



VIDYUT OMBUDSMAN FOR THE STATE OF TELANGANA
First Floor 33/11 kV substation, Hyderabad Boats Club Lane
Lumbini Park, Hyderabad - 500 063

:: Present:: Smt. UDAYA GOURI

Tuesday the Thirtieth Day of July 2019

Appeal No. 02 of 2019-20

Preferred against Order dt:31.12.2018 of CGRF in
CG No. 560/2018-19 of SRD Circle

Between

M/s. Sathavahana Castings, represented by Sri. G. Samba Siva Rao,
H.No.11-149/2, Shanthinagar, Patancheru Mandal, Sangareddy Dist - 502319.
Cell: 9391040256, 9866852579.

... Appellant

AND

1. The AE/OP/Patancheru Town/TSSPDCL/Sangareddy Dist.
2. The ADE/OP/Patancheru/TSSPDCL/Sangareddy Dist.
3. The SAO/OP/Sangareddy/TSSPDCL/Sangareddy Dist.
4. The DE/OP/Patancheru/TSSPDCL/Sangareddy Dist.
5. The SE/OP/Sangareddy Circle/TSSPDCL/Sangareddy Dist.

... Respondents

The above appeal filed on 02.04.2019, coming up for final hearing before the Vidyut Ombudsman, Telangana State on 26.06.2019 at Hyderabad. Appellant was absent and Sri. M. Prabhu - SAO/OP/Sangareddy was present for the Respondents and having considered the record and submissions of both parties, the Vidyut Ombudsman passed the following;

AWARD

This is an Appeal filed against the orders vide CG No. 560/2018-19 on the file of the CGRF/Sangareddy.

2. The Appellant contended that he has filed a complaint before the CGRF that he has given a letter for disconnection of his service connection bearing No. SGR-941 situated at Patancheru under the name and style of M/s. Sathavahana

Castings on 30.08.2013, but the Respondents have issued bills till 1st December 2013 i.e. they have given bills for three months after the disconnection and thus have extracted more money from them. The Appellant also contended that the meter issued to them was faulty and was running 30 minutes ahead of the actual time and thus again generated more bills in view of the defective meter readings and thus the Respondents have collected bills to an extent of Rs 11,00,000/- including the penal charges, but the learned CGRF failed to consider their grievance, as such aggrieved by the same the present appeal is filed seeking to set aside the said orders of the CGRF and direct the Respondents to withdraw the excess bills issued to them.

3. The Appellant contended that the Order of the CGRF is being questioned by them in the present Appeal on two grounds i.e. in spite of the faulty meter readings and in spite of the meter being replaced the bills were issued with penalty in R&C period against the provisions prescribed and contended that in spite of disconnection of the meter on their request they have issued bills for a period of over and above 3 months from the date of disconnection and also imposed penalty which is against the GTCS rules and submitted the following in support of their contentions. They contended that over 11 lakh rupees is generated due to our faulty meter readings during R & C period power consumption penalty but waiver of nominal amount was given only Rs. 2,83,174/- as per respondents submission to CGRF-1. The respondents deposed that R & C penalties have been withdrawn duly taking into consideration of 19 min advance running of meter but proof of MRI report was not submitted. Also what is the basis for 19 MIN advance meter reading was not answered. This is very much injustice when we were at a loss and went to sick state to close our company. We never had any issue over a decade period before that, with power bills, since this problem of faulty meter with R & C penalty implementation we incurred much loss and totally Collapsed.

That all these bills were generated by faulty meter reading which was found, accepted and replaced by department people on our multiple complaints. If they have responded early also might have saved us, but they have very much delayed to replace the faulty meter i.e we asked to check and replace faulty meter before R & C period but it was only replaced after R & C by that time which we ultimately collapsed and closed our industry. The excess bills generated were not waived and carried forward though meter is replaced. Penalty bills generated in R & C period and amount accumulated as arrears are furnished for your kind perusal.

Ours is a sick industry which went to loss and closed in August-2013 due to multiple errors from department side misguiding us during R & C period and also due to our ignorance.

Kindly pursue our request and waive our replaced faulty meter generated bills with penalty, during R & C period of over 8.25 lakhs after minor adjustments. We request you to do justice in this regard as last ray of hope.

During hearings at CGRF-1, we were assured that definite mistake has happened in our HT consumption billing and amount will further be reduced and also assured to recall us back to hear further argument after acquiring complete details like MRI data of faulty meter which was finalized with time change in meter by 0.19 min by ADE/OP/patancheru after 5 years of replacing faulty meter. I was assured to share MRI data and load survey data of our faulty meter which was replaced on our complaint 5 years back, before taking the decision but was not done accordingly as said so. We strongly feel that no justice has been done to us. We are in doubt regarding the time change in meter which was accepted and changed on our complaint which was intimated at that time as change in the meter reading is fast by approximately 0.30 to 0.45 min. The electricity department people have not given, any proof of faulty meter reading at the time of replacement in spite of our numerous requests. This is carried as arrears in our bill due to R & C penalties saying that it will take time to change the reflecting arrears in the bill as it has to come from account department advised to ignore total arrears in our monthly bills. They levied 6 times penalty as per faulty meter reading time and waived Rs.2,83,174/- as per respondents submission to CGRF-1

1. What is the basis of saying time changed in our meter is 0.19 min now, against what is been told to us at the time of replacement as 0.30-0.45 min?
2. Levying 6 times penalty for accepted and replaced faulty meter reading time as R & C bill and respondents saying that they have waived nominal amount of it now in front of CGRF-1, how can it be substantiated?
3. First of all, how can one generate R&C bill on accepted faulty meter time reading?
4. The monthly bills have added up with penal interest/late payment / court case charges. Who are responsible for the interest generated and accumulated to arrears, on raised R & C bills due to faulty meter time reading which was not corrected immediately?

5. MRI report was not submitted as assured and directed by CGRF-1.

The whole issue seems to be mistaken identity of faulty meter time reading and added up mistakes to rectify the previous mistakes.

Further stated that 3 months bills are generated after immediate disconnection of service in sick and closed state against the assurance and suggestion of local department people after R & C period in 2013. At that time no one, informed of the clause that 3 months notice have to be given for service disconnection as per the agreement of GTCS.

That, at that time there was acute power crisis in the state with R & C implementation, our service was disconnected immediately and happily taking letter for immediate disconnection without asking for 3 months notice. Now the department people are mentioning clause 5.9.4.2 of GTCS to uphold the 3 months bill generation. Than in that case, why department had immediately disconnected my service without waiting for 3 months period and why did they have not asked for 3 months notice to be substantiated from the department side as per the clause they are mentioning now. This is very much injustice to me misguided and making us. To incur much losses proof of disconnection request letter and disconnection date is provided for your kind perusal.

Also after service disconnection, the Department have issued a letter to settle arrears of about 21 lakhs adjusting my deposit without R&C penalty correction due to faulty meter to terminate the HT agreement Than how can they generate bills for 3 months subsequent to disconnection and add up the existing arrears generated by R & C period penalties of faulty meter after issue of letter. Even after receiving of power bill after closure of our steel foundry and disconnection of power service against the assurance given to us by department people with ignorance and not knowing about the clause, we immediately brought to department notice for rectification in Oct,2013 but in vain. Subsequently 3 months bills were generated to total of 7 lakhs approx and carried Forward which is absolute injustice, to me at crisis time.

Ours was sick industry which went to loss and closed in August,2013 due to multiple errors from department side during R&C period and also due to our ignorance.

Kindly pursue our request and waive our 3 months bills generated after informed closure of knowledge about the clause in GTCS to the department people misguiding us. Hence we request you to do justice in this regard.

CGRF-1 assured depending on the Argument went on that day of hearings i.e on 19-11-18 and 24-12-2018 creating hope of justice to us questioning and directing the respondents to act carefully and furnish complete details about the case assuring us to recall for next hearing which was not done even after 3 months. The order was issued without any intimation which we have collected in person when we went to enquire about the progress of the case and the next hearing date having been waiting since 3 months. This was also surprise to us how order was issued one sided without any intimation which is fully one sided, biased and base less against the version of FORUM during trials or hearing stage. The amount finalized by the department after waiver.

Faulty meter is been said as fast by 0.30 min at the time of replacement having not given any written proof that time in spite of our numerous requests and now confirming before CGRF-1 as 0.19 min fast. How we can understand this? No MRI report of the faulty replaced meter is provided.

Is it correct to levy R&C bills as 6 times penalty on found, accepted and replaced faulty meter time reading of our-HT service and above it saying that they have reduced some amount of it as waiver is difficult to understand and indigestible issue. Also three Months bill generation as per clause 5.9.4.2 of GTCS was not mentioned at the time of disconnection nor 3 month notice was asked at that time by the department people and assured us power bills will not be generated. After disconnection of service. Though it can be because of ignorance or lack of knowledge of HT agreement of local department people were totally misguided and ultimately affected, so I request. The 'honourable Ombudsman to kindly consider this issue in case of sick industry to waive this 3 months'bill generated after disconnection of power supply.

Also our 3 months consumption bill after disconnection is carrying Rs 67,697/- as court fees charges from SEP-2013 till NOV-2014 bill which is getting accumulated to our arrears, which we did not understand till today what for it is levied for no mistake of us?

Only satisfaction with CGRF-1 was regarding suggestions and guidance to represent the case to FSA surcharge waiver to DISCOM CMD.

We have run our industry for 15 years and having been in the same field since 30 years paying monthly consumption bills regularly having been paid approximately over 5 crore rupees as power consumption bills so far on my service number MDK-941 and having been seen both ups & downs in the field, I can say to you with confidence that we have not violated any electricity restriction and control norms and functioned always abiding to electricity department rules and regulations giving our consent. We assure you this commitment and welcome you to see our previous history, bills generated sequence on our HT service and payment mode before you taking final decision.

Our's was a small scale industry working with good old employees with limited orders and it is a tough time at the time of closure with heavy competition in the field with market being not encouraging, so we request you to review the R&C bill penalties levied on us due to admitted faulty meter time reading which was replaced 5 years back on our complaint and which is still carried forward as arrears in our bills. To the best of our knowledge we assure you that we have not deviated any permitted time HT consumption during R&C period for our production purpose. Our company was in sick state when closed after R&C period with very limited orders and we cannot bear even these penalties having been incurred huge loss already.

In the event of this present condition, I plead the Hon'ble Ombudsman to do justice by giving complete resolution pertaining to all my disputes which created great mental agony and physical address affecting my health over the last 4-5 years. Also we had downfall in our position over this period due to numerous reasons and ultimately collapsed due to wrong policies and power crisis with inadequate knowledge to the local department people misguiding us. Hence at last, I sincerely request you to completely understand my case and solve our problem as justified issuing me clearance certificate with no dues or no carried forward arrears reflecting to our HT service number MDK-941 and dismantle the service connection MDK-941.

4. The Respondents on the other hand submitted that the Appellant, M/s sathavahana castings, SGR-941, has entered into a HT agreement on 26.07.2006 with a CMD of 252 KVA. Later, the Appellant approached TSSPDCL and requested for disconnection of power supply w.e.f.01.09.2013 vide representation dated 30.08.2013

stating that their unit was running in loss. Based on the request of the Appellant TSSPDCL has disconnected the power supply w. e. f 01. 09. 2013. Subsequently TSSPDCL raised minimum bills for 3 months following the date of disconnection as per Clause 5.9.4.2 of General Terms and conditions of supply (GTCS) and served bills on the Appellant. Later, the said HT Agreement was terminated w.e.f. 01.09.2013 as per clause 5.9.4.2 of General Terms and Conditions of supply (GTCS). While on this, the Appellant in his present appeal stated that the raising of minimum bills for 3 months following the date of disconnection is not Justified. In this connection, the clause relating to termination of agreement laid down in General Terms and Conditions of Supply (GTCS) is placed below for perusal please.

*“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 **one month 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 one month notice period whichever is later. The Company can also terminate the HT Agreement, at any time giving one month 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, 1998. On termination of the HT Agreement the consumer shall pay all sums due under the Agreement as on the date of its termination.”*

As per the above clause GTCS provides for raising of minimum bills for 3 months subsequent to the date of disconnection. Accordingly, TSSPDCL has raised minimum bills for 3 months following the date of disconnection. Hence, the contention of the Appellant that raising of minimum bills for 3 months following the date of disconnection is not justified is not tenable.

Regarding the technical aspect of meter running fast by 30 minutes during September 2012 during which period R&C measures were in force, it is submitted as

per the records of TSSPDCL the old Meter got replaced with a new meter on 28.05.2013 duly rectifying the discrepancies. Since, June 2013 the new meter was in existence and there was no problem with billing as contended by the Appellant.

Further the issue of time in meter ahead of Indian Standard Time (IST) has been referred to the Divisional Engineer/M&P/Sangareddy. On the instructions of the Divisional Engineer/M&P/Sangareddy, the Assistant Divisional Engineer/HT Meters has inspected the premises and found that the time in the meter was 10.36 IST where as the actual time was 10.17 IST at the time of his inspection. Based on the inspection report, the Divisional Engineer/M & P/Sangareddy has verified the MRI dumps and confirmed that the meter was running ahead by 19 minutes during September 2012 to April 2013. Accordingly the bills have already been revised and the excess billed amount of Rs. 2,83,174/- during the above period has been credited to the Appellant in the month of April 2014.

In view of the above, it is submitted that the meter was inspected thoroughly by the concerned officials of the respondent company and the error was rectified with effect from the date of its origin through the help of MRI dumps and the excess billed amount due to wrong display of time in the meter has been duly credited to the Appellant. Hence, the contention of the Appellant that the issue of meter running ahead by 30 minutes during R & C period has not been addressed is not tenable as the same has already been rectified. Further, the defect meter has been replaced in the month of May 2013 by the department. It is further submitted that the FSA amount of Rs. 6,57,761/- is payable by the Appellant along with CC arrears out of which an amount of Rs. 1,59,030/- is stayed by the Hon'ble High Court and the balance of Rs. 4,98,731/- is payable by the appellant together with surcharge till the date of payment as applicable as per the judgment of Hon'ble Supreme Court in SLP (Civil) No. 12398 of 2014 dated 05.07.2016. The FSA stayed by the Hon'ble High Court is payable by the appellant together with surcharge till the date of payment subject to the out of the case pending in the Hon'ble High Court.

Further, it is submitted that the Appellant was served with FORM-A and FORM-B notices dated 28.02.2014 and 24.09.2014 for payment of arrears of Rs. 25,06,634/- accrued as on the date of termination of agreement including surcharge there on.

That the CGRF-I has thoroughly went through the case and passed the judgement as per the rules and regulations in vogue. Further, all the relevant data has been handed over to the appellant during the hearings at CGRF-I. Hence, the contention of the appellant that the bills were raised wrongly by TSSPDCL is not tenable as the bills were raised in accordance with the provisions of GTCS only.

5. In view of the above, reply of the Respondents the Appellant filed the rejoinder stating that the appellant vide letter dated 30.8.2013 filed its notice before SE/OP/Sangareddy for surrender of its Service Connection No. MDK 941 with Contracted Maximum Demand of 252 KVA with a request to dismantle the service immediately.

It is to be noted that the then Hon'ble APERC vide Proceeding No. APERC/Secy./16/2012- 13 dated 1.11.2012, passed the order of Restriction & Control Period with effect from 00 : 00 hours of 7.11.2012 to 31.3.2013 and further extended the same up to September, 2013 reading vide proceeding No. APERC/Secy./131/2013 dated 23. 7. 2013. A copy of Proceeding No. APERC/Secy./16/2012-13 dated 1. 11. 2012 and proceeding No. APERC/Secy. 31 / 2013 dated 23.7.2013 is enclosed.

Please note that as per Para (g) at page No. 11 of proceeding No. APERC/Secy./16/2012-13 dated 1.11.2012 the Respondent No.6 have to give the effect of deration of CMD within one month from the date of receipt of application during these Restriction and Control period. Accordingly, the effect of deration is to be given from 30.9.2013. Hence, the claim of any charges with effect from 1.10.2013 is not correct, illegal and liable to be set aside. In other words the account of the appellant is to be closed / settled as on 30. 09. 2013, duly taking into consideration the Clause 5. 9. 4. 2 of GTCS i.e., "On termination of the HT Agreement the consumer shall pay all sums due under the Agreement as on the date of its termination."

It is also to be noted that as per Clause 19 (a) of proceeding No. APERC/Secy./16/2012-13 dated 1.11.2012 at page No. 10, the actual recorded demand is to be billed. The 80% clause of clause 213. 6 (6) of Tariff Order will not apply during R & C period. During the R & C period the demand charges are applicable as per Clause 19 (a) at page No.10 of proceeding No. APERC/Secy/16/2012-13 dated 1.11.2012. Further, the then Hon'ble APERC vide proceeding No. APERC/Secy/1 54/2013 dated 8.8.2013, waived the penalty of 50% in Clause No. 50 at page No. 22.

It is respectfully submitted that the Hon'ble Supreme Court of India in its order dated 16.11.2000 (LAW (SC)-2000-11-99) held that "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."

IN REPLY TO PARA 5 TO 7

That the Respondent No.6 in para No.6 of its counter categorically admitted that there was 19 minutes difference found in the meter time and actual time. Hence, the bills from September, 2012 to 30.9.2013 are to be revised taking into consideration, MRI Dumps, time difference and Tariff rate applicable as per above said proceedings.

IN REPLY TO PARA 9

In view of the above, explained discrepancies pending at the end of the Respondents, the issue of Form B Notice dated 24.9.2014 for Rs. 25,06,634/-accrued as on the date of termination is not correct, illegal and liable to be set aside.

IN REPLY TO PARA 10

That the Hon'ble CGRF I has not gone through and applied its legal mind properly on the above facts and passed the order dated 31.12.2018 in C.G.No.560/2018-19. Hence, the same is liable to be set aside. In view of the above the appellant pray to this Hon'ble vidyut Ombudsman for the State of Telangana pass an order / award directing the respondents

UNDER SUB CLAUSE 3. 35 OF REGULATION 3 OF 2015

1. To set aside the order dated 31.12.2018 passed in CG No.560 of 2018-19 by Respondent No. 1.
2. To set aside the claim of arrears of Rs. 25,06,634/-claimed vide Form B notice dated 24. 9. 2014.
3. To Furnish the details of amounts payable, if any, as on 30.08.2013 i. e., up to date of termination of HT Agreement along with revised month wise bills and
4. Any other order or orders as may deem fit and proper by the Hon'ble Vidyut Ombudsman for the State of Telangana under the circumstances of the case in the interest of justice and fair play.

6. In the face of the said contentions by both sides the following issues are framed:-

1. Whether the meter of the Appellant was running 30 to 45 minutes ahead of the time and thus the estimation of the Respondents that the meter was running only 19 minutes ahead and hence deducting Rs 2,83,174/- from the bills issued and imposing penalty is not in accordance with the provisions prescribed?
2. Whether issuing bills for a period of three months after the date of disconnection of the meter on their request is against the provisions of the GTCS?
3. Whether the Appellants are entitled for waiver of the penalty imposed by the Respondents?
4. To what relief?

Heard both sides.

Issue Nos. 1 to 3

7. The Appellant in support of his contentions filed the written arguments stating that the Appellant has filed the representation dt.30.08.2013 for surrendered its service connection No. MDK 941 with immediate effect. As per observation of Hon'ble Supreme Court in its judgement dt.16.11.2000, held between Raymond limited V/s Madhya Pradesh Electricity Board that " 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." Hence, the claim of Minimum charges during the period when power is not consumed is not correct and liable to be set aside.

From Sep,2012 to Aug,2013 this period was R&C period. For this period the then Hon'ble APERC issued certain proceedings to be followed in this R&C period. More specifically the timing i.e. off peak and peak. The Appellant claimed that the Respondents categorically admitted that in the timer of the meter there was difference of 30 minutes, afterwards it has been changed to 19 minutes. Due to this difference the consumption of non penalty time will get in to penalty time. For example the off peak consumption get recorded in to peak hour due to which penalty will attract which was 6 times of normal charges. The Respondents have not issued the revised bills of R&C period duly following the conditions stipulated in the proceedings

issued by the then APERC and correction of time. Hence the claim of R&C period are liable to be set aside.

As per Clause 5.9.4.2 of GTCS the Appellant is entitled to pay the dues as on the date of termination of agreement only.

8. The Respondents on the other hand argued that the said contentions of the Appellant are not correct and that the bills issued by them is in accordance with the provisions prescribed under the GTCS.

9. The said averments by both sides clearly go to show that the Appellant i.e. M/s. Sathavahana Castings is a steel foundry having HT service connection bearing HT SC No. SGR 941 and entered into and HT agreement on 26.07.2006 with the Respondents with a CMD of 252 KVA. Later the said industry became a sick unit and hence was closed in the month of Aug'2013. As such the Appellant have given a letter to the Respondents to disconnect their service connection and not to generate any further bills. Hence the Respondents have disconnected the service connection of the Appellant immediately but generated the bills till Dec'2013. Hence the Appellant is opposing the raising of the bills by the Respondents till Dec'2013 apart from the penalties levied by the Respondents during the R&C period and that too with wrong meter readings in spite of the contentions of the Appellants that their unit has sustained losses and hence was closed down. As such claimed that the said bills issued for the period after the disconnection i.e. 30.08.2013, the penalty imposed on the same and the calculation of their units consumed on the faulty meter amounting to Rs 11,00,000/- requires to be withdrawn and waived as their meter was not rectified or replaced for a long period in spite of their repeated requests and representations.

10. The Respondents on the other hand denied the said averments of the Appellant and asserted that the bills raised and the penalty imposed was in accordance with the provisions prescribed, they also claimed that the bills raised for a period of three months after the disconnection of the meter was in accordance with the GTCS rules and further contended that the meter was tested and found to be running 19 Minutes ahead of the actual time as such the bills were rectified accordingly and the excess amount of Rs 2,83,174/- was withdrawn from the bills and the meter was replaced and as such claimed that the Appellants are not entitled for any withdrawal or waiver of the bills.

11. The Appellants contended that the meter was running ahead by 30 minutes during the period of R&C measures and as such the meter was replaced on 20.05.2013 and further that there was no problem with the billing. A perusal of the evidence on record shows that the ADE/HT Meters inspected the said meter of the Appellants and found that the meter was showing the time as 10:36 IST while the actual time was 10:17 IST. The DE/M&P/Sangareddy also verified the said defect through the MRI dumps and reiterated that the meter was running ahead by 19 minutes during the period from Sep'2012 to April'2013 and as such the bills were revised and an amount of Rs 2,83,174/- was credited to the account of the Appellant in the month of April'2014. The said facts that the ADE/HT inspected the meter and the DE/M&P/Sangareddy has verified the MRI dumps is not denied by the Appellants. The contention of the Respondents show that they admitted that the meter of the Appellant was faulty and at the same time supported their contention that the meter was running ahead by 19 minutes is supported by their documentary evidence apart from their oral contentions. While on the other hand the contentions of the Appellants that the meter was running ahead by 30 minutes from the actual time is not supported by any kind of documentary or authentic evidence by the Appellant. Hence on the basis of the said evidence on record it is concluded that the meter of the Appellant was faulty as contended by the Appellants and that it was running 19 minutes ahead of the actual time as contended by the Respondents. The fact that the Respondents have calculated the said 19 minutes as stated above is also supported by the Respondents as per the calculations shown by them as follows:-

MONTH	OLD R&C Bill amount	Revised R&C bill amount	Difference to be withdrawn/raised
09/12	1859	44423	42564
10/12	77070	75905	-1165
11/12	68840	23440	-45400
12/12	208471	174350	-34121
01/13	108615	-70878	-179493
02/13	79200	79200	0
03/13	62215	39915	-22300
04/13	89202	45943	-43259
Total			-283174

The Respondents have also produced a copy of the approval note based on the proposal of the ADE/OP/Patancheru wherein he has proposed for revision of R&C bills consequent to the error in the time of the meter to an extent of 19 minutes in advance than the IST. Thereby an amount of Rs 2,83,174/- was finalised to be withdrawn and credited into the account of the Appellant in the month of April'2014. But on the other hand the Appellants have not adduced any authentic evidence to show that the meter was running 30 minutes ahead of IST. Hence in the said circumstances mentioned above the contention of the Appellant cannot be accepted as such finds that the further revision of the R&C bills as demanded by the Appellants is not tenable.

12. A perusal of the submissions show that the Appellant sought for disconnection of power supply to their meter bearing No. HT SC No. SGR 941 on 30.08.2013 with a request to stop the power connection to their meter w.e.f. 01.09.2013 on the ground that their unit was running under the loss and the Respondents have disconnected the said meter on 01.09.2013 and affected the bills till 01.12.2013 and imposed penalty against the provisions of Clause 5.9.3 of GTCS and relied on the orders passed by the Hon'ble APERC vide proceedings No. APERC/Secy/16/2012-13 dt.01.11.2012 towards the Restriction and Control period which was w.e.f. 00:00 hrs of 07.11.2012 to 09/2013, wherein the para(g) at page No.11 of the above said proceedings is reproduced is hereunder:-

“The distribution companies shall permit de-ration of contracted demand within one month from the date of receipt of application during these Restriction and Control period without any minimum period of two years contractual obligation mentioned in Clause 5.9.3 of GTCS.”

The Appellant stated that as per the above given orders during the R&C period, the Respondent have to give the effect of deration of CMD within one month from the date of receipt of application i.e. from 30.09.2013. It was held that the claim of any charges w.e.f. 01.10.2013 is not correct, illegal and liable to be set aside, thereby it was argued that similarly the account of the Appellant is to be closed/settled as on 30.09.2013 duly taking into consideration of the Clause 5.9.4.2 i.e. on termination of the HT agreement the consumer shall pay all sums due under the agreement as on the date of its termination.

13. In the face of the said contentions by both sides the Court perused Clause 5.9.4.2 of GTCS and found that the said provision was amended on 31.05.2014 vide the proceeding No. APERC/Secy/96/2014. It is also found that the said amendment was subsequent to the application of disconnection of the HT service by the Appellant as such the provisions of amendment does not apply to the Appellant and that the provisions prior to the amendment applies to the Appellant and the said provisions provides that the consumer may terminate the HT agreement by giving a notice for a period not less than three months from the date from when the termination is sought. Hence in this case since the Appellant sought for termination of HT agreement from 01.09.2013 the notice period would be till 01.12.2013 and hence it can be concluded that the act of the Respondents in issuing bills till 01.12.2013 in the face of the request of termination by the Appellant from 01.09.2013 is in accordance with the provisions prescribed under the GTCS. Hence the Appellants cannot claim that the said demand for bills till 01.12.2013 is against the provisions of GTCS. And as such the contention of the Appellant to revise the bills further during R&C period cannot be accepted and as such the question of withdrawing the bills and waiving the penalty does not arise. Hence decides these issues against the Appellant.

14. The Appellant through the rejoinder dt.11.06.2019 raised issues other than the issues that were agitated before CGRF and as such the same are rejected.

Issue No.4

15. In the result the Appeal is dismissed and the Appellant is directed to comply with the demand made by the Respondents under the bills issued by them to the Appellant.

TYPED BY Office Executive cum Computer Operator, Corrected, Signed and Pronounced by me on this, the 30th day of July, 2019.

Sd/-
Vidyut Ombudsman

1. M/s. Sathavahana Castings, represented by Sri. G. Samba Siva Rao,
H.No.11-149/2, Shanthinagar, Patancheru Mandal, Sangareddy Dist -
502319.Cell: 9391040256, 9866852579
2. The AE/OP/Patancheru Town/TSSPDCL/Sangareddy Dist.
3. The ADE/OP/Patancheru/TSSPDCL/Sangareddy Dist.
4. The SAO/OP/Sangareddy/TSSPDCL/Sangareddy Dist.
5. The DE/OP/Patancheru/TSSPDCL/Sangareddy Dist.
6. The SE/OP/Sangareddy Circle/TSSPDCL/Sangareddy Dist.

Copy to :

7. The Chairperson, CGRF-1,TSSPDCL,GTS Colony, Vengal Rao Nagar,
Hyderabad.
8. The Secretary, TSERC, 5th Floor Singareni Bhavan, Red Hills, Lakdikapul,Hyd.