



BEFORE THE VIDYUT OMBUDSMAN FOR THE STATE OF TELANGANA

First Floor 33/11 kV Substation, Beside Hyderabad Boat Club
Lumbini Park, Hyderabad - 500 063

**PRESENT : SRI MOHAMMAD NIZAMUDDIN
VIDYUT OMBUDSMAN**

**TUESDAY THE SIXTEENTH DAY OF SEPTEMBER
TWO THOUSAND AND TWENTY FIVE**

Appeal No. 18 of 2025-26

Between

Sri Dasari Siva Kumar, #B7, F4, Vigyanpuri Colony, OU Main Road, Vidya Nagar,
Hyderabad - 500 044.

.....Appellant

AND

1. The Assistant Engineer/Operation/Shankarmutt/TGSPDCL/Hyderabad Central.
2. The Assistant Divisional Engineer/Operation/Barkatpura/TGSPDCL/Hyderabad Central.
3. The Assistant Accounts Officer/ERO/Azamabad/TGSPDCL/Hyderabad Central.
4. The Divisional Engineer/Operation/Azamabad/TGSPDCL/Hyderabad Central.
5. The Superintending Engineer/Operation/Hyderabad Central/TGSPDCL/Hyderabad Central.

..... Respondents

This appeal is coming on before me for the final hearing on 15.09.2025 in the presence of the appellant and Sri Y. Vijaya Shekar - AE/OP/Shankarmutt, Sri Srinivas Avula - ADE/OP/Barkatpura, Smt. S. Padma - AAO/ERO/Azamabad and Sri Kamal Kumar - DE/OP/Azamabad for the respondents and having stood over for consideration till this day, this Vidhyut Ombudsman passed the following:-

AWARD

This appeal is preferred aggrieved by the Award passed by the Consumer Grievances Redressal Forum - (Greater Hyderabad Area) (in short 'the Forum') of Telangana State Southern Power Distribution Company Limited (in short 'TGSPDCL') in C.G.No.09/2025-26/Hyderabad Central Circle dt.23.06.2025, allowing the complaint in part.

CASE OF THE APPELLANT BEFORE THE FORUM

2. The case of the appellant is that the respondents have released Service Connection No. VZ006953 (in short 'the subject Service Connection') to its consumer at Vidya Nagar, Hyderabad. It appears that the appellant is the tenant in respect of the subject Service Connection. The respondents have demanded, in all, Rs.63,340/- towards Fixed Charges for enhancing the load on the subject Service Connection on two occasions. The appellant sought clarification from the respondents in respect of the said amount. The respondents have finally disconnected the power supply to the subject Service Connection on 21.04.2025 at about 11.00 AM without prior notice. Though the appellant made several representations to the respondents, he did not get any relief. Accordingly it was prayed for restoration of power supply and to do the needful in that regard.

WRITTEN SUBMISSIONS OF THE RESPONDENTS

3. In the written reply filed by respondent No.2 before the learned Forum, it is, inter-alia, submitted that the subject Service Connection was inspected on the first occasion and the load was enhanced from 1 KW to 6 KW. As per notice No. HYC/AZBD/BRKP/5145/14 dt.18.12.2014 issued by respondent No.2, the appellant paid the Development Charges amount of Rs.10,000/- on 23.01.2015 as desired. The second such notice was also issued by respondent No.2 for enhancing the load from 6KW to 11KW. The appellant also paid Rs.10,000/- on 22.07.2016 as desired. Respondent No.3 was informed accordingly for updating the load in the Electronic Billing Statement (in short 'EBS'). The load was updated in EBS for both cases only on 07.02.2025. At that time debit JE was raised for Fixed Charges of Rs.63,340.10 ps (Rs.33,730.60 + Rs.29,609.50 ps). On 08.03.2025, the bill was issued for Rs.75,688.10 including the arrears of Rs.63,340.10 ps. Since the appellant did not pay the said amount, the subject Service Connection was disconnected on 21.04.2025.

4. In the written reply filed by respondent No.3, before the learned Forum the averments similar to that of the written reply of respondent No.2 were mentioned. It is also mentioned that the load was not enhanced in the EBS promptly due to non-availability of consumer's name in EBS.

AWARD OF THE FORUM

5. After considering the material on record and after hearing both sides, the learned Forum has allowed the appeal in part as stated above.

6. Aggrieved by the said Award of the learned Forum, the present appeal is preferred, reiterating the contents of the complaint filed before the learned Forum. It is also submitted that the respondents neglected the issue for (10) years and due to the mistake of the respondents the appellant became the victim. When he raised voice, the respondents went on harassing him. Therefore it is prayed to do justice.

WRITTEN SUBMISSION OF RESPONDENTS

7. In the written reply filed by respondent No.3 the contents of the written reply filed by her before the learned Forum are reiterated.

ARGUMENTS

8. It is argued by the appellant that he paid Rs.10,000/- each on two occasions promptly to the respondents as claimed by them towards Development Charges for enhancing the load of the subject Service Connection; that almost after a decade the respondents demanded Rs.63,340/- towards Fixed Charges with abnormal delay; that the respondents have disconnected the power supply to the subject Service Connection from 21.04.2025 to 24.04.2025 due to which he suffered mental trauma and

sustained financial loss and hence he prayed to do justice and to award compensation.

9. On the other hand, the respondents have supported the Award passed by the learned Forum in respect of the claim of the Fixed Charges from the appellant.

POINTS

10. The points that arise for consideration are:-

- i) Whether the appellant is not liable to pay Rs.63,340/- towards Fixed Charges on the subject Service Connection?
- ii) Whether the appellant is entitled for compensation from the respondents?
- iii) Whether the Award of the learned Forum is liable to be set aside? and
- iv) To what relief?

POINT Nos. (i) and (ii)

ADMITTED FACTS

11. It is an admitted fact that initially the respondents have demanded Rs.10,000/- (Rs.6,000/- towards Development Charges + Rs.4,000/- towards Security Deposit) from the appellant vide notice dt.18.12.2014 issued by respondent No.2. That amount was paid by the appellant on 23.01.2015. The said amount is in respect of regularisation of additional load of 5 KW from the existing load of 1KW at that time. Thereafter respondent No.2 has also issued

similar notice on 22.03.2016 to the appellant demanding Rs.10,000/-(Rs.6,000/- towards Development Charges + Rs.4,000/- towards Security Deposit). That amount was also paid by the appellant on 22.07.2016. The said amount is in respect of regularisation of additional load of 5 KW from the enhanced load of 6 KW at that time. But the load was not regularised immediately and it was regularised in the EBS only on 07.02.2025. It is also an admitted fact that the appellant did not pay the amount of Rs.63,340/-. Like-wise the respondents disconnected the power supply to the subject Service Connection on 21.04.2025 at 11.00 AM and the power supply was restored on 24.04.2025.

SETTLEMENT BY MUTUAL AGREEMENT

12. Both the parties have appeared before this Authority virtually and physically. Efforts were made to reach a settlement between the parties through the process of conciliation and mediation. However, no settlement could be reached. The hearing, therefore, continued to provide reasonable opportunity to both the parties to put-forth their case and they were heard.

REASONS FOR DELAY IN DISPOSING OF THE APPEAL

13. The present appeal was filed on 23.08.2025. This appeal is disposed of within the period of (60) days.

CRUX OF THE MATTER

14. The present appeal is filed by the appellant consequent to disconnection of the Service Connection No. VZ006953, B7,F4, Vigyanpuri Colony, Vidya Nagar, Hyderabad effected by the respondents for non-payment of (10) years old Fixed Charges of Rs.63,340/-. The appellant alleged that the disconnection was effected on 21.04.2025 without any prior intimation or notice; that the amount so raised is due to the negligence of the officers of the respondents claiming the (10) years old arrears now and harassing to pay the arrears amount with immediate effect and since two months they did not allow him to pay the regular monthly current bills. Now it is necessary to analyse about FIXED CHARGES.

ORIGIN OF FIXED CHARGES AND ITS CONCEPT

Regulatory framework:

The practice originates from the Electricity Act, 2003, which empowers State Electricity Regulatory Commissions like Telangana Electricity Regulatory Commission (in short 'TGERC') to determine electricity tariffs and ensure equitable cost recovery for electricity distribution companies (DISCOMs).

Financial Viability:

These charges ensure that DISCOMs can recover the substantial fixed costs associated with building and maintaining their generation, transmission and distribution infrastructure including the 33 kV, 11 kV and Low Voltage (LT) networks, regardless of the actual energy consumed by the consumer.

Justification:

The TGERC approves these charges to prevent financial losses for the DISCOMs, which may otherwise not recover the fixed costs if they relied solely on energy charges from fluctuating consumer demand.

Concept of Fixed Charges

Cost Recovery:

Fixed Charges are essentially a component of the overall electricity tariff designed to recover the fixed costs of the power system, which are incurred irrespective of electricity availability of the grid for all consumers, including those with open access who use the DISCOMs grid infrastructure to receive the power from external sources.

Understanding Fixed Charges:

Unlike the energy charge, which is based on the number of units (kWh) consumed, the fixed charge is a flat fee determined by the sanctioned load or the contracted load of the consumer's connection, typically measured in kilowatts (kW) or kilo-volt-amperes (kVA).

Purpose:

The purpose of fixed charges is to ensure that TGSPDCL has a steady revenue stream to cover its fixed costs, such as the maintenance of transmission and distribution lines, transformers, sub-stations, and other essential equipment. These costs are incurred by the utility whether a consumer uses electricity or not, so the fixed charge guarantees a base income for the operational health of the power grid.

15. Fixed Charges, which cover infrastructure maintenance are levied on all consumers and must be included in the electricity bill, regardless of actual energy consumption. TGSPDCL levy Fixed Charges as a mandatory component of electricity bills, which will vary according to tariff rates prescribed by the Hon'ble TGERC based on the consumer category, contracted load and monthly usage. These charges are mandatory over and above the energy charges for electricity supply.

16. In the present case, the appellant utilised excess load over the contracted load on various occasions, the details are as follows:-

Sl. No.	Date of inspection	Case No.	Existing contracted load	Excess connected load	Payment towards excess load	Date of payment	Fixed charges levied
1.	18.12.2014	HYC/AZBD/BR KP/5145/14	1 KW	5 KW	DC - Rs.6000/- SD - Rs.4000/-	23.01.2015	Rs.29,609/-
2.	09.03.2016	HYC/AZBD/BR KP/6556/16	6 KW	5 KW	DC - Rs.6000/- SD - Rs.4000/-	22.07.2016	Rs.33,730/-
3.	17.01.2020	HYC/HYC/AZBD/E/135329/20	11 KW	4 KW	Not paid	-	Auto generated case based on RMD

Out of the above three cases, it appears that the case booked on 17.01.2020, vide case No.HYC/HYC/AZBD/E/135329/20, towards excess load of 4 KW based on the Recorded Maximum Demand was withdrawn by the learned Forum, consequent to non-updation of the payment made towards Development Charges on account of excess connected load of 10 KW, each 5 KW on two different occasions booked on 18.12.2014 and 09.03.2016. Though the appellant paid the amount against the above said two cases on 23.01.2015 and 22.07.2016 respectively, the load was not regularised in the billing system until 07.02.2025, which goes to show that the officials erred in not updating the record of payment of Development Charges resulting in non-updation of the contracted load upto 11 KW. Since the Fixed Charges are incidental on the contracted load, there was a shortfall of Fixed Charges amount raised upon the difference of contracted load as stated below:-

- a) 6KW - 1 KW = 5 KW from Jan 2015 to Jan 2025 for an amount of Rs.29,609/- and

b) 11KW - 6KW = 5 KW from Apr 2018 to Jan 2025 for an amount of Rs.33,730/-.

It took almost (10) years for updation of the load in the billing system by the concerned officials, resulting in a shortfall of Fixed Charges at a lumpsum amount of Rs.63,340/-. The appellant claimed that though he had paid the Development Charges soon after receiving notices towards such payment, he was subjected to harassment by disconnection of supply without any prior notice and demanded payment of the total amount at a lump-sum of Rs.63,340/-. But the record goes to show that respondent No.3 issued a notice vide D.No.1747 dt.14.02.2025 to the appellant to pay an amount of Rs.63,340/- against Fixed Charges and Rs.6,855/- against current month bill amount, and the copy of notice was enclosed by the appellant with the appeal. More-over on the request of the consumer for the calculation sheet, respondent No.3 vide letter dt.19.03.2025 has furnished the same to the appellant. Hence, the appellant cannot contend that disconnection was resorted to by the respondents without any prior notice. However, it is necessary to deal with the claim of Rs.63,390/- with abnormal delay and other particulars including disconnection of power supply in detail in the later part of this Award and it is to be seen as to whether the respondents have acted prudently in guiding the appellant properly as per the existing law, especially in view of extra-ordinary delay in issuing the notice to collect Fixed Charges. If the answer is negative, the respondents are liable to pay compensation to the appellant.

17. Respondent No.3, has submitted that due to non-availability of consumer's name in EBS portal against the subject Service Connection the updation of load was not effected. According to her, after consulting the corporate office, necessary access was taken and thereby load was enhanced to 11 KW on 07.02.2025.

GROUND TO AWARD COMPENSATION

18. Initially, as already stated, respondent No.2 has issued a notice dt.18.12.2014 to pay Rs.10,000/-. The appellant paid that amount on 23.01.2015 without much delay. Similarly respondent No.2 has issued another notice dt.22.03.2016 demanding the appellant to pay Rs.10,000/-. That amount was also paid on 22.07.2016. Thus the appellant paid, in all, Rs.20,000/- as claimed by the respondents to regularise the additional load on the subject Service Connection. Then the respondents ought to have regularised the additional load in the EBS immediately. But that was done on 07.02.2025. The respondents took almost (10) years to complete this process. This is an abnormal and unexplained delay. The ground taken by the respondents for this purpose is not convincing. Any Consumer is entitled for compensation normally in the following circumstances:-

i) Breach of statutory duty:- Utilities have legal obligations to maintain regular billing cycles. In the present case soon after payments of the amounts claimed by the respondents, they simply neglected to regularise the additional load.

ii) Financial prejudice:- Delayed notices create unexpected financial burdens on the consumers. In the present case the respondents have issued the impugned notice on 14.02.2025 demanding Rs.63,340/- towards Fixed Charges

apart from current month bill. This notice was issued after payment of Rs.10,000/- each on 23.01.2015 and on 22.07.2016, which is shocking.

iii) Service standard violations:- Deviation from regulatory benchmarks warrants compensation. Normally, soon after payment of the desired amount, the licensee is supposed to regularise the additional load, immediately or within a reasonable time of one or two months. This was also not done in the present case.

iv) Natural justice principles:- Consumers deserve fair treatment under reasonable notice periods. In the present case the material on record, prima-facie, goes to establish that the respondents have not treated the appellant fairly, which he deserves.

19. It is significant to note that though the power supply was disconnected on 21.04.2025, it was not restored till 24.04.2025. The respondents are at fault in regularising the additional load which they did after a decade. Thus though there is abnormal and inordinate delay in regularising the additional load, the respondents resorted to disconnect the power supply of the subject Service Connection of the appellant. This disconnection of the power supply is like adding fuel to the fire. No doubt, in the normal course the act of such disconnection is proper but not in the present case.

20. At this stage is also necessary to refer to Rule- 6(10), (11) and Rule 13 of of The Electricity Rights of Consumers) Rules, 2020, which are relevant and which are as under:-

Rule 6(10):- If any bill is served with a delay of such period as specified by the Commission, not exceeding sixty days, the consumers shall be given a rebate of two to five percent.

Rule 6(11):- The information regarding the authority with whom grievance or complaint pertaining to the bill can be lodged shall be provided along with the bill and the same shall also be made available on distribution licensees website.

Rule (13) Compensation mechanism:-

(1) Consumers shall be automatically compensated for those parameters which can be monitored remotely when it can be successfully established that there is a default in performance of the distribution licensee.

(2) The Commission shall notify Regulations for establishment of mechanism, by the distribution licensee, for automatic payment of compensation determined under the provisions of sub-section (2) of Section 57 of the Act within six months from the notification of these Rules.

(3) The Commission shall oversee that the distribution licensee designs and maintains its distribution system in such a way that there is a gradual increase in the list of parameters, which can be monitored remotely and for which automatic compensation can be made to the consumer.

(4) The standards of performance for which the compensation is required to be paid by the distribution licensee include, but are not limited to, the following, namely—

(i) no supply to a consumer beyond a particular duration, to be specified by the Commission;

(ii) number of interruptions in supply beyond the limits as specified by the Commission;

(iii) time taken for connection, disconnection, reconnection, shifting;

(iv) time taken for change in consumer category, load;

(v) time taken for change in consumer details;

(vi) time taken for replacement of defective meters;

(vii) time period within which bills are to be served;

(viii) time period of resolving voltage related complaints; and

(ix) bill related complaints.

(5) The distribution licensee, within six months from the date of notification of the regulations by the Commission under sub-rule (2), shall create an online facility on which consumers may register and claim the compensation amount. The information in this regard shall be widely circulated among consumers through appropriate means including mass media, bills, SMS, e-mails or by uploading on licensee's website.

(6) In all cases of compensation, the payment of compensation shall be made by adjustment against current or future bills for supply of electricity, within stipulated time from the determination of claim as specified by the Commission.

21. At the cost of repetition, the delay of almost a decade in issuing notice to the appellant to pay Rs.63,340/- towards Fixed Deposit is shocking. Further the respondents have not informed the appellant to approach the learned Forum for redressal of the grievance as mentioned in the Rule even after disconnecting the power supply and also the reasons stated above like breach of statutory duty, financial prejudice, service standard violations and natural justice principles are the grounds to award compensation. Like-wise the Rules referred to above indicate that all bills must be issued within sixty days including the bill like in the present one. That was not done. These Rules also indicate the importance of awarding compensation to the consumer for inadequate service. Thus the respondents have not acted prudently in guiding the appellant as per the existing law especially where there was abnormal delay in issuing the relevant notice. In view of these factors I hold that it is a fit case to award compensation for the mental trauma undergone by the appellant and financial loss sustained by him. Accordingly, I hold that the appellant is liable to pay Rs.63,340/- towards Fixed Charges on the subject Service Connection and at the same time the appellant is entitled for compensation from the respondents and the Award of the learned Forum is liable to be set aside to that extent. As regards initiation of disciplinary action against the persons responsible for the lapses, the Award of

the learned Forum is liable to be confirmed. These points are accordingly decided partly in favour of the appellant and partly in favour of the respondents.

AWARD OF THE FORUM AND ITS RESULT

22. A perusal of the complaint dt.24.04.2025 filed by the appellant before the learned Forum goes to show that the appellant ventilated his grievance in respect of the claim of Rs.63,340/- demanded by the respondents after almost (10) years. The appellant has also explained in detail the ordeal underwent by him for going from pillar to post to solve his problem. As on 24.04.2025, power supply to his Service Connection was also disconnected. Though there is no specific prayer in the above complaint, from the contents of the complaint, it is manifest that the appellant wanted clarification in respect of the claim of the respondents towards Fixed Charges and to reconnect the power supply to the subject Service Connection and also to initiate necessary disciplinary action against the erring officials. The result portion of the Award of the Forum is as under:-

In the result the grievance complaining filed on 24.04.2025 by the complainant/consumer is hereby allowed with the following directions to the respondents:-

- i) The respondents are hereby directed to withdraw the Development Charges cases vide Case No.HYDC/HYC/AZBD/E135329/20 dt.17.01.2020 against S.C.No. VZ006953 within (30) days from the date of receipt of this Order and shall file the compliance report.
- ii) The respondents are hereby directed to initiate suitable action against the persons responsible for lapse within (30) days from the date of receipt of this Order.

The complaint is disposed off accordingly.

The first part of the above result shows that the respondents were directed to withdraw the Development Charges case dt.17.01.2020 in respect of the subject Service Connection. The appellant never questioned about that case specifically, thus this relief granted by the learned Forum is unnecessary. The second part of the relief is in respect of disciplinary action against the erring officials. The learned Forum in the above result portion stated, inter-alia, that the complaint is hereby allowed. It did not state at least allowed in part. Even as on 24.04.2025, by the time of submitting the complaint to the Forum the power supply was disconnected. His main grievance was not redressed. The Award of the learned Forum is nothing but the proverb operation success but the patient died, inasmuch as major reliefs were

not granted to the appellant. Therefore, the learned Forum is not right in mentioning the words that the complaint is allowed etc.,

Point No.(iii)

23. In view of the finding on point Nos.(i) to (iii), the appeal is liable to be allowed in part to the extent indicated above. Further having regard to the facts and circumstances of the case, the appellant is also entitled to pay the amount in question in instalments.

RESULT

24. In the result, the appeal is allowed in part. The appellant is liable to pay the amount towards Fixed Charges. He is entitled to pay the said amount in instalments. The respondents are directed to pay a sum of Rs.20,000/-

(Rupees twenty thousand only) as compensation to the appellant. This amount shall be adjusted in the Fixed Charges amount of Rs.63,340/-. Thus the appellant is directed to pay the amount as under:-

Total amount of Fixed Charges	: Rs.63,340/-
Amount awarded towards compensation (-)	: <u>Rs.20,000/-</u>
Balance amount payable	: <u>Rs.43,340/-</u>

This amount shall be paid by the appellant in (6) instalments as under:-

1. Rs.8,340/- on or before 05.10.2025
2. Rs.7,000/- on or before 05.11.2025
3. Rs.7,000/- on or before 05.12.2025
4. Rs.7,000/- on or before 05.01.2026
5. Rs.7,000/- on or before 05.02.2026
6. Rs.7,000/- on or before 05.03.2026

In default of payment of any instalment, the respondents are at liberty to realise the entire amount in lumpsum.

As regards initiation of disciplinary action against the persons responsible for the lapse, the Award of the learned Forum is confirmed.

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 16th day of September 2025.

Sd/-

Vidyut Ombudsman

1. Sri Dasari Siva Kumar, #B7, F4, Vigyanpuri Colony, OU Main Road, Vidya Nagar, Hyderabad - 500 044.
2. The Assistant Engineer/Operation/Shankarmutt/TGSPDCL/Hyderabad Central.
3. The Assistant Divisional Engineer/Operation/Barkatpura/TGSPDCL/Hyderabad Central.
4. The Assistant Accounts Officer/ERO/Azamabad/TGSPDCL/Hyderabad Central.
5. The Divisional Engineer/Operation/Azamabad/TGSPDCL/Hyderabad Central.
6. The Superintending Engineer/Operation/Hyderabad Central/TGSPDCL/Hyderabad Central.

Copy to

7. The Chairperson, Consumer Grievances Redressal Forum of TSSPDCL- Greater Hyderabad Area, Door No.8-3-167/E/1, Central Power Training Institute (CPTI) Premises, TSSPDCL, GTS Colony, Vengal Rao Nagar, Erragadda, Hyderabad - 45

