



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

TUESDAY THE ELEVENTH DAY OF JUNE
TWO THOUSAND AND TWENTY FOUR

Appeal No. 07 of 2024-25

Between

M/s. Sree Chakra Industry, represented by Sri J Chandra Shekar, Managing Partner, Turkapally (M), Yadadri Bhongir District - 508 116. Cell: 9703018090.

.....**Appellant**

AND

1. The Assistant Engineer /Operation/M.T.Pally/TGSPDCL/Yadadri District.
2. The Assistant Divisional Engineer/Operation/Bhongir/TGSPDCL/Yadadri District.
3. The Assistant Accounts Officer/ERO/Bhongir/TGSPDCL/Yadadri District.
4. The Divisional Engineer/Operation/Bhongir/TGSPDCL/Yadadri District.
5. The Superintending Engineer/Operation/Yadadri Circle/TGSPDCL/Yadadri District.

.....**Respondents**

This appeal is coming on before me for final hearing on 06.06.2024 in the presence of the appellant, virtually and Sri B. Bikshapathi - AE/OP/M.T. Pally, Sri R. Ananda Reddy - ADE/OP/Bhongir and Sri M.R.Ravinder - JAO/ERO/Bhongir for the respondents, virtually and having stood over for consideration, this Vidyut Ombudsman passed the following:-

AWARD

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

C.G. No.307/2023-24/Yadadri Circle dt.08.04.2024, rejecting the complaint.

CASE OF THE APPELLANT BEFORE THE FORUM

2. The case of the appellant before the learned Forum is that the appellant is a sick industry since March 2022. The appellant paid Rs.60,000/- to the respondents towards the electricity bill for two months. On 25.02.2023, a letter was given on behalf of the appellant to the respondents for stopping the bill and to remove the power supply in February 2023. An intimation was also given to the respondents that the appellant is planning to shift the industry to Halia, Nalgonda Division. The respondents have not stopped the billing and it paid regular minimum charges for (4) months for its disconnection upto August 2023. The appellant paid minimum monthly charges by adjusting the deposit and balance Rs.8,000/- in cash. Another letter dt.21.08.2023 was given by the appellant to respondent No.2 for taking No Objection Letter to transfer of the service of the appellant. The said certificate was given to the appellant on 30.08.2023. Accordingly, it is prayed to waive the minimum charges from 25.02.2023 till the date of shifting of the service to Nalgonda District.

WRITTEN SUBMISSIONS OF THE RESPONDENTS

3. In the written reply filed by respondent No. 2 before the learned Forum, it is, inter-alia, submitted that the service connection No.5211400660 Category-IIIB with contracted load of 98HP of the appellant at Ibrahimpur Village in M.T.Pally Section was disconnected with F/R 9871 in March 2023. Thereafter it was kept under bill stop status in August 2023 due to non

payment of arrears. The LT agreement was terminated by respondent No.3. As per procedure for transfer of service, the consumer has to register a new complaint.

4. In the written reply filed by respondent No. 3 before the learned Forum, it is, inter-alia, submitted that on receipt of proposal to convert the subject Service Connection to Billstop and also to shift the appellant unit from the existing place to Nalgonda District, the subject Service Connection was converted to Bill stop on 09.08.2023. On 25.08.2023, the consumer approached for adjustment of the Security Deposit to convert CC bills. The Security Deposit of Rs.48,999/- was adjusted to CC bill on 29.08.2023. On 29.01.2024, the consumer requested to activate the subject Service Connection. Accordingly a demand notice was issued to the consumer to pay a sum of Rs.85,836/- for converting the service from Bill stop to Live.

AWARD OF THE FORUM

5. After considering the material on record and after hearing both sides, the learned Forum has rejected the complaint.

6. Aggrieved by the said Award of the learned Forum, the present appeal is preferred, contending among other things, that the subject Service Connection was used from 06.02.2021 to April 2022. In April 2023, minimum charges up to February 2023 were paid. There is delay in shifting the subject Service Connection. Further the respondents have not charged minimum

charges for new connection from 22.06.2020 to 06.02.2021. A sum of Rs.3,11,567/- was paid by the appellant to the respondents apart from other charges. The appellant industry was running only for two months from 06.02.2021. Monthly minimum charges of Rs.6,900/- were paid up to February 2023. Therefore it is prayed to waive the minimum charges from February 2023 to May 2024.

WRITTEN SUBMISSIONS OF THE RESPONDENTS

7. In the written reply filed by respondent No. 3, before this Authority, he has reiterated the contents of his written reply filed before the learned Forum.

ARGUMENTS

8. The appellant has submitted that the appellant industry sustained loss in the business and an application was made for shifting the subject Service Connection to Halia Nalgonda District. Hence it is prayed to waive the minimum charges.

9. On the other hand, the respondents have submitted that as per the relevant Clauses of GTCS, the appellant is liable to pay the minimum charges and there is no scope for waiving the same. Hence it is prayed to reject the appeal.

POINTS

10. The points that arise for consideration are:-
- i) Whether the appellant is entitled for waiving the minimum charges as prayed for?
 - 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

11. It is an admitted fact that the respondents have released the subject Service Connection at Turkapally (M), Bhongir District. It is also an admitted fact that the appellant paid the minimum charges and now it is claiming refund of the same.

SETTLEMENT BY MUTUAL AGREEMENT

12. Both the parties have appeared before this Authority virtually. 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

13. The present appeal was filed on 21.05.2024. This appeal is being disposed of within the period of (60) days as required.

CRUX OF THE MATTER

14. The appellant has given representation dt:25.02.2023 to respondent No.2 - ADE/OP/Bhongir to stop the billing and to remove the power supply in the month of February 2023 and gave the intimation that they are planning to shift the industry from Bhongir Division to Halia, Nalgonda Division. The same service was disconnected with F/R 9871 in the month of March 2023 last week and later it was Bill stopped in the month of August 2023 due to non payment of huge arrears. The appellant has given another representation to respondent No.2 on 21.08.2023 and taken No Objection Certificate (in short 'NOC') letter to transfer the subject Service Connection from Bhongir to Nalgonda Division.

15. Respondent No.3 has stated that the appellant approached their office for adjustment of his available Security Deposit to convert to CC bill as it has incurred heavy losses. In view of the proposal the available Security Deposit has been adjusted to CC bill on 29.08.2023 and No Due Certificate was issued by JAO/ERO/Bhnogir on 30.08.2023.

16. On 29.01.2024 the appellant once again approached respondent No.3 and requested for demand notice for payment. Then respondent No.3 AAO has issued notice for payment of Rs.85,836/- for converting the service from Bill stop to live and the same was paid by the appellant on 03.02.2024.

17. In view of the non usage of the power and incurred heavy losses in business by the appellant requested to waive the minimum charges from

February 2023 to May 2024 as this period is only the processing period for shifting of the service. Here it is necessary to refer Clause 5.9.4.3 of General Terms and Conditions of Supply (in short 'GTCS') which is as follows:-

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 the above Clause, after completion of four months period from the date of disconnection, the respondents have bill stopped the subject service

connection and issued NOC to the appellant in the month of August 2023. Later on as per the appellant's request dt.29.01.2024 to activate the service, respondents raised the demand notice for minimum charges for entire period as the appellant interested in shifting of the service to Halia, Nalgonda Division. The procedure followed by the respondents is correct.

18. As far as shifting of the subject service is concerned, both sides have submitted that the process of shifting of the subject service from the present place is completed. In view of the above factors, there is no scope to refund the amount of minimum charges already paid by the appellant. Accordingly, I hold that the minimum charges paid by the appellant is not liable to be refunded as prayed for and the Award of the learned Forum is not liable to be set aside. These points are decided accordingly against the appellant and in favour of the respondents.

POINT No. (iii)

19. In view of the findings on point Nos. (i) and (ii), the appeal is liable to be rejected.

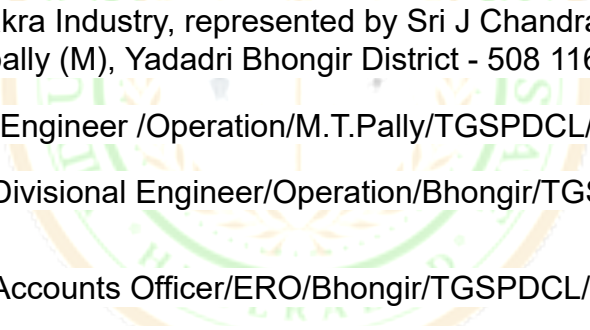
RESULT

20. In the result, the appeal is rejected confirming the Award passed by the learned Forum.

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 11th day of June 2024.

**Sd/-
Vidyut Ombudsman**

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1. M/s. Sree Chakra Industry, represented by Sri J Chandra Shekar, Managing Partner, Turkapally (M), Yadadri Bhongir District - 508 116. Cell: 9703018090.
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Copy to

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