



**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

Friday the Sixteenth Day of August 2019

**Appeal No. 12 of 2019-20**

Preferred against Order dt:30.04.2019 of CGRF in  
CG No. 754/2018-19 of Rajendra Nagar Circle

Between

M/s. Karthik Steel Re Rolling, #1-7-1062/2, Azamabad, Hyderabad - 500 020.  
Cell: 9391033606.

... 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 14.06.2019, coming up for final hearing before the Vidyut Ombudsman, Telangana State on 09.07.2019 at Hyderabad in the presence of Kum. Nishitha - On behalf of the Appellant Company and Sri. G. Lokeshwariah - SAO/OP/Rajendranagar 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 of the CGRF Rajendra Nagar Circle in CG No. 754 of 2018-19 dt.30.04.2019.

2. The Appellant contended that he has lodged a complaint before the CGRF/Rajendra Nagar Circle vide CG No. 754 of 2018-19 seeking to set aside the notice in Form B bearing No. SE/OP/RRS/SAO/AAO/JAO/HT/FORM B/D.No.206/2017

dt.21.07.2017 for an amount of Rs 62,26,279/- and also to set aside the claim of the Respondents for an amount of Rs 48,208/- towards late charges for the FY 2012-13 and further to set aside the Licensee's claim towards R&C bills on the service connection of the Appellant for an amount of Rs 18,23,390/- for the period from 09/2012 to 08/2013 and that the learned CGRF failed to appreciate the reasons given by him in the complaint and rejected his complaint. As such aggrieved by the same the present appeal is filed.

3. The Appellant stated in his appeal that the finding of the CGRF is not in accordance with the GTCS rules and as such requires to be set aside and submitted the following:-

The Appellant stated that it is a company registered under the Companies Act under name and style of M/s Karthik steel Re Rolling, situated at 1-7-1062/2, Azamabad, Hyderabad-500020 represented by its director sri Ambika pershad and having a HT consumer bearing No.HT No RJN 1100 with contracted maximum demand (CMD) of 725 KVA for supply of energy and demand from the respondents.

That the appellant vide its letter dated 18.9.2017 filed the representation before respondents No.4 and 5 with a request to furnish the details of amount dues as on date of termination of HT agreements and set aside the form B notice. But the respondents have not given any response hence, the appellant approached before Hon'ble CGRFII vide C.G.No 754/2018-19/Rajendranagar circle.

That the Respondents No 1 vide its order dated 30.4.2019 rejected the complaint No CG.No 754/2018-19/rajendranagar circle without considering the facts and evidences filed by the appellant hence, the same is liable to be set aside.

In view of the above said facts, the appellant pray the Hon'ble VidyutOmbudsman for the state of Telangana may be pleased 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 754/2018-19/Rajendra nagr circle passed by Respondents no 1.

2. To set aside notice form B bearing No. SE/OP/RRS/SAO/AAO/JAO/HT/Form B/D.No 206/2017 dated 21.7.2017 of Rs.62,26,279/-.
3. To set aside the claim of Rs 48,208/- of late payment charges of financial year 2012-13.
4. To set aside the claim of Rs 18,23,390/- of R&C bill of the period from september 2012 to August 2013.
5. To issue the claim as on date of termination of HT Agreement i.e as on 22.11.2013, if any and
6. Any other order or orders as may deem fit and proper by the Hon'ble Vidutombudsman for the state of Telanagan under the circumstances of the case in the interest of justice and fair play.

**4. Written submission of Respondents:**

That the Complainant is the HT consumers of M/s.Karthik steel Re-Rolling Industries, bearing SC.No.RJN1100 released on 19.10.2005 under Cat-I(A).

That, the service was disconnected on 22.07.2013 due to non-payment of cc arrears of Rs 32,18,766/- and ACD of Rs 1,34,100/- and the same was intimated to the complainant giving 15 days notice as per clause 5.9.4.3 of general terms and conditions of supply vide reference 2nd cited. 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 months minimum and one month notice period) from the date of disconnection i.e 22.11.2013.

**Reply to complaint:**

As far the claim of Rs 24,70,984/- towards delay payments surcharges(DPS), it is to submit that the DPS was calculated from the date of termination to date of issue of Form-B notice@ .005/- per 100/- per day on termination arrears. As per the clause 5.9.4.3 of GTCS only the agreement was terminated forcibly by respondents for non payment of dues, but the service was not dismantled physically. Dismantlement of service will take place only after payment all the arrears including delayed payment surcharge up to the date of payment of dues.

As far the claim of dues up to termination of agreement is of Rs.37,55,295/-, it is to submit that the terminated arrears are calculated in the following manner.

CC bills are pending from 03/2013 to 11/2016 up to termination of agreement	Rs.36,54,894/-
Add: R&C bills from 12/2012 to 07/2013	Rs.4,56,688/-
Less: R&C bills revised bills as per Hon'ble TSERC	Rs.6,59,813/-
Less: Security deposit available as on termination of agreement	Rs.11,94,016/-
Add: Non levied FSA & FSA court case amount	Rs.14,97,542/-
Arrears as on date of termination of agreement	Rs.37,55,295/-

**Head wise details of pending dues: CC charges :** Non payments of CC charges from 03/2013 to upto termination of agreements i.e 11/2013 are furnished herewith:

Month	CC Bills
03/2013 CC bill	439333.00
04/2013 CC bill	404544.00
05/2013 CC bill	439565.00
06/2013 CC bill	200802.00
07/2013 CC bill	241583.00
08/2013 CC bill	549855.00
09/2013 CC bill	486306.00
10/2013 CC bill	418033.00
11/2013 CC bill	474873.00

R&C Dues: R&C bills refunded, revised as per Hon'ble APERC orders-50% R&C amount refunded to the extent of Rs 2,03,125/-. FSA Dues:Month wise FSA are furnished hereunder

Consumption Months	FSA Rate (Paise/KWh)	FSA Amnt
Apr, 08	0.12	11432.64
May, 08	0.12	10001.76
June, 08	0.12	8838.96

Jul, 08	0.40	31747.20
Aug, 08	0.40	35823.20
Sept, 08	0.40	27858.40
Oct, 08	0.90	67237.20
Nov, 08	0.90	67237.20
Dec, 08	0.90	79234.20
Jan, 09	0.36	33120.72
Feb, 09	0.36	34373.52
Mar, 09	0.36	26198.64
Jul, 09	0.4938	46086.35
Aug, 09	0.4938	55337.20
Sep, 09	0.4938	47476.89
Oct, 09	0.0978	6640.23
Nov, 09	0.0978	9588.90
Dec, 09	0.0978	9485.62
Jan, 10	0.3384	32647.48

Feb, 10	0.3384	25642.60
Mar, 10	0.3384	29513.89
Apr 10	0.1513	8110.89
May, 10	0.1513	7989.20
Jun 10	0.1513	7989.20
June, 11	0.1513	28426.70
Jul, 11	0.3258	28426.70
Aug, 11	1.0348	92016.49
Sep, 11	1.0348	114347.47
Oct, 11	1.0348	84410.71
Nov, 11	0.9487	69275.97

Dec, 11	0.9487	76875.06
Jan, 12	0.9487	93929.84
Feb, 12	0.9494	89517.03
Mar, 12	0.9494	58781.15
Apr, 12	0.9494	24804.89
Balance FSA to be levied to consumer		1497542

As far the claim of payment charges levied for the FY 2012-13 as per tariff orders for FY 2012-13 which was approved by honble TSERC , it is to submit that the present case consumer paying the bill by average delay of 15 days from the due date , the details are as follows:-

Month	Demand	Due Date	Collection	Paid amount	Delay days
Apr-12	547265	10-05-2012			
MAyr-12	628031	09-06-2012	628031	27-06-2012	18
June-12	555427	10-07-2012	555427	27-07-2012	17
Jul-12	536365	09-08-2012	499618	27-08-2012	18
Aug-12	385517	09-09-2012	385517	21-09-2012	12
sep-12	627304	10-10-2012	627304	25-10-2012	15
oct-12	572133	09-11-2012	572133	22-11-2012	13
nov-12	619083	10-12-2012	602239	27-12-2012	17
Dec-12	614011	09-01-2013	614011	24-01-2013	15
jan-13	571116	09-02-2013	571116	11-02-2013	2
feb-13	452653	12-03-2013	452653	12-03-2012	0
mar-13	439333	09-04-2013	400868	27-04-2013	18

It is to submit that the clause 5.9.4.2 of GTCS of supply is applicable where the consumer request 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 consumers pays all 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 consumers do not pay the dues existing as on the date of termination, penal charges i.e, delay payment surcharge is applicable on the termination arrears from the date of payment of all the dues.

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

The complaint is liable to pay the dues along with delayed payment surcharge as on the payment of all dues is legal.

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

## **5. Rejoinder of the Appellant**

### **In Reply to Para No.2**

That the Respondent No.5 categorically admitted that the date of disconnection of power supply is 22.07.2013 and termination of HT agreement on 22.08.2013. Hence the claim of three months minimum bill is not correct, illegal and in violation of said amended clause.

### **In reply to Para No.3**

That the Respondent No.5 categorically admitted that he has claimed an amount of Rs 24,70,984/- towards DPS from date of termination to date of issue of Form B notice. In this regard it is pertinent to note that the said claim is in violation of the amended clause No. 5.9.4.2 of GTCS which was substituted vide proceeding No. APERC/Secy/96/2014 dt.31.05.2014. Hence liable to be set aside. The relevant portion is extracted hereunder:-

*5.9.4.2 ..... 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 pertinent to note that this Hon'ble authority is pleased to allowed the Appeal No. 44 of 3028 vide its order dt.28.11.2018 in similar case.

**In reply to Para No.4**

That the Respondent No.5 admitted that he has claimed an amount of Rs 37,55,295/- without furnishing month wise details and evidence of claim till the date of termination.

In this regard it is pertinent to note that the claim of Rs 36,54,894/- pertaining to March,2013 to November 2016 i.e up to date of termination of agreement without furnishing any month wise details and not supported by any evidence. In this ara the claim of Rs 36,54,894/- is made upto Nov,2016 stating the date of termination whereas in para 2 above admitted that the termination of HT agreement is 22.11.2013 hence claim of Nov'2013 to Nov;2016 is not correct,illegal and in violation of amended clause No. 5.9.4.2 of GTCS Further it is to be noted that the operations of company of the Appellant is closed long before Nov'2013 hence the Respondent No.5 has not served the CC bills and not claimed any amount. Hence the said claim is barred by Section 56(2) of the Electricity Act'2003.

Further in the statement an amount of Rs 4,56,688/- is added of R&C bills from 12/2012 to 7/20133 and again deducted Rs 6,59,813/- why it is added and why it is deducted is not furnished and filed any proof. It is pertinent to note that the Appellant vide its letter dt.14.04.2014 filed a representation to resolve the discrepancies found by the Appellant during the R&C period but the same is pending till date.

Hence the claim of Rs 37,55,295/- after adjustment of Rs 11,94,016/- of security deposit is not correct, illegal and liable to be set aside.

**In reply to Para No.5**

That the Respondent No.5 has furnished the details of amounts paid and number of days delayed. But not furnished the calculation of delay payment surcharge. Whereas the Appellant filed its letter dt.15.04.2014 showing the excess claim of Rs 48,208/- which was not resolved by the Respondent No.5 till date.



**In reply to Para No. 6& 10**

That the interpretation of Respondent No.5 i.e. forcible termination of HT agreement and voluntary termination of HT agreement is not prescribed in the clause 5.9.4.2 of GTCS.

As per clause 5.9.4.2, the Appellant is liable to pay the dues as on the date of termination of HT agreement only. As per clause 5.9.4.3 also the right and obligation of the Respondent No.5 is incurred or accrued prior to such termination only.

The claim of delayed payment surcharge from date of termination to date of payment of all dues is not correct, illegal and in violation of the amended clause 5.9.4.2 and 5.9.4.3 of GTCS hence liable to be set aside.

Hence the Appellant pray to this Hon'ble Authority to allow the Appeal as prayed for.

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

1. Whether the demand of the Respondents towards late payment charges, R&C bills and the notice Form-B bearing No.SE/OP/RRS/SAO/AAO/JAO/HT/FORM/D.No.206/2017 dt. 21.07.2017 are excessive and hence are liable to be set aside as claimed by the Appellant? and
2. To what relief?

**Heard both sides.**

**Issue No.1**

7. The evidence adduced by both sides shows that the Appellant is a steel re rolling industry under the name and style of M/s. Karthik Steel Re Rolling Industry and is having a HT service connection bearing No. RJN1100 under Category I(A) since 19.10.2005 and the Respondents alleged that the said HT connection was disconnected on 22.07.2013 alleging that they are due the payment of CC arrears of Rs 32,18,766/- and ACD charges of Rs 1,34,100/- and a notice was issued to the Appellant under Clause 5.9.4.3 of GTCS vide Lr.No.1024 dt.12.11.2013 demanding to make the payment

within 15 days from the date of issue of the notice and when there was no response from the Appellant over the payment of the said arrears the HT agreement was terminated after 4 months from the date of disconnection i.e. 22.11.2013.

8. The Appellant further contended that the Respondents through the Respondent No.4 i.e. SE/OP/Rajendra Nagar issued a notice vide Form-B bearing Lr.No.206/2017 dt.21.07.2017 demanding an amount of Rs 62,26,279/- which includes CC charges of Rs 37,55,295/- and delayed charges of Rs 24,70,984/- for the period from 23.11.2013 to 30.06.2017. As such the Appellant submitted a representation through their letter dt.18.09.2017 to the Respondent No.4 i.e. SE/OP/Rajendra Nagar with a request to resolve the pending issues and withdraw the notice demanding Rs 62,26,279/-.

9. The Respondents submitted a calculation table showing the dues upto termination agreement as follows:-

Table-1

CC bills are pending from 03/2013 to 11/2016 up to termination of agreement	Rs.36,54,894/-
Add: R&C bills from 12/2012 to 07/2013	Rs.4,56,688/-
Less: R&C bills revised bills as per Hon'ble TSERC	Rs.6,59,813/-
Less: Security deposit available as on termination of agreement	Rs.11,94,016/-
Add: Non levied FSA & FSA court case amount	Rs.14,97,542/-
Arrears as on the date of termination of agreement	Rs.37,55,295/-

10. **Claim of 62,26,279/- which includes Rs 24,70,984/- towards surcharge & Rs 37,55,295/- towards CC Charges.**

**a.Claim of Rs 24,70,984/- towards surcharge.**

The Appellant opposed the notice issued by the Respondent No.4/SE/OP/Rajendra Nagar, vide Lr.No.1024 dt.12.11.2013 and relied on the amended clause 5.9.4.2 vide proceeding No. APERC/Secy/96/2014 dt.31.05.2014 and held that Respondents cannot claim any amount after the date of termination of agreement and claimed that levy of

Rs 24,70,984/- is in violation of the same clause, they produced the relevant portion of the amended clause as following:-

*“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.”*

In reply to the claim of the Appellant the Respondent No.4/SE/OP/Rajendranagar submitted that they levied Rs 24,70,984/- towards Delayed Payment Surcharges (DPS), calculated from the date of termination till date of issue of Form-B notice i.e. dt. 21.07.2017, @ 0.005 Ps per Rs 100/- per day, based on the clause 5.9.4.3, the termination of the agreement was enforced consequent to non payment of dues, though the service was not dismantled physically for want of payment of arrears. The process of dismantlement of the service shall take place only after the payment of all arrears including delayed payment surcharge upto the date of payment of dues.

Both Respondents and the Appellant relied on different clause of the GTCS towards their claim, clause 5.9.4.3 & 5.9.4.2 respectively. Every clause is for specific purpose, emphasising the action to be taken against the given situation. The amended clause 5.9.4.2 relied on by the Appellant is reproduced here under:-

*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.”*

The above clause specifies directions against three scenarios

- a. When the consumer seek reduction of Contracted Maximum Demand or
- b. When the consumer seek termination of HT agreement and
- c. Provision to the Licensee to terminate the HT agreement, if the consumer violates the terms of the HT agreement or the GTCS or the provision of any law and also mandates that the consumer to pay all sums due under the agreement as on the date of its termination.

Now it is to be seen whether the present situation falls under the ambit of the above said clause, as claimed by the Appellant. Clearly in this case the consumer did not seek reduction of CMD, termination of HT agreement or violated any provisions of the law. The Appellant did not pay the arrears pending, as such the HT agreement was terminated after 4 months from the date of disconnection. Which is mandated under clause 5.9.4.3 of the GTCS as claimed by the Respondents. The clause is reproduced hereunder:-

*"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'*

*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 four (4) months from the date of disconnection and the Agreement shall be deemed to have been terminated at the end of four (4) months period from the date of disconnection'.*

The subject service connection was disconnected on account of non payment of the arrears which was not denied by the Appellant and the above given clause 5.9.4.3, is relevant clause to the present dispute. The Appellant stressed his point towards restricting the amounts to be paid until termination of the Agreement, leaving aside consequent delayed payment surcharges, which are chargeable as per the Tariff Orders in vogue, which is placed below.

Clause(9) of Tariff Order 2013-14:- 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/ ` 100/day or ` 550 whichever is higher.*

The DPS charges are liable to be paid and are based on the days counted until the payment of the arrears and not on the date of termination of the Agreement.

**b. Claim of Rs 37,55,295/- towards CC Charges.**

The Appellant held that the claim of the Respondents of Rs 36,54,894/- pertaining to March,2013 to Nov'2016 i.e. up to date of termination of agreement was furnished without month wise details and not supported by any evidence, whereas the termination of HT agreement was stated to be on 22.11.2013, which was stated to be in violation of the Clause 5.9.4.2 of GTCS. The operations of the company of the Appellant is closed long before Nov'2013 and they have not served the CC bills hence the claim is barred by Section 56(2) of the Electricity Act,2003. Further as per the statement of the Respondents an amount of Rs 4,56,688/- is added of R&C bills from 12/2012 to 07/2013 and again an amount of Rs 6,59,813/- was deducted. Why the amount was added and deducted is not furnished without any proof. That they have filed representation dt.15.04.2014, to resolve the discrepancies during the R&C period and the same is pending till date. Hence the

claim of Rs 37,55,295/- after adjustment of Rs 11,94,016/- of Security Deposit is not correct, illegal and liable to be set aside.

The point raised by the Appellant is that when the HT agreement was terminated as on 22.11.2013, how the amount of Rs 36,54,894/- was raised upto Nov,2016 which was stated at Table 1 supra. The CC arrears in terms of monthly bills invariably shall not be levied after the termination of the HT agreement as claimed by the Appellant. Another statement of the Respondents showing head wise details of pending dues is reproduced here under:-

**Head wise details of pending dues: CC charges :** Non payments of CC charges from 03/2013 to upto termination of agreements i.e 11/2013 are furnished herewith:

Month	CC Bills
03/2013 CC bill	439333.00
04/2013 CC bill	404544.00
05/2013 CC bill	439565.00
06/2013 CC bill	200802.00
07/2013 CC bill	241583.00
08/2013 CC bill	549855.00
09/2013 CC bill	486306.00
10/2013 CC bill	418033.00
11/2013 CC bill	474873.00
Total	3654894.00

Admittedly there is a mistake in stating CC bills pending as on 11/2016, upto termination of the Agreement, at the Table-1 by the respondents, which is nothing but 11/2013. The above breakup of CC arrears clears the issue raised by the Appellant, the CC bills of Rs 36,54,894/ were restricted upto the termination of agreement only i.e. by 11/2013 and not beyond the termination of the HT agreement as claimed by the Appellant and the amounts were accumulated on non

payment of the CC bills since 03/2013. Subsequently, Delayed payment surcharges are applicable on the number days of the payment, as per the Tariff Orders in vogue.

Further the Appellant claimed that the Respondents had not served the CC bills consequently the claim for payment of the CC arrears is barred by Section 56(2) of the Electricity Act, 2003. A plain reading of the Section 56(2) of the Electricity Act goes to show that no sum due shall be recoverable after the period of two years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrears of charges for Electricity supplied and the licensee shall not cut off the supply of the Electricity. Since the supply was already cut off on non payment of the CC arrears as mandated under Section 56(1) of the Electricity Act and remained disconnected for want of payment of arrears and also the HT agreement was terminated based on the Clause 5.9.4.3 of the GTCS, the condition imposed under Section 56(2) of the Electricity Act, 2003 is not applicable in the present dispute as after permanent disconnection there is no occasion in which the respondent may issue any bills for consumption of electricity, as the amount raised was initially levied during the period when the service connection was active running under the agreement, thereby the Appellant was bound to make payment of the same. Hence, the Section 56(2) of the Electricity Act does not imply against the present dispute.

The Appellant raised question on the billing of the R&C arrears, as per the statement given by the Respondents the amount of Rs 4,56,688/- remained unpaid over the R&C bills from 12/2012 to 07/2013 and the amount Rs 6,59,813/- was deducted consequent to ERC's order over waiver of 50% of penal charges issued vide proceedings No. APERC/Secy/154/2013 Dt.08.08.2013. Thereby Rs 2,03,125/- (Rs 6,59,813/- minus 4,56,688/-) were adjusted against the arrears pending of the subject service connection. Overall an amount of Rs 14,97,552/- (as per the statement given by the Respondents towards FSA charges) were added and an amount of Rs 11,94,016/- towards security deposit were deducted. Finally the arrears arrived as on the date of termination of the agreement is Rs 37,55,295/- and Rs 24,70,984/- is towards delayed payment surcharges as on dt.30.06.2017 (as per FORM-B), in total Rs 62,26,279/-. As per the statement given by the

Respondents at Table 1, the net R&C bills adjusted is Rs 2,03,125/-. It goes to show that the claim of Rs 18,23,390/- towards R&C bills is resolved by the Respondents. Further towards the claim of Rs 48,208/- of delayed payment surcharges in the FY 2012-13, the monthly breakup statement from April,2012 to March,2013, showing demand, due date, collection, date of payment and number of days delayed was clearly shown by the Respondents at Table - 2 supra, over which the Appellant has not given any conclusive material to set aside. Overall, there is no discrepancy found in billing of the subject service connection. In view of the above, the claim of the Appellant to set aside the notice Form B issued by the Respondents vide SE/OP/RRS/SAO/AAO/JAO/HT/Form B/D.No 206/2017 dated 21.7.2017, of Rs 62,26,279/- is not tenable. Hence in view of the above discussions this issue is decided against the Appellant.

#### **Issue No.2**

11. In the result the Appeal is dismissed.

TYPED BY Office Executive cum Computer Operator, Corrected, Signed and Pronounced by me on this the 16th day of August, 2019.

**Sd/-**

**Vidyut Ombudsman**

1. M/s. Karthik Steel Re Rolling, #1-7-1062/2, Azamabad, Hyderabad - 500 020. Cell: 9391033606.
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.