



**BEFORE THE VIDUYUT 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  
VIDUYUT OMBUDSMAN**

SATURDAY THE EIGHTEENTH DAY OF MAY  
TWO THOUSAND AND TWENTY FOUR

**Appeal No. 04 of 2024-25**

Between

Peer Mohd Munna, Jamia Masjid, Nandigama (V), Ramayampet (M), Medak  
District - 502 102. Cell: 9030015574.

**.....Appellant**

**AND**

1. The Assistant Engineer/Operation/Nizampet/TSSPDCL/Medak District.
2. The Assistant Divisional Engineer/Operation/Ramayampet/TSSPDCL/Medak District.
3. The Assistant Accounts Officer/ERO/Toopran/TSSPDCL/Medak District.
4. The Divisional Engineer/Operation/Toopran/TSSPDCL/Medak District.
5. The Superintending Engineer/Operation/Medak Circle/TSSPDCL/Medak District..

**.....Respondents**

This appeal is coming on before me for final hearing on this day in the presence of the appellant in person and Sri K.Ganesh Kumar-AE/OP/Nizampet, Sri M.Sudhakar-ADE/OP/Ramayampet and Sri T.Ranveer Singh-AAO/ERO/Toopran for the respondents and having stood over for consideration, this Viduyut Ombudsman passed the following:-

**AWARD**

This appeal is preferred aggrieved by the Award passed by the Consumer Grievances Redressal Forum -Rural, (in short 'the Forum') of Telangana State Southern Power Distribution Company Limited (in short 'TSSPDCL') in

C.G.No.197/2023-24/Medak Circle dt.26.10.2023, allowing the complaint in part with some directions.

### **CASE OF THE APPELLANT BEFORE THE FORUM**

2. The case of the appellant is that the respondents have released Service Connection No.214000052 in the name of the Secretary, Jama Masjid at Nandigama Village (in short "subject Service Connection"). No regular Namaz was being performed in the said Masjid, except on Fridays. Now a decision is taken to perform Namaz regularly.

3. In January 2023, the appellant and others have contacted respondent no.1 for obtaining a new Service Connection for Masjid. Respondent no.1 has informed about the existence of subject Service Connection with arrears of more than Rs. 1,35,000/-. Thereafter an amount of Rs. 30,000/- was paid as advised by him but the power supply was not restored. The service was kept under 03 UDC status. There is no mistake of the petitioner and others. Hence it was prayed to waive the arrears amount and to provide a meter by extending power supply to the Masjid.

### **WRITTEN SUBMISSIONS OF THE RESPONDENTS**

4. In the written reply filed by respondent No. 1 before the learned Forum, it is, inter-alia, submitted that they noticed an amount of Rs. 1,39,453/- as the arrears on the subject Service Connection as in June 2023. The subject Service Connection was billed under UDC from September 2007 due to non

payment of CC charges. The service was disconnected in June 2023.

5. In the written reply filed by respondent No. 3 before the learned Forum, he too mentioned similar contents as mentioned in the written reply of respondent no.1.

#### **AWARD OF THE FORUM**

6. After considering the material on record and after hearing both sides, the learned Forum has allowed the complaint in part. It directed to withdraw the fictitious demands and also directed the respondents to collect an amount of Rs.38,692.27/- arrears as in January 2008 (which includes four months minimum bill after date of disconnection) duly adjusting the available Security Deposit along-with applicable surcharge etc.,

7. Aggrieved by the said Award of the learned Forum, the present appeal is preferred, contending among other things, that since more than (20) years no bills were issued to the subject Service Connection and recently only a bill was generated for an amount of Rs.1,13,000/-. Therefore it is prayed to allow the appeal, to waive the incorrect bill and to direct the respondents to release a new Service Connection.

#### **WRITTEN SUBMISSION OF THE RESPONDENTS**

8. In the written reply filed by respondent No. 3, before this Authority, it is, inter-alia, submitted that as per the Award of the Hon'ble Forum an amount of Rs.47,028/- was withdrawn and an amount of Rs.100/- pertaining to

Security Deposit was adjusted to CC on 23.12.2023. As per Electronic Billing System (in short 'EBS') the subject service is having arrears of Rs.36,689/- as on 09/2007, four months minimum charges of Rs.617/- and additional charges of Rs.60,279/- is levied for delayed payment of charges . The total due amount is Rs.97,585/-. The consumer has already paid Rs.32,750/-. The balance amount payable is Rs.64,835/- for dismantling the service.

### **ARGUMENTS**

9. It is argued by the appellant that no electricity was consumed from the subject Service Connection since a long time as Namaz was not offered in the subject Masjid regularly; that when the appellant approached the respondents for new Service Connection to the Masjid a huge amount is shown as arrears of electricity; that no notice was even issued by the respondents demanding payment of alleged arrears and hence it is prayed to waive the arrears and surcharge amount and to direct the respondents to release new Service Connection to the subject Masjid.

10. On the other hand, it is submitted by the respondents that the respondents have released the subject Service Connection to the Masjid long-back and huge amount of arrears of electricity bill is due payable to the respondents and they have calculated the arrears as per the Award of the learned Forum and unless an amount of Rs.60,279/- towards surcharge is paid the dismantling of the subject Service Connection and release of new

Service Connection is not possible.

## **POINTS**

11. The points that arise for consideration are:-

- i) Whether the respondents are entitled to demand Rs.60,279/- towards surcharge amount on the subject Service Connection?
- ii) Whether the Award of the learned Forum is liable to be set aside? and
- iii) To what relief?

## **POINT Nos. (i) and (ii)**

### **ADMITTED FACTS**

12. It is an admitted fact that initially the respondents have released the subject Service Connection on 03.07.1978. It is also an admitted fact that an amount of Rs.37,750/- was paid by the appellant including Rs.5,000/- paid after filing the present appeal.

### **SETTLEMENT BY MUTUAL AGREEMENT**

13. Both the parties have appeared before this Authority. Efforts were made to reach a settlement between the parties through the process of conciliation and mediation. However, no settlement could be reached. The hearing, therefore, continued to provide reasonable opportunity to both the parties to put-forth their case and they were heard.

## **REASONS FOR DELAY IN DISPOSING OF THE APPEAL**

14. The present appeal was filed on 27.04.2024. This appeal is being disposed of within the period of (60) days as required.

## **CRUX OF THE MATTER**

15. The written reply filed by respondent No.3 before this Authority discloses that after the Award was passed by the learned Forum an amount of Rs.47,028/- was withdrawn as fictitious demand raised by the respondents as directed by the learned Forum. Rs.100/- Security Deposit was also adjusted. Now the respondents are demanding Rs.60,279/- towards belated payment surcharge. Therefore the only question to be decided in this appeal is whether the consumer is liable to pay surcharge as directed by the learned Forum.

16. At this stage it is desirable to refer to the relevant views expressed by the learned Independent Member of the Forum. In Para VIII of the Award of the learned Forum, it is observed as under:-

### **“ VIII Views of the Independent Member**

1. This case exemplifies a clear instance of negligence on the part of the respondent officers. As per Clause 5.9.4.3 of GTCS, respondent officers ought to have sent notice for termination of LT agreement after lapse of (3) months of disconnection period and consequently dismantled the service. Rather they have been billing the consumer from September 2007 under UDC i.e., a period of almost (16) years.

The learned Member while referring to Clause 5.9.4.3 of General Terms and Conditions of Supply ( in short 'GTCS') has rightly observed that no notice as required under the said Clause was given to the consumer and the claim of the

respondents demanding arrears is after (16) years. Now it is necessary to refer to Clause 5.9.4.3 of GTCS, which is as under:-

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 phased 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.

As per this Clause it is mandatory for the respondents to issue one month's notice to the consumer, within three months from the date of disconnection to terminate the agreement. Such notice was not given by the respondents. Apart

from that this Clause does not authorise the respondents to levy surcharge on the amount due.

17. Now it is also necessary to refer to Clause 10.28.8 of Tariff Order FY 2023-24, which is as under:-

**10.28.8 Additional Charges for Belated Payment of Charges:** The Licensees shall charge the Delayed Payment Surcharge (DPS) per month on the bill amount at the rate of 5 paise/Rs.100/day or Rs.550/- whichever is higher. In case of grant of instalments, the Licensee shall levy interest at the rate of 18% per annum on the outstanding amounts, compounded annually and the two charges shall not be levied at the same time.

This Clause authorised imposing of surcharge. But the respondents have to mention the said surcharge in the bill issued. This bill was admitted not issued by the respondents. Thus the respondents have failed to comply with these two Clauses. When once the respondents have not followed these Clauses, no surcharge can be levied on the consumer. Accordingly, I hold that the respondents are not entitled to levy a surcharge of Rs.60,279/-.

18. As per the Award of the learned Forum the arrears as in January 2008 is: Rs.38,692/-  
The amount already paid by the consumer (including Rs.5,000/-) paid after filing this appeal is: Rs.37,750/-  
Balance amount is Rs.942/-  
However, the respondents have also give credit of Rs.100/- Security Deposit.

19. In view of the above factors I hold that the consumer (appellant) is liable to pay Rs.842/- only. Accordingly I hold that the respondents are not entitled to demand Rs.60,279/- towards surcharge on this subject Service



Connection and the Award of the learned Forum is liable to be set aside to this extent. These points are decided accordingly.

**POINT No. (iii)**

20. In view of the findings on point Nos. (i) and (ii), the appeal is liable to be allowed in part.

**RESULT**

21. In the result Appeal is allowed in part. The appellant is directed to pay **Rs.842/- (Rupees eight hundred forty two only)** (arrears as on January 2008 Rs. 38,692/- (Minus) total amount paid by the appellant till date Rs.37,750/-) (plus) Rs.100/- security deposit to the respondents. On receipt of the said amount, the respondents are directed to dismantle the subject Service Connection and release the new Service Connection to the appellant as per Rules.

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 the 18th day of May 2024.

**Sd/-  
Vidyut Ombudsman**

1. Peer Mohd Munna, Jamia Masjid, Nandigama (V), Ramayampet (M), Medak District - 502 102. Cell: 9030015574.
2. The Assistant Engineer/Operation/Nizampet/TSSPDCL/Medak District.
3. The Assistant Divisional Engineer/Operation/Ramayampet/TSSPDCL/Medak District.
4. The Assistant Accounts Officer/ERO/Toopran/TSSPDCL/Medak District.
5. The Divisional Engineer/Operation/Toopran/TSSPDCL/Medak District.
6. The Superintending Engineer/Operation/Medak Circle/TSSPDCL/Medak District..

**Copy to**

7. The Chairperson, Consumer Grievances Redressal Forum of TSSPDCL-Rural, H.No.8-03-167/14, GTS Colony, Yousufguda, Hyderabad.

