



BEFORE THE VIDYUT OMBUDSMAN FOR THE STATE OF TELANGANA

First Floor 33/11 kV Substation, Hyderabad Boats Club Lane
Lumbini Park, Hyderabad - 500 063

**PRESENT : SRI MOHAMMAD NIZAMUDDIN
VIDYUT OMBUDSMAN**

THURSDAY THE TWENTY FIFTH DAY OF AUGUST
TWO THOUSAND AND TWENTY TWO

Appeal No. 32 of 2021-22

Between

M/s. Veeranjanya Rice Mill, through its proprietor, Sri M. Buchaiah,
r/o. Puta Doddi village, Itikyal Mandal, Jogulamba Gadwal District.
Cell: 9440035363. **.....Appellant**

AND

1. The Assistant Engineer / Operation / Erravalli x Road / TSSPDCL /
Jogulamba Gadwal District.
2. The Assistant Divisional Engineer / Operation / Alampur x Road / TSSPDCL /
Jogulamba Gadwal District.
3. The Assistant Accounts Officer / ERO / Gadwal / TSSPDCL / Jogulamba
Gadwal District.
4. The Divisional Engineer / Operation / Gadwal / TSSPDCL / Jogulamba
Gadwal District.
5. The Senior Accounts Officer / Operation / Gadwal / TSSPDCL / Jogulamba
Gadwal District.
6. The Superintending Engineer / Operation / Gadwal / TSSPDCL / Jogulamba
Gadwal District.
7. The Chief General Manager (Revenue) / TSSPDCL / Mint Compound /
Hyderabad.
8. The Chief General Manager (Commercial) / TSSPDCL / Mint Compound /
Hyderabad. **..... Respondents**

This appeal is coming on before me for final hearing on 10.08.2022 in the presence of Sri M Buchaiah, appellant in person and Sri G. Mohan - DE/OP/Gadwal, Sri M Madan Mohan - AAO/ERO/Gadwal and Sri G. Venkateswara Rao - AE/OP/Erravally representing 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 (Rural) Hyderabad - 45 (in short 'the Forum') of Telangana State Southern Power Distribution Company Limited (in short 'TSSPDCL') in C.G.No.14/2021-22 dated 23.10.2021.

CASE OF THE APPELLANT BEFORE THE FORUM

2. The appellant is having Service Connection No. 0652000135 from 17.03.1993. In February 2021, the appellant received a CC bill under H.T. and the Recorded Maximum Demand (in short 'RMD') was 104.41 HP due to unknown problem. The appellant paid the bill. The appellant made a representation to respondent No.1 on 09.04.2021 for revision of bill of February 2021 and March 2021. The respondents refunded Rs. 40,000/- only. The appellant, therefore, prayed the Forum to direct the respondents to refund Rs. 53,000/- pertaining to February 2021 bill.

CASE OF THE RESPONDENTS BEFORE THE FORUM

3. Respondent No.1 in his written submission has stated that basing on the complaint of the appellant he inspected the premises of the appellant and

noted the connected load particulars and same was submitted to respondent No.2 vide report dt.25.03.2021.

4. Respondent No.2 in his written submission has stated about the inspection of respondent No.1 to the premises of the appellant and also stated that he submitted a report to respondent No.4. This respondent has also stated that on the instruction of the Forum, they inspected the premises of the appellant on 16.07.2021 and noted that the connected load is 89 HP.

5. Respondent No.3 in his written submission has stated that the Service Connection of the appellant is Category-III with contracted load of 74 HP. In February 2021, HT Category bill was generated due to exceeded Recorded Maximum Demand as 78.33 KVA / 104.44 HP and attached the flag as per billing software, due to which CC charges bill has to be issued vide HT Category from 2021 onwards. The bill for March 2021 was revised from HT billing to LT billing and the amount of Rs 40,315/- was withdrawn in the month of April 2021. Since the appellant exceeded the contracted load in February 2021, the said was not revised from HT billing.

6. Respondent No.7 submitted a letter dt.14.10.2021 stating that the RMD of the appellant had exceeded in February 2021 as such the CC bill was issued with HT Tariff rates.

AWARD OF THE FORUM

7. After hearing both sides and after considering the material on record the learned Forum has dismissed the complaint as not maintainable.

GROUNDINGS OF THE APPEAL

8. Aggrieved by the Award passed by the Forum, the present appeal is preferred, contending among other things, that the learned Forum has not considered the material on record properly and that without any fault of the appellant, he was forced to pay excess electricity bills to the respondents and though the connected load was not exceeded the contracted load and hence he prayed to direct the respondents to refund the amount paid for February 2021.

9. **Heard both sides.**

POINTS

10. The points that arise for consideration are:-

- i) Whether the appellant is entitled for refund of the bill in HT Tariff rates already paid for February 2021?
- ii) Whether the Award passed by the learned Forum is liable to be set aside? and
- iii) To what relief?

SETTLEMENT BY MUTUAL AGREEMENT

11. Both the parties have appeared before this Authority on 10.08.2022. 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

12. 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.

POINT No. (i) and (ii)

ADMITTED FACTS

13. The admitted facts are that the appellant is having Service Connection No. 0652000135 from 17.03.1993. Basing on the representation of the appellant the respondents have refunded the bill amount paid for the month of March 2021. The contracted load of the appellant is 74 HP.

CRUX OF THE MATTER

14. The material on record shows that the appellant availed excess RMD over 100 HP on four occasions previously viz., January 2009 - 120.27 HP, February 2019 - 125.07 HP, March 2019 - 105.33 HP and in February 2021 - 104.44 HP (78.33 KVA). The raised amounts were withdrawn (the withdrawal was consequent to abnormal RMD's in old meter). The dispute in the present case is for the month of February 2021. It is pertinent here to notice the provisions touching the issue. The contractual agreement between

the appellant and licensee in Appendix IA, Clause 2 is reproduced here under:-

“Load / Maximum Demand :- “I/we agree to take from the Company, electric power for a connected load not exceeding _____ HP/kW subject to a Contracted Maximum Load not exceeding _____ HP/kW for our exclusive use for the purposes above mentioned, at our Mills/Factory/Premises situated at _____. I/we shall not effect any change in the contracted demand without prior intimation to the Company.”

But in the present case, the appellant in the agreement agreed not to exceed the contracted load. The appellant exceeded the contracted demand of 74 HP to an extent of 104.44 HP breaching the above given clause of the agreement during the month of February 2021. Subsequent to this HT flag was raised in the billing automatically and HT tariff rates were imposed for the month of February 2021 and also in March 2021 where the RMD was 67.89 KVA/ 91 HP only. The appellant opposed such levy of charges through his representation given to AE/OP/Erravally on 09.04.2021. As already stated the bill for the month of March 2021 was withdrawn. The bill for February 2021 was not revised and the respondents claimed it is liable to be paid.

15. In view of the nature of the grievance involved in the appeal, it is desirable to refer to the relevant clauses of GTCS and Tariff Order 2018-19.

The provisions governing the present issue are mentioned here under:-

General Terms and conditions Clause 12.3.2:-

“if at any time the maximum demand of a HT consumer exceeds his contracted demand or LT consumer exceeds the contracted load without prior approval of the Board, the consumer shall be liable to compensate the Board for all damages occasioned to its equipment or machinery if any, by

reason of this default, and shall also be liable to pay the charges payable by him on account of such default, and shall also be liable to pay the charges payable by him on account of such increase in demand or load and penalty, as prescribed by the board from time to time, without prejudice to this right the Board may also cause the supply to the consumer to be disconnected.”

Tariff Order 2018-19 Clause : LT-Tariffs ; Clause 7.53(iv):-

“Where the recorded demand of any Service Connection under this Category exceeds the 75 KVA (or 100 HP), such excess demand shall be billed at the demand charge prescribed under HT-I (11 KV supply).”

The auto generation of HT flag from the month of excess RMD over 100 HP is unwarranted and not in accordance with provisions of GTCS and Tariff order. However, above statutes envisage the Licensee to apply the demand charges at HT tariff rates during the months where RMD has crossed 100 HP.

16. The aforementioned provisions make it clear beyond doubt that action of the respondents in levying the demand charges prescribed under HT-I rates only during the month February 2021 RMD of 104.44 HP is admissible, as such the appellant is not entitled for refund of the bill in HT tariff rates already paid for the month of February 2021 and the Award passed by the Forum is not liable to set aside.

POINT No. (iii)

17. In view of the findings on point No. (i) and (ii), the Award of the Forum is liable to be confirmed.

RESULT

18. In the result, the appeal is rejected, without costs, confirming the Award passed by the Forum.

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 25th day of August 2022.

Sd/-

Vidyut Ombudsman

1. M/s. Veeranjanya Rice Mill, Through its Proprietor, Sri. M. Buchaiah, Puta Doddi village, Itikyal Mandal, Jogulamba Gadwal District. Cell: 9440035363.
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9. The Chief General Manager (Commercial) / TSSPDCL / Mint Compound / Hyderabad.

Copy to

10. The Chairperson, Consumer Grievances Redressal Forum - Greater Hyderabad Area, TSSPDCL, GTS Colony, Vengal Rao Nagar, Hyderabad.

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