises. In this case Clause 5.9.3.2 of GTCS applies. According to the said Clause the monthly minimum charges shall be payable till the date of expiry of the initial two years period of the agreement i.e. upto 10.05.2012. The respondents are entitled to collect surcharge etc., As per the available ledger, the balance outstanding dues after adjustment of available Security Deposit is Rs.9,15,350/-. The interest on Security Deposit was credited to the account of the consumer regularly every year in the month of April.

4. In the rejoinder filed by the appellant, more or less, the earlier contents of the Review Petition were reiterated.

5. In the written arguments and in the additional written arguments filed by the petitioner, the contents of the Review Petition were reiterated.

6. Heard both sides.

7. The points that arise for consideration are:-

i) Whether there are sufficient grounds to review the impugned Award? and

ii) To what relief.

**Point (i)**

8. The right of review has been conferred by Section 114 Civil Procedure Code ( in short 'the CPC') and Order 47 Rule 1 of CPC.

9. In order to review the impugned Award, it is necessary to consider the following aspects:-

- i) Discovery of new and important matter or evidence.
- ii) Mistake or error apparent on the face of the record.
- iii) Any other sufficient reasons.

10. Regarding the maintainability of the present Review petition, the learned counsel of the Review petitioner has relied upon the order in I.A.No.119 of 2011 in Review Petition No. 10 of 2010 filed in Appeal No. 145 of 2009 dt.22.07.2011 on the file of the Appellate Tribunal for Electricity, Madhya Pradesh State. Since this Authority is not objecting for maintainability of the Review Petition, no elaborate discussion is desired on the above said order. But the point is even if the Review Petition is maintainable, whether there are sufficient grounds to review the impugned Award.

11. In the present petition it is necessary to refer relevant Clauses of GTCS which read as under:-

**Clause 5.9.6 :-** On the termination of the LT or HT Agreement, the company is entitled to dismantle the service line and remove the materials, Meter, cut out etc. After termination of the Agreement, the consumer shall be treated as a fresh applicant for the purpose of giving supply to the same premises when applied for by him provided there are no dues against the previous service connection.

**5.9.3.2:- Period of HT Agreement:-** The minimum period of HT Agreement for supply at High Tension shall normally be two years from the date of commencement of supply. The Agreement shall continue to be in force till it is terminated by the consumer or by the Company as provided in clause 5.9.4.2 hereof.

Provided that where an agreement is amended or a revised agreement executed pursuant to sanction of an additional load / demand, the minimum period liability for the additional load shall commence from the

date of commencement of supply for the additional load / demand.

**5.9.4.2:- Deration of CMD or Termination of Agreement in respect of**

**HT Supply:-** The consumer may seek reduction of contracted maximum demand or termination of the HT Agreement after the expiry of the minimum period of the Agreement by giving not less than three months' notice in writing expressing his intention to do so. However, if for any reason the consumer chooses to derate the CMD or terminate the Agreement, before the expiry of the minimum 2 year period of the Agreement, the CMD will be derated or the Agreement will be terminated with effect from the date of expiry of the initial 2 year period of the Agreement or after expiry of 3 months notice period whichever is later. The Company can also terminate the HT Agreement, at any time giving 3 months' notice if the consumer violates the terms of the HT Agreement, or the GTCS or the provision of any law touching the Agreement including the Act and rules made thereunder, and AP Electricity Reforms Act, 199814. On termination of the HT Agreement the consumer shall pay all sums due under the Agreement as on the date of its termination.

**5.9.4.3: Termination of LT Agreement and HT Agreement on account of disconnection:**

Where any consumer, whose supply is disconnected for nonpayment of any amount due to the Company on any account, fails to pay such dues and regularise his account within three Months from the date of disconnection, the Company shall after completion of 3 months period, issue one Month notice for termination of the LT or HT Agreement, as the case may be. If the consumer still fails to regularise the account, the Company shall terminate the Agreement with effect from the date of expiry of the said one-Month notice. Such termination shall be without prejudice to the rights and obligations incurred or accrued prior to such termination.

Provided that where the Company fails to issue notice or terminate the Agreement as prescribed above, the consumer shall not be liable to pay the minimum charges for the period beyond 4 months from the date of disconnection and the Agreement shall be deemed to have been terminated at the end of 4 months period from the date of disconnection.

Provided further that where the minimum period of the Agreement is not yet completed by the date of such termination, the consumer shall be liable to pay the minimum charges as otherwise applicable calculated up to the date of completion of the period of Agreement.

In the case of consumers who were sanctioned phased Contracted Demand and supply released for initial or intermediary phased demands,

the consumer may seek deferment or cancellation of such of the phase demands which are scheduled beyond minimum period of Agreement, by giving three Months notice in advance or in lieu thereof pay three months charges towards such deferment or cancellation of such phased demands.

12. This Authority after considering the material on record and after hearing both sides passed the impugned Award. Now it is necessary to refer to the main grounds raised by the review petitioner and their reply given by respondent No.3. For the sake of convenience it is necessary to mention the points in a tabular form.

Ground No.	Plea of the Review Petitioner	Reply of respondent No.4
1.	Appellant has completed the minimum period of 2 years as on 1995 and once again the minimum period of one year will not apply in 2010. Second time agreement on 10.05.2010 was an amendment in CMD from 300 KVA to 120 KVA due to fresh agreement hence imposing the minimum period of (2) years once again in amendment of agreement is not correct.	HT SC. No. SGR 558 of M/s. ANKIT PACKAGING LTD has obtained power supply connection originally on 28/01/1993 and terminated on 30/12/2009 and there is no doubt that Appellant/consumer has completed the minimum Agreement period of 2 years by 1995. As per clause 5.9.6 of GTCS, once the HT Agreement was terminated, the consumer shall be treated as fresh applicant for the purpose of giving supply to the same premises.
2.	Power supply restored on 11.05.2010 and again disconnected on 09.08.2010. Hence, respondents are entitled to collect CC charges, minimum charges etc accrued till the deemed termination of HT Agreement as on 08.12.2010.	Power supply to SGR 558 has been restored on 11/05/2010 under sick unit revival scheme with a CMD of 120 KVA and was disconnected on 09/08/2010 for non-payment of regular CC bills. Subsequently, the HT Agreement was terminated w.e.f. 10/05/2012 after completion of minimum guarantee period of 2 years as per the rules in vogue i.e Clause No.5.9.4.2 of GTCS.

3.	<p>TSSPDCL Claim in Form 'A' of Rs.9, 15,349/- dt: 12.10.2012 which includes minimum charges is not correct and claim in Form 'B' of Rs.21,36,882/- dt:31.08.2019 including surcharge is not correct, illegal and liable to set aside.</p>	<p>The TSSPDCL is empowered to collect the pending dues from its consumers under the Revenue Recovery Act 1985. Accordingly, Form-A notice dated 21/08/2018 for Rs.9,15,350/- has been issued to M/s. Ankit Packaging Ltd. As the consumer has failed to respond and pay the dues in spite of service of Notice under Form 'A', TSSPDCL have issued notice under Form 'B' for an amount of Rs. 21,36,882/- on 31/08/2019 (including surcharge @ 18% p.a from the date of termination to 31.08.2019). Further Form 'C' for Rs. 21,36,882/- has been issued to the District Collector, Sangareddy on 02/12/2019 for enforcing the Revenue Recovery (RR) Act to collect the dues.</p> <p>Further as per clause 2.41 of Retail Supply Tariff Order issued by TSERC from time to time, penalty for late payment charges @ 18% per annum is payable by the default consumers. Accordingly, surcharge @ 18% p.a from the date of termination to 31.08.2019 has been calculated and Form B notice dt: 31/08/2019 has been issued to the consumer.</p> <p>Hence issue of FORM A notice including minimum charges and Form B notice including late payment charges is in line with the existing rules and the contention of the appellant is not correct.</p>
4.	<p>Amount payable by the appellant as on 08.12.2010 is Rs. 1,68,084/- considering the disconnection date 09.08.2010.</p>	<p>As per the available records outstanding dues as on date of disconnection ie.09.08.2010 is Rs.1,50,998/-. The last payment made by the appellant was Rs.55,247/- against July 2010 CC bill. The</p>

		statement of demand raised and payment received for the period from July 2010 to June 2012 is enclosed. As per the available ledger, the balance outstanding dues after adjustment of available SD is Rs.9,15,350/-.
5.	Interest on Security Deposit to be added till the date of adjustment.	<p>Clause 7 of Regulation 6 of 2004 is as below:</p> <p>"(1) The Licensee shall pay interest on security deposit of a consumer, at the bank rate notified by RBI provided that the Commission may specify a higher rate of interest from time to time by notification in the Official Gazette.</p> <p>(2) The interest accruing to the credit of the consumer shall be adjusted annually against the amounts outstanding from the consumer to the Licensee as on 1st May of every year and the amounts becoming due from the consumer to the Licensee immediately thereafter."</p>

In the present case, in view of Clause 5.9.6 of GTCS and Clause 5.9.4.2 of GTCS the contentions of the respondents are correct. Further Clause 5.9.3.2 of GTCS-2016 is not applicable for the year 2010 as the present case is in respect of pre-2016. Apart from that proviso two of Clause 5.9.4.3 of GTCS also supports the case of the respondents.

13. This Authority after considering the material on record and after hearing both sides passed the impugned Award. Now the petitioner has not discovered any new or important matter or evidence to review the impugned



Award. What all the appellant put forth in the appeal was considered and the appeal was rejected. The points urged now by the Review Petitioner including the contents of Form A,B and C were already on record and this Authority after perusal of entire record passed the impugned Award. Thus the first ground to review the impugned Award is not established.

14. Further there is no mistake or error apparent on the face of the record so as to review the impugned order. Thus the petitioner has failed to establish the second ground also.

15. The last ground for review is “any other sufficient ground”. This means at least analogous to those specified in the rule. Even this ground is also not existing in the present petition to review the impugned Award.

16. The learned Counsel for the Review Petitioner has relied upon the judgement of the Hon'ble Supreme Court reported in RAYMOND LTD v. MADHYA PRADESH ELECTRICITY BOARD <sup>1</sup> wherein it was held as under:-

“The minimum guarantee thus, appears to be not in terms of any fixed or stipulated amount but in terms of merely the energy to be consumed. The right, therefore, of the Board to demand the minimum guaranteed charges, by the very terms of the language in the contract as well as the one used in the tariff notification is made enforceable depending upon a corresponding duty, impliedly undertaken to supply electrical energy at least to that extent and not otherwise.”

There is no dispute about the proposition laid down in the said judgement, but the facts of the present case and the facts of the case before the Supreme Court

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<sup>1</sup> LAWS(SC)-2000-11-99

are quite distinct. Therefore this judgement is not useful to the petitioner especially in a Review Petition. In view of these factors, I hold that there are no sufficient grounds to review the impugned Award as prayed for. This point is accordingly decided against the Review Petitioner and in favour of the respondents.

**POINT No. (ii)**

17. In view of the findings on point No. (i) the Review Petition is liable to be dismissed.

**RESULT.**

18. In the result, the Review Petition is dismissed.

A copy of this Award is made available at <https://vidyutombudsman-tserc.gov.in>.

Typed to my dictation by Office Executive-cum-Computer Operator, corrected and pronounced by me on this the 06th day of November 2023.

Sd/-

**Vidyut Ombudsman**

1. M/s. Ankit Packaging Limited, represented by Sri Ankit Agarwal, s/o. Manohar Lal Agarwal Sy.No.849, Agarwal Estate, Patancheru, Sangareddy District - 502319, Cell: 8801002022.
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