



**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

Saturday the Fifth Day of October 2019

**Appeal No. 08 of 2019-20**

Preferred against Order dt:30.04.2019 of CGRF in  
CG No.756/2018-19 of Rajendra Nagar Circle

Between

Sri. M/s. Sunder Ispat Limited, represented by Sri. Girish Agarwal,  
#2-1-41, Tobacco Bazar, Secunderabad - 500 003. Cell: 70362 05211.

... Appellant

**AND**

1. The ADE/OP/Gaganpahad/TSSPDCL/RR Dist.
2. The DE/OP/Rajendra Nagar/TSSPDCL/RR Dist.
3. The SAO/OP/Rajendra Nagar Circle/TSSPDCL/ RR dist.
4. The SE/OP/Rajendra Nagar Circle/TSSPDCL/RR Dist.

... Respondents

The above appeal filed on 13.05.2019, coming up for final hearing before the Vidyut Ombudsman, Telangana State on 25.09.2019 at Hyderabad in the presence of Kum. Nishitha - On behalf of the Appellant Company and Sri. G. Lokeshwaraiah - SAO/OP/Rajendra Nagar for the Respondents and having considered the record and submissions of both parties, the Vidyut Ombudsman passed the following;

**AWARD**

This is an Appeal against the orders of the CGRF/Rajendra Nagar Circle in CG No. 756/2018-19 dt.30.04.2019.

2. The Appellant contended that he filed a complaint before the CGRF vide CG No. 756/2018-19 seeking to set aside the Form A notice dt.08.10.2018 and to set aside the claims of the Respondents towards CC dues, surcharge, FSA and wheeling

charges and the learned CGRF failed to appreciate his pleadings and the evidence adduced by him and rejected the same, as such aggrieved by the same the present appeal is filed.

3. The Appellant contended before the Ombudsman that The Appellant is a company registered under the Companies Act under the name and style of M/s.Sunder Ispat Limited situated at 2-1-41, Tobacco Bazar, Secunderabad-500003, represented by its Director Sri. Girish Agarwal and having a HT consumer bearing no HT.No RJN 842 for supply of energy and demand from the respondents.

That the Respondent No. 5 issued Form A notice to the appellant vide notice no. SE/OP/RJN/SAO/JAO/HT/D. No.249/18 dated 8.10.2018 for Rs. 4,49,90,248/- as on 30.9.2018 without furnishing any details of their claim. Aggrieved by the same the Appellant approached before the Respondent No.5 vide its letter No. SIL/F. Form A/dated 16.2.2019 with a request to furnish the details and withdraw the notice. But the Respondent No.5 has not given any response hence, the Appellant approached before the CGRF vide CG No. 756/2018-19/ Rajendra Nagar circle.

In view of the above said facts, the Appellant prayed this Hon'ble authority to allow the present appeal directing the respondents:-

**UNDER SUB CLAUSE 3.35 OF REGULATION 3 OF 2015:**

1. To set aside the order dated 30.4.2019 of CG.No 756/2018-19/Rajendranagar circle passed by Respondent No 1.
2. To set aside the Form A notice bearing No SE/OP/RJN/SAO/JAO/HT/D no 249/2018 dated 8.10.2018 issued by respondents no 5.
3. To set aside the claim of Rs.1,80,28,725/- of CC dues as on 21.9.2017.
4. To set aside the claim of Rs. 33,71,372/- of surcharge of the period from 21.9..2017 to 30.9.2018 for 374 days i.e after termination of HT agreement.
5. To set aside the claim of Rs.14,35,703/-of FSA.
6. To set aside the claim of Rs.2,21,54,448/- of wheeling charges.
7. To furnish the details of any due amount unpaid by the complaint as on 21.09.2017.

4. The Respondents on the other hand stated that the Appellant is a HT consumer namely M/s. Sunder Ispat Ltd bearing SC No. RJN842 released on 04.11.1999 under Cat-I(A).

That the service was disconnected on 21.05.2017 due to Non-payment of arrears of Rs 1,62,72,915.68 and the same was intimated to the complainant giving 15 days notice as per Clause 5.9.4.3 of GTCS of supply. Even after issuing a notice the complainant had not come forward to make payment, accordingly as per above clause the agreement was terminated after four months (three month minimum and one month notice period) from the date of disconnection i.e.21.09.2017.

Further it is to submit that, the claim of dues upto termination of agreement of Rs 1,80,28,725/-. The terminated arrears are calculated as follows:-

CC dues due to after adjustment of Security Deposit (Rs 1,45,72,700/- to CC arrears as per the Orders issued by Hon'ble CGRF vide CG No. 420/2015 dt.28.11.2015	Rs - 5,44,326/- (Credit balance)
i. FSA Demand along with delay payment surcharge raised as per Hon'ble Supreme Court Common order vide C.A.No.5542/2016	Rs 1,32,95,120/-
li. CC demand from 09/2016 upto termination of agreement ie. 21.09.2017 as complainant has not paying the CC bills from 05/2016 onwards	Rs 53,82,931/-
Security Deposit available as on Termination of agreement	Rs - 1,05,000/- (Credit balance)
Arrears as on date of termination of agreement	Rs 1,80,28,725/-

Month wise details of FSA demand raised for Rs 1,32,95,120/- as per Hon'ble Supreme Court common order under C.A.No.5542/2016 are as follows:-

Consumption Months	FSA Rate (Paise/Kwh)	FSA Amt
Dec'11	0.9847	1606469.76
Feb'11	0.9494	1745398.80
Jan'12	0.9494	1774884.31
Mar'12	0.9494	1296686.72

Apr'12	1.3275	3424901.5
Total FSA		9848341.15
DPS on FSA as per orders of the Hon'ble Supreme Court 18% P.A.		13295120

Details of month wise CC charges from 07/2016 to the date of termination of agreement are furnished here under:-

Month	CC Bills
Sep'17	356023
Aug'17	355349
Jul'17	350503
Jun'17	353737
May'17	349141
Apr'17	407219
Mar'17	402515
Feb'17	431138
Jan'17	420044
Dec'16	423657
Nov'16	441208
Oct'16	431209
Sep'16	297136
Aug'16	226760
07/2016 - After adjusted Cr Bal	137292
<b>Total:</b>	<b>5382931</b>

Further it is to submit that the claim of delayed payment surcharge from termination of agreement to date of issue of Form-A an amount of Rs 33,71,372/- on terminated arrears except court case amount, as per the A.P.State Electricity Board (Recovery of dues) Rules,1985 (G.O.Ms.No. Energy, Environment, Science and Technology (Pr-11) Dt. 1st, Oct,1985.

Bills for dues (1) Every bill for dues payable to the Board by a debtor shall be in Form "A", (2) If the debtor fails to pay the dues on or before the date specified in the billing the prescribed authority may serve or cause to serve, a notice of demand indicating in addition to the amount specified in the bill a penalty at the rate of two percent per month or part thereof for the delay, beyond the due date and costs if any.

That the clause 5.9.4.2 of GTCS is applicable where the consumer requests for voluntary termination duly coming forward to pay the dues as on the date of termination. In the case of voluntary termination, there will be no dues after termination of agreement as the consumer pay all the dues as on the date of termination.

In the present case agreement was terminated forcibly applying the clause 5.9.4.3 of GTCS for non payment of arrears. As the consumer does not pay the dues existing as on the date of termination, penal charges i.e. delay payment surcharges applicable on the terminated arrears from the date of termination to the date of payment of all dues.

Further the agreement was terminated as per Clause 5.9.4.3 of GTCS, but the complainant stating that the agreement was terminated as per Clause 5.9.4.2, which is not applicable in the present case.

That Non levied FSA of Rs 14,35,703/- pending at Hon'ble Supreme Court as such this office is not insisting for payment and also not levied any delay payment surcharge on it. If consumer wants for dismantlement of the service before finalisation of court case, consumer has to pay levied FSA and Non-Levied FSA (which are pending in the Hon'ble Court) under protest, as there is no chance of recovery from the consumer after dismantlement of service, if Hon'ble Court orders comes in favour of the Respondent.

That the wheeling charges in cash of Rs 2,21,54,448/- pending at the Hon'ble Supreme Court as such this office is not insisting payment also not levied any delay payment surcharge on it. If consumer wants for dismantlement of the service before finalisation of Court case, consumer has to pay levied FSA and Non-Levied FSA (which are pending in the Hon'ble Court) under protest, as there

is no chance of recovery from the consumer after dismantlement of service, if Hon'ble Court orders comes in favour of the Respondent.

In view of the above submission it is requested to arrange to dismiss the grievance of the consumer or pass such other suitable orders in the matter.

5. In view of the above averments by the Respondents, the Appellant filed a rejoinder stating that That as on 28.11.2015 as per order dated 28.11.2015 of CG.No 420/2015 after adjustment of Rs. 1,45,72,700/- of Security Deposit and amount of Rs 5,44,326/- is having in credit balance.

Again as on July, 2016 in para (ii) admitted that for July, 2016 after adjustment of credit balance of security deposit of Rs. 5,44,326/- and amount of Rs. 1,37,292/- is balance of July, 2016 billing month.

Along with balance of Rs. 1,37,292/- of August, 2016 to September,2017 and amount of Rs.53,82,931/- is showing dues as on September, 2017. In this regard please note that from April,2016 towards the company is not in operation. The major portion of Rs.53,82,931/- is DPS,FSA surcharge etc apart from minimum charges. As the Appellant stopped making payment from march, 2016 onwards the Respondents could have terminated the HT agreement by giving one month notice as per amended clause 5.9.4.2 of GTCS i.e with effect from April,2016 onwards. Hence the termination of HT agreement should be effected from April, 2016 instead of September, 2017 and the claim of Rs 53,82,931/- to be withdrawn.

In para 3(i) the FSA of April, 2012 month is claimed as Rs.34,24,901/- whereas the equal amount FSA amount claimed in November, 2012 of Rs. 24,46,500/- hence and amount of Rs. 9,78,401/- excess shown which is liable to be set aside. A copy of bill dated 26.11.2012 of November 2012 month is enclosed . Further an amount of Rs, 34,46,778/- is added towards DPS on FSA as per order of Hon'ble Supreme Court at 18% PA which is liable to be set aside as the Respondents claimed the DPS on FSA in regular bills also during the period from august 2016 to September 2017.

IN REPLY TP PARA 4: The claim of Rs 33,71,372 towards DPS from 21.9.2017 to 30.9.2018 from date of termination to 30.9.2018 is illegal and in violation of clause 5.9.4.2 of GTCS. Hence the same is liable to be set aside. The relevant portion of clause 5.9.4.2 is "on termination of the HT agreement the consumer

shall pay all sums due under the agreement as on the date of its termination. For kind information and ready reference of this Hon'ble authority. It is pertinent to note that this Hon'ble authority in similar Appeal No. 44 of 2018 vide order dated 12.11.2018 allowed the appeal.

IN RELY TO PARA 5-7: in the amended clause No 5.9.4.2 of GTCS in respect of termination of HT agreement mentioned that if the consumer violates the terms of the HT agreement the respondents can also terminated the ht agreement by giving one month notice. No provision of forcible termination or voluntary termination is given. Hence the continuation of the respondents No.5 is not maintainable.

IN REPLY TO PARA 8: The FSA amount of Rs. 14,35,703 is pending before Honble Court hence, the same is subjudice.

IN REPLY TO PARA 9: The claim of Rs 2,21,54,448/- towards wheeling charges is illegal, arbitrary and liable to be set aside as the appellant is not liable to pay the same. The obligation of payment of wheeling charges is existing between the generator and the respondents. This Appellant is no way concerned. The court case pending before the Hon'ble High Court is between the generator and the Respondents the Appellant is not at all a party in the case. Hence the Appellant is not liable to pay the wheeling charges even if the case decided in favour of the Respondents. A copy of case status obtained from the web side of hon'ble high court of WP.No 2899 and 2896 of 2005 which are pertaining to the two generator is enclosed for kind information and ready reference of the Hon'ble authority.

It is also to be noted that the SE/OP/RR circle vide its letter no SE/OP/RRC(S)/SAO/HT/D.No 590/05 dated 10.3.2005 informed the interim direction of Hon'ble high court to pay 2% of wheeling charges only. A copy of letter no SE/OP/RRC/SAO/HT/D.No 590/05 dated 10.3.2005 is enclosed as Annexure III .

**Heard both sides.**

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

1. Whether the Form-A notice bearing No.SE/OP/RJN/SAO/JAO/HT/D.No.249/2018 dt.08.10.2018 issued by the Respondents is liable to be set aside as claimed by the Appellant?

2. Whether the claim of the Respondents of Rs 1,80,28,725/- towards CC dues as on 21.09.2017, Rs 33,71,372/- towards surcharge for the period from 21.09.2017 to 30.09.2018 after the termination of the HT agreement, Rs 14,35,703/- towards FSA charges and Rs 2,21,54,448/- towards wheeling charges are liable to be set aside as contended by the Appellant?
3. Whether the Appellants are entitled for the details of any due amount unpaid by the complainant as on 21.09.2017? And
4. To what relief?

#### **Issue Nos. 1 & 2**

7. A perusal of the documentary evidence on record shows that the HT Service connection bearing SC No. RJN842 is the HT consumer under name M/s. Sunder Ispat Ltd., released on 04.11.1999, under Category I(A). That the Respondent No.4 SE/OP/Rajendranagar, vide notice No. SE/OP/RJN/SAO/JAO/HT/D.No.249/2018 dt.08.10.2018, issued form A under section -rule 4(1) of A.P.S.E. Board (recovery of dues) rules, 1985. That a sum of Rs 4,49,90,248/- is due, the statement of account is given below:-

<b>Sl.No.</b>	<b>Description Of the Amount</b>	<b>Amount in Rs</b>
1.	CC dues after termination of agreement on 21.09.2017 after adjusting SD	1,80,28,725.00
2.	Delay payment surcharge from 21.09.2017 to 30.09.2018 for 374 days @5 paise/RS 100/Day	33,71,372.00
	Total	2,14,00,097.00
	FSA not levied in CC bills as per Court stay	14,35,703.00
	Wheeling charges pending the Court	2,21,54,448.00
	<b>Net payable</b>	<b>4,49,90,248.00</b>

Notwithstanding the above, the Appellant approached the Respondent No.4 vide Letter dt.16.02.2019 with a request to furnish the details and withdraw the notice. On getting no response the Appellant stated to have preferred an appeal



before the CGRF in CG No. 756/2018-19/Rajendra Nagar Circle. It was claimed that the CGRF has not considered the facts and evidence filed by the Appellant and also not considered the order dt.20.11.2018 passed in Appeal No. 44 of 2018 by this authority and disposed their appeal rejecting their plea.

8. The following grounds was taken by the Appellant to be considered towards his appeal :-

- a. The claim of CC dues of Rs 1,80,28,725/- after termination of agreement on 21.09.2017 after adjusting the Security Deposit is not correct. As per their record no such amount is payable by the Appellant. That the action of the Respondents in respect of adjustment of security deposit without any notice and confirmation from the Appellant is illegal and arbitrary. Hence the same is liable to be set aside.
- b. The claim of Rs 33,71,372/- towards surcharge from 21.09.2017 to 30.09.2018 for 374 days @ 5 paise/Rs.100/Day is illegal and in violation of amended clause No. 5.9.4.2 of GTCS issued vide proceeding No. APERC/Secy/96/2014 dt.31.05.2014 by Hon'ble TSERC. It is pertinent to note that the Respondent No.3 is not entitled to claim any amount after the date of termination of HT agreement hence, the same is liable to be set aside.
- c. The claim of Rs 14,35,703/- under the caption of "FSA Not levied in CC bills as per court stay" itself is an admission of Respondent No.3 of sub judice as on date;
- d. The claim of Rs 2,21,54,448/- under the caption of "Wheeling charges pending in court" itself is an admission of Respondent No.3 of Sub-Judice as on date and
- e. The Respondents have terminated the HT agreement of Appellant as on 21.09.2017, hence as per amended clause 5.9.4.2 of GTCS vide proceeding No. APERC/Secy/96/2014 dt.31.05.2014, the Respondents are entitled to claim amounts if any unpaid by the Appellant as on 21.09.2017 only.

Hence pleaded to set aside the above said amounts claimed under various heads.

9. In response to the above grounds the Respondent No.4 has given the following written submissions:-

**Breakup of the amount of Rs 1,80,28,725/- dues upto the termination of the agreement:-**

CC dues due to after adjustment of Security Deposit (Rs 1,45,72,700/- to CC arrears as per the Orders issued by Hon'ble CGRF vide CG No. 420/2015 dt.28.11.2015	Rs - 5,44,326/- (Credit balance)
i. FSA Demand along with delay payment surcharge raised as per Hon'ble Supreme Court Common order vide C.A.No.5542/2016	Rs 1,32,95,120/-
li. CC demand from 09/2016 upto termination of agreement ie. 21.09.2017 as complainant has not paying the CC bills from 05/2016 onwards	Rs 53,82,931/-
Security Deposit available as on Termination of agreement	Rs - 1,05,000/- (Credit balance)
Arrears as on date of termination of agreement	Rs 1,80,28,725/-

**Details of month wise CC charges from 07/2016 to the date of termination of agreement are furnished here under:-**

Month	CC Bills
Sep'17	356023
Aug'17	355349
Jul'17	350503
Jun'17	353737
May'17	349141
Apr'17	407219
Mar'17	402515
Feb'17	431138
Jan'17	420044
Dec'16	423657
Nov'16	441208
Oct'16	431209

Sep'16	297136
Aug'16	226760
07/2016 - After adjusted Cr Bal	137292
<b>Total:</b>	<b>5382931</b>

The Respondents claimed that the delayed payment surcharge of Rs 33,71,372/- was levied on the amount due and not on the amounts related to court cases, which is based on the provisions laid down in the A.P.S.E.B (recovery of dues) rules 1985. That the clause 5.9.4.2 of the GTCS relied on by the Appellant against the claim of Rs 33,71,372/- towards surcharge is not relevant to the present case, since the Appellant has not sought the termination of the agreement. That the clause 5.9.4.3 of the GTCS is the relevant clause wherein the termination of agreement is enforced consequent to non payment of the arrears and continued to remain under disconnection. Further the Respondents held that the subject of FSA of Rs 14,35,703/- and Rs 2,21,54,448/- towards wheeling charges is pending at Hon'ble Supreme Court, as such they are not insisting for payment and also no delayed payment surcharges were levied subject to outcome of the cases. In case the Appellant wants to dismantle the service connection, they are liable to pay the amount, since there will be no chance of recovery after the dismantlement.

**10. Termination of HT agreement:-** The Appellant urged that the operations of the industry were stopped from April,2016, consequently the payments were made upto March'2016 month bill paid in the month of April,2016. Thereby based on the amended clause 5.9.4.2 of the GTCS, it is claimed that the Respondents should have terminated the agreement w.e.f. April'2016 onwards.

In order to understand the dispute the clause 5.9.4.2 of the GTCS vide proceeding No.APERC/Secy/96/2014 dt.31.05.2014 is reproduced here under;-

*“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 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 deratoe the CMD or terminate the agreement before the expiry of the minimum*

*2 year period of 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.”*

A plain reading of the above said clause mandates that if a consumer is seeking termination of the HT agreement voluntarily has to give one month notice in writing expressing his intention to do so. There is no such application placed on record from the Appellant for seeking termination of the HT agreement, consequently there will not be any obligation on the Respondents to terminate the agreement after one month. The relevant clause in such a situation where the supply to the HT connection is disconnected over non payment of arrears, as in this case, (the Appellant admitted that he have stopped making payment since April'2016) and remained under disconnection failing to regularise his account within 3 months is mandated under Clause 5.9.4.3 of GTCS which is reproduced here under:-

*"5.9.4.3 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 may if it thinks fit after completion of three (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 immediate 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'*

The above said clause directs the licensee to terminate the agreement in case of consumers whose supply is disconnected for non payment of dues and fails to regularise the service connection within 3 months from the date of disconnection

and if the Licensee thinks fit may issue one month notice for termination of the HT agreement, still if the consumer fails to regularise, the Licensee can terminate the agreement with immediate effect from the date of expiry of the said one month notice. The Appellant stopped payment of bills from April'2016. The Respondents could have disconnected the service connection when the dues first came into effect, but the service connection was not disconnected until 21.05.2017, where the arrears were accrued to Rs 1,62,72,915.68 and the Respondents terminated the agreement w.e.f.21.09.2017, based on the GTCS Clause 5.9.4.3.

In order to obtain certain clarifications, the Appeal was reopened and the Respondents were called up for the want of more information on extending the termination of the agreement upto Sep,2017 and on the FSA charges levied.

In reply the Respondents submitted that the Appellant being a prompt and old consumer requested not to disconnect the service stating that he will pay and also there was a consumption of electricity more than 80% of the CMD till April'2017, hence the service was not disconnected until 21.05.2017. The reason stated by the Respondents are unwarranted as per the provisions laid down, they ought to have disconnected the service connection after the due date over non payment of the bills. On the other hand, the plea of the Appellant that they have stopped operations of the industry from April'2016 goes to show that their statement is false, as there was regular consumption recorded at around 15000 KVAH units per month until May'2017. The petition filed by the Appellant over termination of the agreement w.e.f. April'2016, even though they are regularly utilising the supply till May'2017 is not tenable and also in view of the fact that when there is no voluntary request made to disconnect the supply as on March'2016 there is no question of terminating the agreement from April'2016 and clause 5.9.4.2 is not applicable to the present case. The service was disconnected on 21.05.2017, over non payment of the arrears, the agreement is liable to be terminated as on 21.09.2017, in this situation the Clause 5.9.4.3 is relevant. The delayed payment surcharges shall be levied as per the provisions of the Tariff Orders on the number of days delayed for making payments of dues and it is not related in terms of the termination of the HT agreement. Hence Rs 33,71,372/- of Surcharge for the period from 21.09.2017 to 30.09.2018 is liable to be paid.

In regard to the Appellant's request to consider the issue based on the Vidyut Ombudsman order in Appeal No. 44 of 2018, which was presented as similar issue, wherein the Appeal was admitted. A perusal of the said orders goes to show that the Appellant in that case M/s. Hariyana Steel Centre preferred to derate the CMD from 850 KVA to 75 KVA, thereby the orders were issued directing the Respondents to comply with the clause 5.9.4.2 of the GTCS, which is not in this case. Hence the Appeal No. 44 of 2018 case is not similar to the present case and the plea of the Appellant is not admissible.

#### **11. FSA Charges**

The Appellant claimed that Rs 14,35,703/- demanded by the Respondents under the head of Court case is not admissible in view of sub judice as on the date. He has relied on the difference in FSA amounts shown at two different stages, that as on April'2012, the claim towards FSA charges by the Respondents was Rs 34,24,901/-, but as on Nov'2012, it was shown as Rs 24,46,500/-. He has enclosed a copy of the bill dt.26.11.2012 of Nov'2012 and hence held that difference of amounts of Rs 9,78,401/- was excess claimed and liable to be set aside. Further claimed that an amount of Rs 34,46,728/- added towards DPS and FSA as per the order of Hon'ble Supreme Court @ 18% P.A. was reclaimed in the regular bills also during the period from August'2016 to September'2017.

A perusal of the plea of the Appellant goes to show that, he has initially appealed against levy of FSA charges of Rs 14,35,703/- which is pending in the Hon'ble Supreme Court. Subsequently the Appellant diverted the main issue and questioned the levy of FSA charges of some other period, other than the disputed amount of Rs 14,25,703/-. However on the FSA charges referred by the Appellant later, the Hon'ble Supreme Court has given common order under C.A.No. 5542/2016 in favour of the Respondents and it is not the dispute of the present appeal. The disputed amount towards FSA charges of Rs 14,35,703/- is pending in the Hon'ble Supreme Court. Thereby any direction in the subject shall be subjudice and it is for the Appellant to wait for the directions against the said amount.

**Wheeling charges:-** The Appellant claimed that Rs 2,21,54,448/- under the head of "Wheeling charges pending in court" itself is an admission of Respondent No.3 of Sub-Judice as on date and hence held that the said amount is liable to be set

aside. In response the Respondents submitted that the said wheeling charges is pending at Hon'ble Supreme Court as such they are not insisting for payment and also not levied any delayed payment surcharge on it. Further it was stated that when the consumer wants dismantlement of the service before finalisation of the Court case, the consumer has to pay wheeling charges under protest, as there is no chance of recovery from the consumer after the dismantlement of the service in case the judgement comes in favour of the Respondents.

The Appellant through a rejoinder dt:03.07.2019, pleaded that the Wheeling Charges of Rs.2,21,54,448/- is not liable to be paid, since the issue is pending before Hon'ble High Court in WP No.2899 and 2896 of 2005, pertaining to the Generator and Respondents. The Appellant is no way concerned to the case, since he is not at all the party in the case. The above said two cases referred by the Appellant are between SCL Agro Power Ltd., and the Respondents and Trident Power Systems Ltd., and the Respondents. Though the Appellant showed that he is not a party in the above said cases, but could not give evidence to prove that the wheeling charges of Rs 2,21,54,448/- pertains to the referred cases. He has admitted that wheeling charges are pending in the Court, where the Respondents argued that the said amount is pending before the Hon'ble Supreme Court. Eventually, in view of the subject pending under the Court case, any direction in the subject shall be subjudice and it is for the Appellant to wait for the directions against the said amount.

12. In view of the discussions supra, there are no material on ground to prove that the CC dues of Rs 1,80,28,725/- as on 21.09.2017, (After adjustment of available Security Deposit), Rs 33,71,372/- towards surcharge, Rs 14,35,703/- towards FSA and Rs 2,21,54,448/- towards wheeling charges can be set aside. Hence in the said circumstances, the Appellant is not entitled for setting aside of the Form-A notice dt.08.10.2018 issued by the Respondents and the amounts claimed by the Respondents under CC dues as on 21.09.2017, Surcharges claimed for the period from 21.09.2017 to 30.09.2018 after the HT agreement is terminated apart from FSA charges and the wheeling charges. Hence decides these issues against the Appellant.

### **Issue No.3**

13. The contention of the Appellant is that the Respondents are not providing them with any details about the alleged amounts unpaid by the Appellant as on 21.09.2017 and as such they are entitled for the same. The Respondents on the other hand, did not deny the contention of the Appellant that they have not provided the said details. Hence in the said circumstances the Ombudsman is of the opinion that every consumer is entitled to know the details of the amounts that are being demanded by the Respondents towards different claims. Hence the Respondents are directed to provide with the details of the due amounts if any by the Appellant as on 21.09.2017. Hence decides this issue in favour of the Appellant.

### **Issue No.4**

14. In the result the Appeal is dismissed.

TYPED BY Office Executive cum Computer Operator, Corrected, Signed and Pronounced by me on this the 5th day of October, 2019.

**Sd/-**

**Vidyut Ombudsman**

1. M/s. Sunder Ispat Limited, represented by Sri. Girish Agarwal,  
#2-1-41, Tobacco Bazar, Secunderabad - 500 003. Cell: 70362 05211.
2. The ADE/OP/Gaganpahad/TSSPDCL/RR Dist.
3. The DE/OP/Rajendra Nagar/TSSPDCL/RR Dist.
4. The SAO/OP/Rajendra Nagar Circle/TSSPDCL/ RR dist.
5. The SE/OP/Rajendra Nagar Circle/TSSPDCL/RR Dist.

#### **Copy to :**

6. The Chairperson, CGRF-GHA,TSSPDCL,GTS Colony, Vengal Rao Nagar,  
Hyderabad.
7. The Secretary, TSERC, 5<sup>th</sup> Floor Singareni Bhavan, Red Hills, Lakdikapul,Hyd.