



## VIDUYUT OMBUDSMAN FOR THE STATE OF TELANGANA

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

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

Monday, the First day of May 2017

Appeal No. 7 of 2017

Preferred against Order Dt. 31-01-2017 of CGRF In

CG.No: 688/2016-17 of Hyderabad Central Circle

Between

Sri. A. Thaha, 201/11-5-330, Hill Park Residency, Red Hills, Hyderabad - 500 004.

Cell : 9440746401.

... Appellant

**AND**

1. The ADE/OP/ AC Guards/TSSPDCL/Hyderabad.
2. The AAO/ERO/AC Guards/TSSPDCL/Hyderabad.
3. The DE/OP/Mehdipatnam/TSSPDCL/Hyderabad.
4. The SE/OP/Hyd.Central Circle/TSSPDCL/Hyderabad.

... Respondents

The above appeal filed on 01.03.2017 coming up for final hearing before the Viduyut Ombudsman, Telangana State on 04.04.2017 at Hyderabad in the presence of Sri. A. Thaha - Appellant and Sri. L. Krishna Yadav - ADE/OP/ AC Guards for the Respondents and having considered the record and submissions of both the parties, the Viduyut Ombudsman passed the following;

### AWARD

The Appellant, a tenant of the consumer/ landlady started a kirana shop in the premises with SC No. C5003889 on 1.11.2012 with a new meter. The Appellant claimed that on 1.4.2013, the CC bill showed Rs 150/- as fixed charges, which was increased to Rs 477/- from 1.12.2012 and the bill was issued for Rs 8,280/- towards fixed charges, even though there was no increase in the load when he started the kirana shop. He claimed that his monthly consumption was around 200 KWH and it would be more if he uses the entire load of 9KW. He sought rectification of the defect and refund of the excess amount already collected from him.

2. The Appellant through another letter stated that the DISCOM has booked two cases one in 2008 and another in 2009 for additional connected load relating to a bakery and not his kirana shop. The DISCOM has not collected the development charges of Rs 22,400/- at that time, but after a lapse of 5 years included the development charges in the bills issued to him, with a threat of disconnection that if an amount of Rs 33,500/- including penalty is not paid. The Appellant paid the amount to avoid disconnection of the service and protect the perishable goods in the shop.

3. The Appellant further stated that he occupied the premises in the year 2012 which has been split into two separate portions, with separate meters with load of 1 KW. As per the DISCOM officials, the load was raised to 9KW during 2015 and revised bills with retrospective effect from 2012 were issued. In spite of his representation, he claimed that the DISCOM official have not taken any steps to derate the contracted load from 9KW to 1 KW.

4. The 1st Respondent ADE/O/AC Guards through letter dt.10.1.2017 stated before the CGRF that earlier a case was booked for Development Charges of Rs 5,600/- against SCNo. C5003889 of Smt. Prema Latha Sanghi for an additional load of 2KW and it was paid by her on 21.9.2013. He claimed that again the excess load of 8 KW was detected by DPE wing and a case was booked for excess load of 6KW, which was paid by the consumer on 27.1.2015. He asserted that the additional load was billed as per Clause 12.3.3.2(i) of the GTCS and also Tariff Order, from the date of unauthorized additional load and a demand for Rs 8,280/- was raised towards fixed charges in April,2015 for the additional load found by the DPE wing from 2009 to 2015.He stated that the consumer has never applied for deration of the contracted load and hence, the fixed charges were levied on the additional load found at the time of the inspection.

5. The Appellant has personally represented before the CGRF to the effect that he ran a kirana shop in the premises from 1.12.2012 and vacated it on 31.12.2016. That the DISCOM has collected Rs 35,545/-, which relates to the dues of the previous occupant and that the consumption during his occupation of the premises was about 4 units per month. He claimed that he has not used the sanctioned load of 9 KW and sought refund of the excess amount collected from him. The 1st Respondent ADE/O/AC Guards stated that a case was booked for additional load of 8KW and the consumer paid the development charges in 2015 for additional load of 8KW and that as per the Clause 12.3.3.2(i) of GTCS, the service was back billed for fixed charges from

1st April,2013 to March,2015 which was included in the bill and that it was paid by the consumer.

6. On the basis of the material on record and rival contentions, the CGRF observed that an excess load of 8KW was detected by the DPE wing and that the Development Charges of Rs 22,400/- was proposed and further, for excess load of 6KW, the Development Charges were billed for Rs 16,800/- and that these amounts were paid by the consumer on 27.1.2015, which is as per the Tariff order and also the terms of GTCS and therefore, if the Appellant has any dispute about the excess payment to the DISCOM, he has to settle the dispute with his landlady and thus disposed of the complaint, through the impugned orders.

7. Aggrieved and not satisfied with the impugned orders, the Appellant preferred the present Appeal stating that the excess load was discovered according to the DISCOM on two occasions against the occupant, who ran a bakery, during the year 2008-2009 and an amount of Rs 22,400 + penalty of Rs 13,145/- relating to the case of 2009 was imposed and that at that time, the bakery owner was Mr. Younus Afzal and that this amount was not collected at all and that the Appellant has started the kirana store only during the year, 2012 and therefore, he is not liable to pay for any case booked during 2009. When threat to disconnect the service was made, he paid the money to avoid disconnection and damage to the perishable items in his shop. The Appellant further contended that at the time of starting of his kirana shop, a new meter was fixed and he paid Rs 15/- as fixed charges and continued for more than a year from 1.4.2013 and that the fixed charges were made Rs 150/- and thereafter, he was issued arrears bill for Rs 8,280/- increasing the fixed charges to Rs 477/- with retrospective effect from 1.12.2012. In spite of making representations, he claimed that the Respondents have not taken any steps to refund the money.

8. In the Appeal, the first Respondent/ADE/O/AC Guards through letter dt.25.3.2017 stated that earlier development charges of Rs 5,600/- was booked against the Service Connection standing in the name of Smt. Prema Latha Sanghi for an additional load of 2KW totalling 3 KW and that payment was made by the consumer on 21.9.2013. He stated that the service in question belonged to the consumer Smt. Premalatha Sanghi and that the Appellant might be her tenant and he is not concerned with the service and not directly related to the DISCOM. He stated that a representation was received from Smt. Prem Latha Sanghi stating that "she has paid all the arrears and Sri. Thaha(the Appellant) is nowhere concerned with the service."

The ADE stated that the bills were raised as per Clause 12.3.3.2(i) of GTCS. He lastly stated that this case may be treated as a dispute between the tenant and the owner and that the Respondents are not concerned with the dispute. He enclosed a copy of representation from Smt. Premalatha Sanghi.

9. On the basis of the material on record and the contentions, there could be no mediation and hence, the matter is being disposed of on merits.

10. On the basis of the material on record, the following issues arise for determination:

1. Whether the Appellant is entitled to refund of Rs 33,500/- paid towards Development Charges and penalty and Rs 15,147/- paid towards arrears from 1.12.2012 to 1.1.2015?
2. Whether the Appellant has any cause against the Respondents to demand refund of the amount he paid against the Service Connection?
3. Whether the impugned orders are liable to be set aside?

**Heard**

**Issues 1 to 3**

11. The Appellant had a kirana store in the premises which is serviced by SC No. C5003889. The consumer of the service is Smt. Premalatha Sanghi as disclosed from the record. The Appellant started his kirana shop on 1.11.2012 in the premises in question till he vacated it on 31.12.2016. There was an inspection of the premises in the year 2008 and also in 2009 where additional load was discovered. Fixed charges were levied from the date of detection of excess load with effect from April,2009.

The details of the two cases booked are as follows:

a) Date of Provisional Assessment Notice : 21.06.2008

1KW + 2 KW(Excess) = 3KW @ DC - Rs 4,000/-  
SD - Rs 1,600/- paid on 21.9.2013.

b) Date of Provisional Assessment notice 18.04.2009

1KW + 8KW (Excess) = 9KW @ DC - Rs16,000/-  
SD - Rs 6,400/- paid on 27.1.2015.

12. It is pertinent to note that the second case was booked taking the existing contracted load as 1 KW. Since the consumer has not paid the amount at that time and hence the excess 2 KW load was not regularised. The demand amount was paid by the consumer on 21.9.2013. The second case booked in 2009 was finalised after deducting the amount pertaining to 2KW already paid. The finalised amount of Rs 16,800/- was paid by the consumer vide PR No. 59502723 dt.27.01.2015.

13. The Appellant claimed that he was forced to pay the charges towards excess load of 6KW amounting to Rs 16,800/- on 27.01.2015 under the threat of disconnection. He argued that at the time of inspection in 2009, whatever the load existed, pertained to the previous tenant who was manufacturer of bakery products. He further stated that the concerned officials had shown laxity in collecting the charges for 5 years. Had it been so, the service would have been disconnected at that time. The burden of paying the amount now would not have been forced upon him.

14. Since the load was regularised as on 27.01.2015, the consequent fixed charges shall be levied from 27.01.2015 & not from date of the Provisional Assessment dt.18.04.2009. The representation of the Appellant regarding refund of excess amount paid by him relating to discovery of the excess load in the year, 2008 and, 2009, has not been heeded by the Respondents. During the hearing, the Respondents have stated that the new tenant has been consuming energy as per the increased regularised load and therefore, the Respondents claim that there is no question of refund of the amount collected from the consumer.

15. It is important to note that all amounts paid to the Respondents either regarding regularisation of the increased load or on any other head of account, the amount was paid, even according to the Appellant, in the name of the consumer Smt. Prema Latha Sanghi and not in his own(Appellant) name because, the service connection is not in his name.

16. The Appellant, having vacated the premises in the year, 2016 has raised the present dispute, perhaps rightly aggrieved by the amount the Respondents collected by way of fixed charges relating to the discovery of excess connected load in the year 2009 about which the Appellant is not concerned. The Appellant having paid the amount demanded to avoid disconnection, is seeking refund of the amount he paid in the name of Smt. Prema Latha Sanghi, the consumer. This is a peculiar situation where the record does not show patently that the Appellant paid the amount in his name to the DISCOM.

17. Added to the above circumstances, the landlady Smt. Prema Latha Sanghi by way of letter dt.14.3.2017 addressed to the AE/O/AC Guards stating that the due amounts were paid by her against the service connection and that the Appellant has nothing to do with the service connection and also payment and that the Appellant habitually gives complaints which may be ignored. This letter from the registered consumer is the decider and there could be no surviving dispute if this letter is considered. The Respondents have considered the letter of the registered consumer and presented it at the time of hearing. Under these circumstances, even though there are circumstances to presume that the Appellant as a tenant suffered the demand at the hands of the Respondents, there is no surviving cause to proceed further about merits of the case in favour of the Appellant. Thus the Appeal cannot survive in the face of the stand taken by the Registered consumer smt. Prema Latha Sanghi. All the issues are answered accordingly.

18. In the result, the Appeal is disposed of holding that:

1. the claim of the Appellant for refund of the excess amount collected from him is not maintainable, in the face of the letter dt.14.3.2017 of the Registered consumer Smt. Prema Latha Sanghi addressed to the DISCOM to state that it was she who paid all the amounts and that the Appellant has no concern with the service connection.
2. the CGRF has rightly observed that if there are any disputes between the Appellant and the registered consumer, they are outside the purview of the present enquiry, which is found tenable.
3. the impugned orders are confirmed.

19. 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 1st day of May, 2017.

Sd/-

**VIDYUT OMBUDSMAN**

1. Sri. A. Thaha, 201/11-5-330, Hill Park Residency, Red Hills, Hyderabad - 500 004.  
Cell : 9440746401.
2. The ADE/OP/ AC Guards/TSSPDCL/Hyderabad.
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4. The DE/OP/Mehdipatnam/TSSPDCL/Hyderabad.
5. The SE/OP/Hyd.Central Circle/TSSPDCL/Hyderabad.

**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.