



VIDYUT OMBUDSMAN FOR THE STATE OF TELANGANA

First Floor 33/11 kV substation, Hyderabad Boats Club Lane
Lumbini Park, Hyderabad - 500 063

:: Present:: **R. DAMODAR**

Thursday, the Twenty Fifth day of May 2017

Appeal No. 15 of 2017

Preferred against Order Dt.31.12.2016 of CGRF In

CG.No: 515/2016-17 of Hyderabad North Circle

Between

Sri. K. Muralidhar Reddy, Plot No. 52, Balamrai Society, Mahendra Hills,
Secunderabad - 500 026. Cell No.9440734344, 040-27733995.

... Appellant

AND

1. The ADE/OP/Marredpally/TSSPDCL/Secunderabad.
2. The AAO/ERO/Paradise/TSSPDCL/Secunderabad.
3. The DE/OP/Paradise/TSSPDCL/Secunderabad.
4. The SE/OP/Hyd.North.Circle/TSSPDCL/Hyderabad.

... Respondents

The above appeal filed on 28.03.2017 coming up for final hearing before the Vidyut Ombudsman, Telangana State on 24.05.2017 at Hyderabad in the presence of Sri. K. Muralidhar Reddy - Appellant and Sri. D. Mallikarjun - AAO/ERO/Paradise and Sri. N. Laxminarayana - DE/OP/Secunderabad for the Respondents and having considered the record and submissions of both the parties, the Vidyut Ombudsman passed the following;

AWARD

The Appellant had a tenant M/s. Moxie Software in the year 2007 with SC No. CZ029178 under Category II(A) with contracted load of 25 KW. After paying electricity bills upto June,2011 the tenant of the Appellant had vacated the premises. The DISCOM officials then disconnected the service from the pole. In the last week of April,2016, AE/O/Marredpally sent a letter addressed to the tenant of the Appellant stating that an amount of Rs 80,000/- towards dues are pending and disconnected the

service. The AE/O/Marredpally advised the Appellant to seek dismantlement of the service by adjusting the arrears and the balance amount to be written off. The Appellant claimed that on 4.5.2016 he paid the charges of Rs 635/- seeking dismantlement of the service. Later in August,2016 the DPE wing has inspected the meter, took the check reading with a reading as 14,273. In the month of September,2016 an engineer from MRT wing inspected the meter and found the performance of the meter as good. The Appellant claimed that AE/O/Marredpally informed him that he should pay amount of Rs 75,000/- representing the balance arrears, after adjustment of the available Security Deposit. He sought waiver of arrears since they were claimed after a lapse of 5 years and stated that the officials may recover the balance amounts from his tenant in whose name the Service Connection was released.

2. The Appellant has personally represented before the CGRF that Clause 5.9.4.3 of GTCS has not been complied with while dismantling the service and similarly Clause 5.9.6 of GTCS has not been complied with for dismantlement. He stated that the DISCOM can recover the amount due from his tenant in whose name the service connection was released.

3. Before the CGRF, the 1st Respondent ADE/O/Marredpally stated that the consumer has applied for dismantlement of the service on 4.5.2016 by paying charges of Rs 635/- on 11.7.2016. He stated further that the consumer has to pay Rs 75,438/- after adjustment of Security Deposit of Rs 29,000/- and in case the consumer pays this amount, a No Dues Certificate will be issued and the service will be dismantled.

4. The 2nd Respondent AAO/ERO/Paradise through letter dt.5.11.2016 stated that the Service Connection issued in the name of the tenant of the Appellant was under disconnection from November,2012 as per the Electronic Billing System (EBS) and that the Security Deposit of Rs 20,000/- has been adjusted against the arrears and the balance amount of Rs 73,435/- is due. He stated that as per the instructions issued by the corporate office vide Memo. No. 542 dt.5.6.2010, withdrawal of monthly minimum charges beyond 4 months of disconnection is applicable only to LT Category I(Domestic) consumers.

5. On consideration of the material on record and contentions, the CGRF observed that after disconnection of service, subsequent to waiting for a period of 3

months for payment from the consumer, the DISCOM has not issued any notice for payment within 30 days and only then the DISCOM could have dismantled the service. CGRF further observed that the Appellant ought to have enquired with his tenant at the time of vacating the premises regarding the electricity dues and he has failed to request for dismantlement of the service after adjusting the Security Deposit. The CGRF has directed the DISCOM to dismantle the Service Connection on application of the Appellant, which was already registered with ICSC covered by CC No. 90316782216 by following the procedure laid down in Clause 5.9.4.3 and Clause 5.9.6 of GTCS by collecting 3+1 months minimum charges from the date of service connection getting transferred to the Outstanding Ledger (OSL) through the impugned orders.

6. Aggrieved and not satisfied with the impugned orders, the Appellant preferred the present appeal seeking a direction to the DISCOM to dismantle the Service Connection by following the procedure laid down under Clause 5.9.4.3 and Clause 5.9.6 of GTCS and further direct the DISCOM not to demand any arrears other than the arrears existing as on the date of disconnection, plus 4 months minimum charges from the date of disconnection.

7. The 2nd Respondent/AAO/ERO/Paradise submitted a reply on 17.4.2017 stating that as per the Memo of CGM/SE/ADE-I/D.No.542/10 dt.5.6.2010, withdrawal of monthly minimum charges beyond 4 months after date of disconnection is applicable only for LT Category I(Domestic) service.

8. The DE/Elecl/O/City-V through letter dt.20.4.2017 stated that AAO/ERO/Paradise/R2 has referred to Memo No. 542 dt.5.6.2010 issued by the DISCOM and whereas the CGRF through the impugned orders directed dismantlement of the service by observing Clauses 5.9.4.3 and 5.9.6 of GTCS by collecting 3+1 months minimum charges from the date of transfer of the service to the Outstanding Ledger (OSL) and about the DE/Electrical requesting the CGM/Commercial for clarification as there is an ambiguity in the said Memo.

9. In view of nature of allegations and rival contentions, the matter is taken up for mediation.

10. During mediation, the 2nd Respondent AAO/ERO/VI submitted through his letter dt.23.5.2017 that the consumer of the service connection has applied for

dismantlement of the service and that the available Security Deposit of Rs 20,000/- was adjusted against the final payment for dismantlement of the service, which has the final reading KWH-R-14273, KVAH-R-15528 and that it has no dues pending. Accordingly he requested the AE/O/Marredpally to dismantle the service by observing the required formalities.

11. The Appellant also by letter dt.24.5.2017 has stated that the 2nd Respondent AAO/ERO/VI has issued a No Due Certificate for the Service Connection in the name of M/s. Moxie Software solutions by adjusting the Security Deposit of Rs 20,000/- without demanding any additional money.

12. In view of the dismantlement of the service, adjustment of the arrears against the Security Deposit of Rs 20,000/- lying with the DISCOM and dismantlement of service, the complaint of the Appellant stood answered. The dispute is successfully settled. The Appeal is disposed of accordingly .

13. The licensee shall comply with and implement this order within 15 days for the date of receipt of this order under clause 3.38 of the Regulation 3 of 2015 of TSERC.

Typed by CCO, Corrected, Signed and pronounced by me on 25th day of May, 2017.

Sd/-

VIDYUT OMBUDSMAN

1. Sri. K. Muralidhar Reddy, Plot No. 52, Balamrai Society, Mahendra Hills, Secunderabad - 500 026. Cell No.9440734344, 040-27733995.
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Copy to:

6. The CGRF - Greater Hyderabad Area, TSSPDCL,GTS Colony, Vengal Rao Nagar, Erragadda, Hyderabad.
7. The Secretary, TSERC, Singareni Bhavan, Red Hills, Lakdikapool, Hyderabad.