



**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**

WEDNESDAY THE FIRST DAY OF FEBRUARY  
TWO THOUSAND AND TWENTY THREE

**Appeal No. 11 of 2021-22**

Between

M/s. Sri Sai Rajeshwari Spinning Mills Pvt. Ltd., Peddur(V), Sircilla (M),  
Rajanna Siralla District, represented by Sri Ranga Ashok. Cell: 9966789234,  
9515766789. **.....Appellant**

**AND**

1. The Assistant Divisional Engineer / C&O / Sircilla - 9440811283.
2. The Divisional Engineer / Operation / Karimnagar - 9440811394.
3. The Senior Accounts Officer / CO / Karimnagar - 9440811501.
4. The Superintending Engineer / Operation / Karimnagar - 9440811393.

**..... Respondents**

This appeal is coming on before me for final hearing on 17.12.2022 and on 28.01.2023 in the presence of Sri P.Sampath Kumar and Sri Ravinder Rao Verramaneni - authorised representatives of the appellant, Smt. P. Udayasri, Sri P. Sudheer Rao - authorised representatives of the respondents, Sri A. Rajashekar - SAO/CO/Karimnagar and Sri V. Pradeep - ADE/C&O/Sircilla for the respondents and having stood over for consideration till this day, this Vidyut Ombudsman passed the following:-

**AWARD**

This appeal is preferred aggrieved by the Award passed by the Consumer Grievances Redressal Forum - I (in short 'the Forum') of Telangana State Northern Power Distribution Company Limited (in short 'TSNPDCL') in C.G.No.195/2019-20, Karimnagar Circle dt.29.06.2021 disposing of the

complaint holding that the respondents have reviewed revival of sick industry as per procedure.

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

2. The case of the appellant is that the Chief General Manager (Commercial) issued a Memo dt.18.04.2018 approving the revival of the appellant industry under sick industry revival scheme 2018-19, but the amount mentioned therein is unjust and illegal etc. The amount of Rs 10,80,000/- shown towards Development Charges is not correct as there were no fresh development activities. The amount mentioned at Sl.No. 5 of the said memo is wrong. As per the memo No. CGM(FIN.)/NPDCL/GM(R)/SAO(Rev)/AAO(Rev)/D.No.37015 dt.14.10.2015 the arrears were shown as Rs. 93,94,976/- which became Rs.1,97,90,550/- but there is no breakup for the same. The C.C. bills raised by the respondents from September 2015 to March 2016 is Rs. 76,84,744/-. During the interregnum period an amount of Rs.42,45,000/- was paid on different dates. It was not shown by the respondents. The outstanding amount was shown as Rs. 1,97,90,540/- instead of Rs. 1,28,34,720/-. The State Government have issued proceedings on 17.07.2017 granting subsidy of Rs 2/- per unit during the Financial Years 2016-17 and 2017-18, but the respondents have not extended the said benefit to the appellant. Accordingly it is prayed to direct the respondents to revise the bills issued wrongly in respect of the appellant and to direct the respondents to issue the amended bills by giving the required

benefit etc.

### **REPLY OF THE RESPONDENTS BEFORE THE FORUM**

3. The learned Forum initially has passed an Award on 27.01.2020 closing the complaint in view of pendency of W.P.No. 27922 of 2019. The Hon'ble High Court thereafter disposed of W.P.No. 27922 of 2019 and W.P.1352 of 2020 by a Common Order dt.16.04.2021 setting aside the Award of the learned Forum in C.G.No. 195/2019 dt.27.01.2020 and also the Award passed by this Authority in Appeal No. 40 of 2020 dt.26.02.2020 and remanding the matter to the respective fora for fresh adjudication with a direction to dispose of the same expeditiously within a period of (6) weeks from the date of receipt of the said order.

### **AWARD OF THE FORUM**

4. Again after considering the material on record and after hearing both sides, the learned Forum has closed the complaint as stated above.

5. Aggrieved by the Award passed by the learned Forum, the present appeal is preferred, contending among other things, that the Learned Forum without hearing the appellant has passed the impugned Award unilaterally. The Award of the learned Forum is illegal and unjust as there is no reference of bills for which the levi is sought by the respondents.

## **GROUND OF THE APPEAL**

6. In the grounds of appeal, it is, inter-alia, stated that the impugned Award is contrary to law, probabilities of the case. The learned Forum has erred in showing the liability of the appellant as recovery of outstanding arrears of Rs.1,30,15,976/-. The Award is in gross violation of principles of natural justice. It is accordingly prayed to set aside the impugned Award, to set aside the demand for outstanding arrears and also to direct to restore the power supply without insisting any payments of instalments.

## **WRITTEN SUBMISSION OF THE RESPONDENTS**

7. In the counter filed by respondent No.3 and 4 before this Authority, it is submitted that the learned Forum has considered all the relevant points properly and passed the impugned Award correctly. Accordingly, it is prayed to dismiss the appeal.

8. In the written reply separately filed by respondents No.4, it is also stated that the appellant is dismantling the spinning mill.

9. The learned counsel for the appellant has argued that as per Memo of the CGM(Fin) dt.14.10.2015, the respondents have shown the outstanding due as Rs.93.94,976/- and thereafter vide proceedings dt.18.04.2018, the outstanding amount is shown as Rs.1,97,90,550/- without any breakup; that the calculation shown by the respondents is not correct; that the respondents have collected the dues from the appellant without mentioning the rate of interest; that the respondents have not extended the benefit of waiving the bills

for the sick industries and that the learned Forum has passed the Award without affording an opportunity to the appellant. It is accordingly prayed to set aside the impugned Award and also to direct to revise the bill by extending necessary benefits to the appellant.

10. On the other hand, the learned authorised representative of the respondents have submitted that the respondents have calculated the amount properly by extending all the benefits to the appellant and that the Award of the learned Forum is correct. It is accordingly prayed to reject the appeal.

#### **POINTS**

11. The points that arise for consideration are:-

- i) Whether the appellant is entitled for revision of bills as prayed for?
- ii) Whether the impugned Award of the learned Forum is liable to be set aside? and
- ii) To what relief?

#### **POINT No. (i) and (ii)**

#### **ADMITTED FACTS**

12. It is an admitted fact that the respondents have released Service Connection No. KRN 087 to the appellant mills. It is not in dispute that at present the appellant mill is not functioning.

### **SETTLEMENT BY MUTUAL AGREEMENT**

13. Both the parties have appeared before this Authority on different dates. 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. Since I took charge as Vidyut Ombudsman on 01.07.2022 and since there was no regular Vidyut Ombudsman earlier, the appeal was not disposed of within the prescribed period.

### **CRUX OF THE MATTER**

15. The appellant-M/s. Sri Sai Rajeswari Spinning Mills Pvt. Ltd., preferred the present appeal against the Award of the learned Forum in C.G.No.195/2019-20 dt. 29.06.2021. The appellant-company was registered with Registrar of Companies, Hyderabad with an objective to carry on the business of cotton spinning. It was established in the year 2006. It initially availed a HT Service Connection No. KRN 87 for a CMD of 600 KVA under 33 KV level of supply, later sought additional load of 300 KVA. It is admitted by the appellant that the company became sick due to financial losses and hence could not pay the regular bills on time. The appellant has raised various pleas in

respect of the outstanding amount shown by the respondents. The subject is hereby dealt separately under various parameters.

i. **Opening balance:-** The respondents and the appellant have given their respective statements on month-wise billing, payment , delayed payment surcharges and outstanding amount pending at the end of the month separately. Both the parties have given the statements from August 2015. The appellant disclosed its opening balance in the month of September 2015 as Rs 93,94,976/- whereas the respondents have shown Rs. 1,21,96,604/- (after taking payment of Rs 5,00,000 paid on 01.09.2015 into account) having difference at the beginning itself. Owing to pending dues the power supply was disconnected in the month of September 2015. Later on the request of the appellant, (6) instalments were granted for payment of Rs 93,94,976/-. Subsequently the appellant has paid the partial amount i.e. Rs 4,00,000/- on 01.12.2015, Rs 2,00,000/- on 02.12.2015 and Rs 5,00,000/- on 11.12.2015. However as in July 2016 due amount difference was minimal as closing balance was Rs 55,161 only. However the said difference increased due to course of time substantially. The appellant showed Rs 2,28,08,626/- and whereas the respondents showed it as Rs 2,27,53,465/-. Subsequently due to non payment of arrears the supply was disconnected again on 02.03.2016.

ii) **Sick unit revival scheme:-** As per the appellant, the unit was closed from 19.02.2016 to September 2018. Later based on the request of the appellant, the licensee has issued proceedings for revival of the industry under sick industry



revival scheme vide CGM(C)/GM(C)/DE(C)/ADE(C)/AE(C)/F.D.No.55/18-19

dt.18.04.2018, to pay the amounts as given below:-

Sl. No.	Description	Period	Amount
1.	Arrears as on the date of disconnection dt.02.03.2016		1,97,90,540.00
2.	Available Security Deposit		19,78,538.00
3.	Minimum charges for 4 months (A+B+C)	22.03.2018 to 30.06.2016 and from 01.07.2016 to 20.07.2016	18,88,673.33
A.	Minimum demand charges on 80% of 900 KVA (21.03.2016 to 30.06.2016 and 01.07.2016 to 20.07.2016)		10,75,200.00
B	Minum energy charges on 80% of 900 KVA(21.03.2016 to 30.06.2016 and 01.07.2016 to 20.07.2016)	(21.03.2016 to 30.06.2016 and 01.07.2016 to 20.07.2016)	5,19,600.00
C	Customer charges ((21.03.2016 to 30.06.2016 and 01.07.2016 to 20.07.2016)		4,873.33
4.	Balance amount to be paid by the consumer after adjustment of S.D. towards arrears and minimum charges for 4 months		1,78,12,002.00
5.	Interest on balance of arrears (S.No.4 above) to be paid by the consumer @ 5p per Rs 100/- day or Rs 550/- whichever is higher	21.03.2016 to 30.04.2018 (771 days)	68,65,526.71.00
6.	Development charges for 900 KVA @ Rs 1200/- per KVA or part thereof		10,80,000.00
7.	Security Deposit for 900 KVA @ Rs 500/- per shift per KVA		13,50,000.00
8.	Total amount to be paid by the consumer		2,90,08,202.04



16. The appellant has pleaded that the above figures are totally in-correct and wrongly calculated. It was reckoned that Rs.1,26,63,556/- were the arrears pending as on the date of disconnection i.e. 02.03.2016 instead of Rs 1,97,90,540/- claimed by the respondents. The breakup given by the appellant against the amount of Rs.1,26,63,556/- is shown below:-

Demand from NPDCL				Payments made by SSRRSMPL		
	C.C.bill	S.C.	Total Demand	Amount	Mode of payment	Date of payment
Opening balance up to end of September 2015 as per the orders of NPDCL			93,94,976			
10.2015	21,71,536	1,77,261	23,48,797	16,00,000	Canara Bank	12.10.2015
				8,00,000	Canara Bank	14.10.2015
				4,00,000	533265(M)	01.12.2015
11/2015	13,78,300	2,00,008	15,78,308	5,00,000	-	11.12.2015
				2,00,000	0858517(CB)	02.12.2015
12/2015	10,38,306	2,20,874	12,59,180	2,00,000	858518(CB)	03.12.2015
01.2016	13,82,440	2,42,699	16,25,139	1,00,000	53268(M)	03.12.2015
02.2016	12,44,116	2,58,040	15,02,156	2,00,000	858522(CB)	08.12.2015
				3,50,000	858555(CB)	30.01.2016
				6,95,000	ICICI(M)	31.01.2016
Total amount	72,14,698	10,98,882	1,77,08,556	50,45,000	Total amount paid	

Balance payable by the end of February 2019 is Rs 1,26,63,556/-.(Rs. 1,77,08556/- + Rs. 93,94,976/-).

It is argued on behalf of the appellant that on the opening balance up-to September 2015 being shown as Rs.93,94,976/- and the subsequent bills added up-to February 2016 which works out to Rs.1,26,63,556/-. A perusal of the record shows that apart from the regular CC bills dues there were other disputed amounts which were pending under various counts. The following are the said amounts:-

1.	Up to 08/2015 billing month		Rs.93,94,976/-
Note: The arrears shown excluding the following disputed amounts			
a)	Development Charges	Rs.9,00,000/-	
b)	2008-09 FSA pending at Hon'ble High Court	Rs 3,29,834/-	
c)	FSA for the month of 04/2010 to 03/2012 pending in Hon'ble Supreme Court	Rs 10,23,168/-	
d)	50% of PDL & PCL	Rs 5,58,783/-	
e)	Belated payment of surcharges on FSA	Rs 4,89,844/-	
Total			Rs 33,01,629/-
Ledger balance			Rs1,26,96,605/ -

## Monthly C.C.Bills

1.	09/2015	Rs.23,11,856/-	
2.	10/2015	Rs.23,48,797/-	
3.	11/2015	Rs.15,78,308/-	
4.	12/2015	Rs.12,59,180/-	
5.	01/2016	Rs.16,25,139/-	
6.	02/2016	Rs.15,02,156/-	
7.	03/2016	Rs.7,13,500/-	
Total			Rs.1,13,38,936/-
			Rs.2,40,35,541/-
<b>Less: Payments made</b>			
1.	08/2015	Rs.5,00,000/-	
2.	09/2015	Rs.16,00,000/-	
3.	11/2015	Rs.11,00,000/-	
4.	01/2016	Rs.10,45,000/-	
Total			Rs.42,45,000/-
Arrears as on date of disconnection i.e. up to billing month of 03/2016			Rs.1,97,90,541/-

A comparison of the statements given by both the parties goes to show that the appellant has not taken the September month bill of Rs.23,11,856/- and the amounts pending under separate heads which are under dispute totalling Rs. 33,01,629/-.

17. **Monthly Minimum Charges for (4) months:-** The appellant states that the date of disconnection is to be taken on 19.02.2016 and hence shall be limited to (4) months upto 21.10.2016. The record shows that the supply was disconnected on 02.03.2016. The normal date of meter reading is on the 19th of the month. The Assistant Divisional Engineer has taken the meter reading on 19.02.2016 with reading 4801.92 KVAH and at the time of disconnection on 02.03.2016 the final meter reading of the service was 5804.6 KVAH, taking multiple factor of 1500. It shows that the recorded consumption for that period was 4020 units and recorded Maximum Demand (MD) was 330 KVA. This factor makes it clear that the appellant company consumed the power supply upto 02.03.2016 and the supply was available as on 19.02.2016. Hence the minimum bills shall be considered from the next billing date i.e. 19.03.2016 and subsequent (4) months shall be up to July 2016. Hence the (4) months minimum charges levied by the respondents is in line with the revival scheme.

18. **Balance amount to be paid after adjustment of Security Deposit:-** There is no dispute on the available Security Deposit of Rs. 19,78,538/- between both the parties, when deducted from the arrears of Rs.1,97,90,540/-, as on disconnection, which works out to Rs.1,78,12,002/-. As already discussed above, the arrears as on date of disconnection is Rs.1,97,90,540/- and not Rs.1,26,63,556/-. The claim of the appellant towards the balance amount of Rs. 1,06,85,018/- is not correct.

19. **Rate of interest** :- The appellant's plea is that the interest was charged exorbitantly at 18% at compounding rate, even during the closure of the sick unit.

At this stage it is necessary to refer to Tariff Order dt.23.06.2016 of Telangana State Electricity Regulatory Commission (in short 'the Commission') for FY:2016-17 approved by Hon'ble Commission which is relevant is reproduced here-under:-

"The licensee shall charge the delayed payment surcharge (DPS) per month on the bill amount at the rate of 5 paise/Rs.100/- per 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, compound annually and the two charges shall not be levied at the same time."

The tariff rates are governed by Tariff Orders. The Delayed Payment Surcharges shall be made as per the above given Clause. The Delayed Payment Surcharges for regular arrears shall be levied @ 5 ps / Rs.100/- per day and whereas for the amounts towards grant of instalments shall be levied @ 18% p.a. on the outstanding amounts compounded annually, but shall not be levied at the same time. The Delayed Payment Surcharge (DPS) charges are levied based on the number of days delayed towards payment and hence the charges shall increase until the payments are made even when the unit is closed.

20. **Development Charges**:- The appellant claimed that the payment of Development Charges does not arise for the existing consumers. An amount of Rs.10,80,000/- was levied towards Development Charges i.e. 900 KVA @

Rs 1200/- per KVA. It is relevant to go through the order of the Hon'ble Commission in case of sick industry revival scheme, which is reproduced here-under:-

**Revival of sick industry procedure:-**

The Hon'ble Commission has approved revival of sick industries vide Lr.No. APERC/Secy/Dir.Tariff/D.No.4966/2001, dt.05.11.2001, for rationalisation of procedure in respect of collection of minimum charges during the period of long closure of HT Industrial unit due to sickness. The sick units would be allowed to choose either of the two following options:

I. To make payment of C.C. Charges up to the date of disconnections with Interest, plus minimum charges up to date without Interest (Normally chosen for short closure period).

OR

II. To pay actual C.C. charges due up to date of disconnections along with Interest and minimum charges for a period of 4 months as per clause 26.10 TCS without interest plus development charges for the CMD required now (To accept termination at the end of 4 months and avail fresh service by paying development charges).

The other conditions were:

1. The unit in either case has to pay a reduced amount as above (I) & (II) In a lump sum for restoration of supply.
2. They will not be eligible for any other concession If any available for new industrial units under the state industrial policy.
3. They shall not be entitled to contract for purchase of power from any other source except TRANSCO/DISCOM.
4. They shall not use captive generation except as stand by that too for critical requirements.

Subsequently, the Hon'ble Commission has accorded approval every year from time to time. In the present case, the monthly minimum charges were restricted

for (4) months only as given in the option (II) which attracts interest + Development Charges for the CMD required for revival. If the appellant is not willing to pay the Development Charges, the other option shall be option (I) where the monthly minimum charges shall be levied up to the date of restoration of supply which is not viable for the appellant since the amount to be paid shall be higher than option (II) and hence Development Charges are to be paid invariably.

21. Finally the appellant filed a Memo dt. 28.01.2023, to consider the issues as stated below:-

- a. The Energy Department Government of Telangana, letter dt.23.07.2018.
- b. The letter dt.21.06.2018 of the Hon'ble Telangana State Regulatory Commission, filed along with the appeal and
- c. The relevant condition for levy of minimum bill for (4) months. The above are relevant and may be kindly peruse by this Hon'ble Authority and pass appropriate orders including the stand that the statement of the company is wrong and it should be done by a third party auditor of this Hon'ble Authority for finalisation of the calculation.

**The points a & b:-** The Special Chief Secretary to Government, Energy Department vide Lr.No.512/Budget.A2/2018 dt.21.06.2018 addressed to the Chairman and Managing Director of the Telangana State Northern Power Distribution Company Warangal, requested to withdraw the following amounts out of total dues Rs.2,72,97,302/-.

Waiver of interest	- Rs.68,66,526/-
(4) months monthly minimum charges	- Rs 18,99,673/-
PDL and PCL charges	- Rs 5,40,000/-
Surcharge (from 09/2015 to 02/2016)	- <u>Rs 10,63,963/-</u>
Total	- <u>Rs 1,03,70,162/-</u>



While addressing the letter to the Chairman and Managing Director, TSNPDCL, It was recommended to restore the power supply and to waive late payment charges and other dues etc., and actual power consumption to be collected in (20) instalments within (3) years.

Vide memo No.652/IP&INF/A1/2018 dated 13.3.2018, the Principal Secretary Industries and Commerce (IP&INF) Department has requested the Chairman and Managing Director, TSNPDCL to consider restoration of power supply and grant of (20) instalments to pay the arrears.

Hon'ble Commission vide Lr No T-68/2018-19/JD(Law)-1/D.No 520/18 dated 23.7.2018, on the subject of restoration of power and waiver of late charges and other dues based on the recommendation of the Government's letters dated 13.03.2018 and 21.06.2018 given the opinion expressing that the Commission is not required to approve or accord any waiver in the matter and therefore directed the Chairman and Managing Director, TSNPDCL to take the decision at their end, since giving waiver of amounts is purely a commercial or business decision. However, the licensee preferred to give (20) instalments as per the letters of the Government against the amount of Rs 2,72,97,302/- but did not consider the waiver of amounts referred to in the letter. In view of the above given circumstances there are no such provisions for withdrawal of the amounts such as late payment charges and other dues etc. Hence this authority can not intervene for waiver of the amounts.

**Point C.** Under the sick unit revival scheme approved by the Hon'ble Commission the monthly minimum charges are waived in order to give certain concessions for those industrial units which are in long closure for revival. Under such a scheme payment of minimum charges for a period of (4) months is the mandatory provision. The respondents have given the monthly billing data including the payments made by the appellant. When compared with the payments shown in the monthly billing data of the appellant, there is no differences between the parties on the subject of payment made. The delayed payments surcharges are governed by the Tariff Orders approved by the Hon'ble Commission from time to time. The relevant Clause is shown at para (19). The monthly minimum charges are governed by Tariff Order. The relevant Clause of Tariff Order for FY-2016-17 is reproduced hereunder:-

**Clause 9.112 Monthly minimum charges**

Every consumer whether he consumes energy or not shall pay monthly minimum charges calculated on the billing demand plus energy charges specified for each category in this Part (B) to cover the cost of a part of the fixed charges of the Licensee.

Thus, the consumer has to pay necessary charges as per the said Clause.

22. The learned counsel for the appellant has relied on the judgement of the Hon'ble Supreme Court reported in KANPUR ELECTRICITY SUPPLY CO.LTD. v. LML LTD<sup>1</sup> wherein it was held that when sick company is reeling under financial crisis, the electricity-company shall help such company liberally

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<sup>1</sup> (2010) 6 - SCC-165

in deration of load of electricity. The Hon'ble Supreme Court was dealing with a case involving especially deration of load of a sick company. In the present case the respondents have extended the benefit entitled by the appellant and also granted instalments as desired. The facts in the present case are not in respect of deration of load. The facts in the instant appeal and the facts of the case before the Hon'ble Supreme Court are different, as such, this judgement is not helpful to the appellant.

23. The learned counsel for the appellant has relied upon a 3-Judge Bench judgement of the Hon'ble Supreme Court reported in AJANTHA INDUSTRIES v. CENTRAL BOARD OF DIRECT TAXES<sup>2</sup>, wherein it was held that non-communication of order to the assessee is violation of natural justice. Basing on this proposition, the learned counsel has argued that in the present appeal the important bill/letter was not communicated to the appellant which amounts to violation of principles of natural justice. The Hon'ble Supreme Court in that case was dealing with Income Tax Act. Further in the instant case it appears that every bill / letter was communicated to the appellant. That apart such a plea was not taken by the appellant before the learned Forum. Moreover, the appellant was unable to explain as to whether any prejudice was caused to the appellant by such and act. Therefore, this judgement is not useful to the appellant.

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<sup>2</sup> (1976) 1 - SSC-1001

24. The learned counsel for the appellant has also relied upon the judgement of the Hon'ble Supreme Court reported in BIPROMASZ BIPRON TRADING SA v. BHARAT ELECTRONICS LTD.,<sup>3</sup> wherein it was held that the Arbitrator would be impartial. Basing on this proposition, it is argued on behalf of the appellant that since the Chairman of the Forum was appointed by the Chairman and Managing Director, there is scope for passing Award in favour of the licensee. This argument cannot be accepted. The impugned Award is reasoned one and the learned Forum took all the factors into consideration while passing the Award without any bias. Therefore this judgement is also not helpful to the appellant.

25. The learned counsel for the appellant has finally relied on the judgement of the Hon'ble Supreme Court reported in TIRUPATI BALAJI DEVELOPERS (P) LTD. v. STATE OF BIHAR<sup>4</sup>, wherein the Hon'ble Supreme Court has held that the Supreme Court and High Courts are constitutionally independent of each other, both being Courts of record and High Court is not a Court of "subordinate" to Supreme Court except for purposes of Supreme Court's appellate jurisdiction over High Court in terms of Arts. 132 to 136 of the Constitution of India, in which context the High Court exercises an inferior or subordinate jurisdiction. There is no dispute about the proposition laid down in

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<sup>3</sup> (2012) 6 SCC-384

<sup>4</sup> (2004) 5 SCC-1

the said judgement. However, this judgement is not relevant and helpful to the appellant.

26. The learned standing counsel for the respondents has relied upon a 3-Judge Bench Judgement of the Hon'ble Supreme Court reported in READ FOOD PRODUCTS LTD., v. A.P.STATE ELECTRICITY BOARD <sup>5</sup> wherein it was held that the Board (Licensee) has to be guided by the policy of the State Government, but if the Government exceeds its power by giving direction regarding specific rate of tariff in a particular case, the Board would not be bound by it. This judgement of the Hon'ble Supreme Court makes it clear that the Licensee in the instant case has to follow any policy matter of the State Government and not any other matter. Therefore, as rightly argued by the learned Counsel for the respondents, the respondents have acted within their power in granting instalments to the appellant etc., as per the Rules in vogue. This judgement helps the case of the respondents.

27. The learned counsel for the respondents has also relied upon the judgement of a Division Bench of the Hon'ble High Court of Andhra Pradesh reported in NAVA BHARAT FERRO ALLOYS LTD., HYDERABAD v. A.P.S.E.B & ORS<sup>6</sup>, wherein it was held that the electricity consumers cannot be absolved of the liability to pay interest or late payment surcharge in respect of the bills issued during the period of operation of stay or injunction order etc., It was also

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<sup>5</sup> (1995) 3-scc-295

<sup>6</sup> AIR 2002 A.P.493

held that the petitioners therein, as business concerns, must have utilised the money withheld by them gainfully in their commercial activities all these years, whereas the Board (Licensee) must have suffered financial loss considerably. These principles equally apply in the instant case. Therefore this Judgement is helpful to the respondents and the appellant is liable to pay the interest/surcharges claimed by the respondents. The respondents have calculated and claimed the bill amounts as per the Rules and regulations in force properly. At the cost of repetition the learned Forum has considered all the factors into consideration and passed impugned Award legally. Accordingly, I hold that the appellant is not entitled for revision of the bills as prayed for and the Award of the learned Forum is not liable to be set aside. These points are decided against the appellant and in favour of the respondents.

**POINT No. (iii)**

28. In view of the findings on point No. (i) and to (ii), the appeal is liable to be rejected.

**RESULT**

29. In the result, the appeal is rejected, without costs, confirming the Award passed by the learned Forum. I.A is closed.

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 this the 1st day of February 2023.

Sd/-  
**Vidyut Ombudsman**

1. M/s. Sri Sai Rajeshwari Spinning Mills Pvt. Ltd., Peddur(V), Sircilla (M), Rajanna Siralla District, represented by Sri Ranga Ashok. Cell: 9966789234, 9515766789.
2. The Assistant Divisional Engineer / C&O / Sircilla - 9440811283
3. The Divisional Engineer / Operation / Karimnagar - 9440811394.
4. The Senior Accounts Officer / CO / Karimnagar - 9440811501.
5. The Superintending Engineer / Operation /Karimnagar - 9440811393.

**Copy to**

6. The Chairperson, Consumer Grievances Redressal Forum of TSNPDCL-  
H.No.2-5-28,Opp: Head Post Office, Nakkalagutta, Hanamkonda, Warangal  
District, Pin: 506 001

