



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 Twenty Eight Day of July 2018

Appeal No. 14 of 2018

Preferred against Order Dt. 30.01.2018 of CGRF in

C.G.No.851/2017-18/Hyderabad South Circle

Between

Sri. P. Ramesh, #15-2-424, Siddiam Bazar, Hyderabad - 12. Cell: 9652056508.

... Appellant

AND

1. The ADE/OP/Troop Bazar/TSSPDCL/Hyderabad.
2. The AAO/ERO/Sultan Bazar/TSSPDCL/Hyderabad.
3. The DE/OP/Begum Bazar/TSSPDCL/Hyderabad.
4. The SE/OP/Hyd.South Circle/TSSPDCL/Hyderabad.

... Respondents

The above appeal filed on 10.02.2018, coming up for final hearing before the Vidyut Ombudsman, Telangana State on 10.07.2018 at Hyderabad in the presence of Sri. K. Nataraj - on behalf of the Appellant and Sri. A. Laxmaiah - ADE/OP/Troop Bazar, Smt. T. Kavitha - AAO/ERO/Sultan Bazar and Sri. K. Ramesh Kumar - AE/OP/Troop Bazar for the Respondents and having considered the record and submissions of both the parties, the Vidyut Ombudsman passed the following;

AWARD

This is an Appeal filed against the orders of the CGRF vide CG No. 851 of 2017-18 Hyderabad South Circle dt.30.01.2018, avering that the Appellant herein filed the complaint before the said CGRF seeking for withdrawal of the demand notice issued by Additional Assistant Engineer for an amount of Rs 42,528/- due on the service Nos. K1002100, K1000260 and K3003202 in view of the link services to his service connection bearing No. K1000261 contending that the said arrears on the above three services are not liable to be paid by him as he is in no way connected to the said three services yet the Respondents are illegally demanding him to pay the said

amount and that the CGRF failed to appreciate his pleadings and directed him to pay the amount demanded by the Respondents. Hence aggrieved by the said order the present appeal is filed.

2. The Respondent No.1 on behalf of the Respondents contended vide his submissions bearing Lr.No.2137 dt.28.02.2018 that the three services K1002100, K1000260 and K3003202 belongs to Appellant's family members who are the owners of the premises pertaining to above said three services. In support of their claim the Respondents quoted the sale deed of the property bearing door No. 15-2-422/1 (SC No. K1003202) purchased from Gone Swaroopa Rani by Smt. Puppala Veena, W/o.Sri. P. Ramesh Kumar (Appellant). Link service notice for payment of the arrears pending in the above said three service connections was issued to the Appellant, since the services pertains to the same family and are in the same premises. Hence liable for payment. The particulars of the three service connections were given below:

Sl.No.	Service No.	Name of the consumer	Door No.
1.	K1002100	M/s. Krishna Trading Co.	15-2-422/2
2.	K1000260	P.M.Shankar Rao	15-2-423
3.	K3003202	Gone Swaroopa Rani	15-2-422/1

Further stated that Sri. P. Raj Mohan has applied for the commercial service with Door No. 15-2-422/1 taken lease from Smt. Puppala Veena W/o. Sri. P. Ramesh Kumar, vide Registration No. NR9051722244290 on dt.08.12.2017. That this application was rejected based on the Clause 8.4 of the GTCS which is reproduced here under:

Clause 8.4 : Transfer of Service Connection

The seller of the property should clear all the dues to the Company before selling such property. If the seller did not clear the dues as mentioned above, the Company may refuse to supply electricity to the premise through the already existing connection or refuse to give a new connection to the premises till all dues to the Company are cleared.

In view of the above, the Respondents claimed that Smt. Puppala Veena W/o. Sri. P. Ramesh Kumar is liable for the payment of the pending arrears with respect to the SC No. K1002100, K1000260 and K3003202, failing which the SC No. K1000261 pertaining to the Appellant Sri. P. Ramesh Kumar is liable for disconnection and the new application for commercial service is rejected for want of payment of the dues.

3. In view of the said contentions the Appellant herein filed a rejoinder dt.19.03.2018 stating that the service connection No. K3003202 at 15-2-422/1 belongs

to Smt. Puppala Veena wife of the Appellant, whereas it was held that link service notice was not served on the Appellant. That the premises No. 15-2-422/2 and 15-2-422/1 belongs to wife of the Appellant Smt. Puppala Veena but the premises No. 15-2-423 does not belong to either wife of Appellant or of the Appellant. Hence, cannot be treated as link service to SC No. K1000260. It was claimed that the Clause 8.4 of the GTCS does not applicable to the present case or the facts therein. The wife of the Appellant purchased the premises 15.-2-422/2 on 14.06.1999 and premises 15-2-422/1 on 30.01.2004 and that the Alleged arrears are pertaining to prior to the said purchase. The Appellant relied on the Section 56(2) of the Electricity Act,2003 stating that the Respondents cannot claim arrears beyond two years and hence the demanded arrears which are prior to 2004 is illegal and unlawful.

4. Hence in view of the above averments by both sides the following issues are framed:

Issues

1. Whether the Appellant is liable to pay the arrears amounting to Rs 42,528/- pending on three service connections bearing Nos. K1002100, K1000260 and K3003202?
2. Whether the Appellant is liable for disconnection of his service connection bearing No. SC K000261 and if not whether the Respondents are liable to withdraw their demand notice for R 42,528/- ? and
3. To what relief?

Issue Nos. 1 & 2

5. The contention of the Appellant is that since the service connection Nos. K1002100, K1000260 and K3003202 are not located in his premises and since he has nothing to do with the said connections the demand notice issued by the Respondents to pay the arrears on the said three connections and threatening to disconnect the electricity supply to his SC No. K1000261 is not only illegal but is also arbitrary and pointed out the Service Connection No. K3003202 is located in the premises bearing No. 15-2-422/1 and the Service Connection bearing No. K1002100 located in premises No. 15-2-422/2 are pertaining to the premises belonging to his wife namely Smt. Puppala Veena and that he has nothing to do with the said premises as the said properties are purchased individually by his wife, whereas he purchased the premises bearing No. 15-2-424 which is on the ground floor under a separate document independently by himself and as such the question of linking the services of different premises belonging

to his wife with that of his service connection is not only improper but is also illegal and arbitrary.

6. The Respondents on the other hand contended that the said three connections mentioned above by the Appellant belongs to the Appellant's family members who are the owners of the premises in which the said three connections are located. They also contended that they filed the title documents pertaining to the premises No. 15-2-422/1 in which the service connection No. K3003202 is located and pointed out that the said document clearly shows that One Smt. Puppala Veena who is the wife of the Appellant herein i.e. Sri. P. Ramesh Kumar purchased the said property from One Smt. Gone. Swaroopa Rani and hence they have issued a demand notice for the pending arrears to the Appellant herein and as such contended that Clause 8.4 of GTCS clearly mentions that **"the seller of the property should clear all the dues to the Company before selling such property. If the seller did not clear the dues as mentioned above, the Company may refuse to supply electricity to the premise through the already existing connection or refuse to give a new connection to the premises till all dues to the Company are cleared."** The Respondents also relied on Sub Clause 51 of Section 2 of the Electricity Act, 2003 and pointed out that the same mentions that "Premises" includes any land building or structure and further relied on Clause 10 of Regulation 7 of 2013 and reproduced the same as follows:

"Where any consumer defaults in payments of charges for the supply of electricity, and / or any other sums payable to the Company under the contract of supply agreement, the Company, may, without prejudice to its other rights cause to disconnect all or any of the other services of the consumer within the area of supply of the Licensee, though such services be distinct and are governed by separate agreements and though no default occurred in respect thereof."

and contended that in view of the above provisions all the service connections existing in the premises belongs to the Appellant or his family and hence he is liable to pay all the dues of electricity pending under various service connections.

7. In the above mentioned circumstances of the averments and presentations made by both sides the admitted facts are that One Smt. Puppala Veena is the wife of the Appellant herein i.e. Sri. P. Ramesh Kumar and that the Appellant and his wife have purchased different floors in a single building having different House Numbers under different documents of title from different title holders and are carrying on different activities in their individual capacities.

8. Hence in the face of the above mentioned facts let us now consider Clause 8.4 of GTCS on which the Respondents relied on:

“The seller of the property should clear all the dues to the Company before selling such property. If the seller did not clear the dues as mentioned above, the Company may refuse to supply electricity to the premise through the already existing connection or refuse to give a new connection to the premises till all dues to the Company are cleared.”

The said provisions admittedly show that a purchaser of the property has to clear all the dues of the electricity supplied to the said premises if the seller of the said premises fail to clear the same.

9. A perusal of Sub Clause 52 of Section 2 of the Electricity Act,2003 and Clause 10 of Regulation No. 7 of 2013 shows that premises includes land, building or structure and if the consumer defaults in payment of charges of the supply of the electricity or any other arrears due on the said services the Licensee is entitled to disconnect all other service connections within the area of supply of the Licensee. Admittedly there are dues on the service connections bearing Nos. K1002100, K1000260 and K3003202 and that they are located in the premises bearing Nos. 15-2-422/2, 15-2-423 and 15-2-422/1 respectively but not in the premises bearing No. 15-2-424 of the Appellant.

10. Hence in the said circumstances the point for consideration is whether the premises of the Appellant herein i.e. the premises bearing No. 15-2-424 purchased under document No. 859/90 dt. 29.11.1990 belonging to the Appellant and the premises bearing No. 15-2-422/2 purchased under document No. 486/99 dt. 24.06.1999 and the premises bearing 15-2-422/1 purchased under document bearing No. 134/2004 dt.30.01.2004 can be termed as a single premises as provided under Sub Clause 51 of Section 2 of the Electricity Act,2003. A perusal of the documentary evidence adduced by the Appellant clearly shows that the wife of the Appellant purchased the premises bearing No. 15-2-422/2 and 15-2-422/1 under different documents and on different dates, so also the Appellant purchased the premises bearing No. 15-2-424 under a different document on a different date from that of the document under which his wife i.e. Smt. Puppala Veena purchased her two premises though undoubtedly they are in the same building. The said fact that the above mentioned premises in the name of the Appellant and his wife are purchased on different dates and on different floors having different municipal numbers clearly goes to show that the said premises of the Appellant and his wife are unconnected to one another and hence cannot be termed as

a single premises particularly as the premises of the Appellant and his wife are having separate entities and separate activities. The contention of the Appellant that the premises bearing No. 15-2-423 in the same building neither belongs to his wife nor himself clearly goes to support the fact that all the floors in the said building cannot be termed as single premises. It is also evident on record that both the Appellant and his wife are carrying on their activities in their premises in their individual capacity having purchased their respective properties on different dates. The Respondents have not adduced any evidence to show that the Appellant and his wife are carrying on a joint business in the entire building. Hence the contention of the Respondents that since the service connection of the Appellant is located in the same building in which the service connections bearing Nos. K1002100, K1000260 and K3003202, belonging to his wife, are in the same premises is not tenable in spite of the accepted facts that the Appellant and Smt. Puppala Veena are the members of the same family being husband and wife and their respective floors are in the same building. As such the contentions of the Respondents that the Appellant being the husband of Smt. Puppala Veena, in whose premises the service connections bearing Nos. K1002100, K1000260 and K3003202, is liable to pay the arrears of the said three connections is herewith rejected. Hence concludes that the properties of the Appellant are different from the properties of his wife in which the above three connections are located and as such the Appellant is not liable to pay any dues on the said three service connections. And as such the Respondents are not entitled for claiming the said dues from the Appellant. Hence decides these issues in favour of the Appellant.

Issue No.3

11. In the result the demand notice dt. NIL issued by the Additional Assistant Engineer for Rs 42,528/- is herewith set aside and the Appeal is allowed.

12. The licensee shall comply with and implement this order within 15 days from the date of receipt of this order under clause 3.38 of the Regulation 3 of 2015 of TSERC.

TYPED BY Office Executive cum Computer Operator, Corrected, Signed and Pronounced by me on this the 28th day of July, 2018.

Sd/-

Vidyut Ombudsman

1. Sri. P. Ramesh, #15-2-424, Siddiam Bazar, Hyderabad - 12.
Cell: 9652056508.

2. The ADE/OP/Troop Bazar/TSSPDCL/Hyderabad.

3. The AAO/ERO/Sultan Bazar/TSSPDCL/Hyderabad.

4. The DE/OP/Begum Bazar/TSSPDCL/Hyderabad.

5. The SE/OP/Hyd.South Circle/TSSPDCL/Hyderabad.

Copy to :

6. The Chairperson, CGRF, Greater Hyderabad Area, TSSPDCL, GTS Colony,
Vengal Rao Nagar, Erragadda, Hyderabad.

7. The Secretary, TSERC, 5th Floor Singareni Bhavan, Red Hills, Lakdikapul, Hyd.