



**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 Fourteenth Day of February 2020

**Appeal No. 34 of 2019-20**

Preferred against Order dt.30.11.2019 of CGRF  
in CG No.466/2019-20 of Secunderabad Circle

Between

Smt. Sandhya Ravindra M, M/s. Sreeven CNC Technologies Pvt. Ltd.,  
# 5-36/181, Prashanthi Nagar, Kukatpally, Hyderabad - 500 072.  
Cell: 9885667984, 9885221255.

... Appellant

**AND**

1. The AE/OP/IDPL/TSSPDCL/Hyderabad.
2. The ADE/OP/R.R.Nagar/TSSPDCL/Hyderabad.
3. The AAO/ERO/Bowenpally/TSSPDCL/Hyderabad.
4. The DE/OP/Bowenpally/TSSPDCL/Hyderabad.
5. The SE/OP/Secunderabad /TSSPDCL/Hyderabad.

... Respondents

The above appeal filed on 24.12.2019, coming up for final hearing before the Vidyut Ombudsman, Telangana State on 28.01.2020 at Hyderabad in the presence of Smt. M. Sandhya Ravindra - Appellant and Sri.T.S.Durga Prasad - AAE/OP/IDPL, Sri.K.S.Ram Prasad - JAO and Sri. Ch. Rajalingam - ADE/OP/R.R.Nagar 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 in CG No. 466/2019-20, Secunderabad Circle dt.30.11.2019.

2. The Appellant stated that she has filed a complaint before the CGRF Secunderabad Circle vide CG No. 466 of 2019-20, seeking for withdrawal of fixed

charges issued by the Respondents to an extent of Rs 62,373/- demanded under the notice dt.24.09.2019 for the service connection bearing SC No. S600 2391 of Category IIIA which was standing in the name of the earlier owner namely M/s. SVJI Industries and that they have purchased the said property on 05.09.2019 and the learned CGRF allowed the said complaint partially in her favour directing the Respondents to collect the fixed charges on the additional load of 34 HP only for three years prior to 21.09.2019 and not from 31.03.2016 and also directed the Appellant to pay the fixed charges on the difference of load for three years prior to 21.09.2019 within a reasonable time to avoid disconnection. As such aggrieved by the said order the present Appeal is filed.

**3.** The Appellant in support of her contentions stated in the Appeal that we are a small MSME, Lady entrepreneur company by name M/s. Sreeven CNC Technologies (P) Ltd.

We purchased this property on 05.09.2018, at that time our old owner gave us total property ownership and also mutation certificate from the Municipal office. We were able to change all single phase connections names and ownership on our name, but we are unable to change only this connection as this connection was given in the year 2003. The owner is not in Hyderabad, we are able to find him but he is not responding for support to change the name of the connection. We have visited the concerned office of TSSPDCL but could not succeed in changing the name of this service connection.

In the meantime on 26.09.2019 we received a notice from TSSPDCL and there is not a proper notice attached, just 31.03.2016 notice. In that they are saying "Inspected on dt.28.03.2016, load utilisation is more and they attached small slip pay Rs 62,373/-. There is no description of how much we are utilizing, why they are putting us penalty nothing as mentioned. We checked our self before taking decision of purchasing this property, old owner paid Rs 27,000/- on 04.05.2018 PR No.1612621791 and again Rs 20,600/- on 25.05.2018 PR No. 1612625612 total that month itself paid Rs 47,600/- after that there is no intimation nor any information about using more loads in our company, you can also personally visit and take your opinion.

On 29.09.2019 at 16.30 Hrs, 4 employees of TSSPDCL came and talked very rudely and talking with the lady manager was also very rough. They demanded the payment immediately otherwise they could cut the power connection.

We are requesting another load checking or asking them to come and inspect the load. As we know not much load we are utilising because our bill is coming nominal. Please look into our bill from the last 10 months (i.e our connection utilisation and payment record), they are not at all willing to listen to our request. They are demanding for payment, as you know we are not having good business as well as within two days this much amount paying is not easy. Please check the power connected load not at all crossed our border any time After we took over this premises.

Please do not penalise us without making mistakes inform the concerned authorities to take appropriate steps and action for professionally managing company people. For your information we are attaching these documents for your amicable proceedings:-

1. 31.03.2019 notice (which we are not received till date from one year)
2. Our power bills Feb, April and May'2019.
3. Our power bills June, July, Aug'2019.
4. Our power bills Sep, Oct, Nov and Dec'2019.
5. Our power bill payments one year statement..
6. De representation letter copy dt.29.09.2019
7. Emails sent to CMD, Director Operations
8. CGRF Forum Award

Unnecessarily authorities are coming and shouting in front of all our neighbours and employees. We are expecting your support for MSME sector people to develop our State as well as our country in manufacturing.. We are requesting to pursue this case immediately and give us an amicable solution for running this business. We need your support to run lady entrepreneurs business.

#### **4. Reply of the Respondents**

The respondents through the Respondent No.2, ADE/OP/RR Nagar submitted their reply stating that an additional connected load of 34 KW over and above existing contracted load of 15 HP was detected on 28.03.2016 on the service and a notice for regularising the additional load was issued with

case No. DPE/HYN/786/16 vide Lr.No.ADE/OP/BLNR/D-XVI/C-VI/D.No.2449/16 dt.31.03.2016 for an amount of Rs 30,600/- towards development charges and Rs 17,000/- towards security deposit.

The consumer has paid the said amount in two installments Rs 27,000/- on 04.05.2018 vide PR No.1612621791 and again Rs 20,600/- on 25.05.2018 vide PR No. 1612625612 in acceptance of the additional load.

The sanctioned contracted load of the service was therefore enhanced to 49HP from 15HP in the month of Sep'2019 and the difference minimum charges applicable in category III were raised from the date of detection of the additional load as follows:-

Sl.No.	Tariff	No.of Months	Rate	Load	Charges
1.	Tariff upto 30.06.20	2	39.75	34	Rs 2703/-
2.	Tariff from 01.07.20	40	45.0	34	Rs 61,200/-
Total					Rs 63,903/-

The consumer was requested to arrange for payment of the said charges raised for which the consumer took objection stating that they have purchased the said property only in Sep,2018 and they were not there at the time of booking of the additional load case.

In connection with the consumers claim that they were not the occupants/beneficiary at the time of detection of the additional load it is to submit that the change of ownership of the premises was not informed and also no application for reduction of load was received from the consumer.

That the consumer is availing a contracted load of 49 HP on the service but raised only after the raising of the minimum charges applicable instead of applying for reduction of the contracted load if they did not require a contracted load of 49 HP.

Even if the present occupant has purchased and occupied the premises only after Sep'2018 it is pertinent to observe that they are paying the CC bills regularly in which the contracted load of the service is available printed.

The Appellant has approached the CGRF on the fixed charges raised and upon hearing the case the CGRF in CG No. 466/2019-20 has directed to limit the fixed charges only to a period of three years from the date of inspection of the service as per the limitation under Electricity Act. Accordingly, approval/necessary instruction was requested from the higher authorities of the TSSPDCL for revision of the fixed charges raised as per the order of the CGRF, which is awaited.

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

The Appellant through rejoinder reiterated what she has stated in the Appeal and further argued on the reply given by the Respondents as follows:-

**Point No.6:-**That the consumer is availing a contracted load of 49 HP on the service but raised only after the raising of the minimum charges applicable instead of applying for reduction of the contracted load if they did not require a contracted load of 49 HP.

This is a very objectionable point, we are submitting our bill copies from 08.02.2019 to 08.09.2019, they clearly mentioned contracted load is 15 HP, we are not at all using full load which is mentioned and we have changed our meter location that time also some service personal attended not at all informed uas you have been contracted for 49 HP load, after we contacted cCGRF on 03.10.2019, company raised our connecting load to 49 HP in the bill dt.14.10.2019.

**Point No.7:-** Even if the present occupant has purchased and occupied the premises only after Sep'2018 it is pertinent to observe that they are paying the CC bills regularly in which the contracted load of the service is available printed.

This is a very objectionable point, we are submitting our bill copies from 08.02.2019 to 08.09.2019, they clearly mentioned contracted load is 15 HP, we are not at all using full load which is mentioned and we have changed our meter location that time also some service personal attended not at all informed uas you have been contracted for 49 HP load.

None of the officials of TSSPDCL has not informed us about this matter after we received the penalty letter, only then we came to know that the connected load of this service is 49 HP.

Please do not penalise us without making mistakes informing the concerned authorities to take appropriate steps and action for professionally managing company people.

We are agreeing to pay charges for specified increased load without any penalties as well as development charges and also we want to change the name of our service connection in the name of SREEVEN CNC TECHNOLOGIES (P) Ltd.

**Heard both sides.**

**Issues**

**6.** On the averments of both sides the following issues are framed:-

1. Whether the Appellant is entitled for withdrawal of fixed charges on the service connection bearing No. S600 2391 standing in the name of M/s. SVJI Industries which is located in the premises bearing No. 5-36/181, Prashanthi Nagar, Kukatpally belonging to the Appellant and under the use of the Appellant? And
2. To what relief?

**Issue No.1**

**7.** The evidence on record shows that the Appellant Smt. Sandhya Ravindra. M who is the owner of M/s. Sreeven CNC Technologies Pvt. Ltd., situated at premises No. 5-36/181, Prashanthi Nagar, Kukatpally was purchased by her on 05.09.2018 and that the original owner of the said property gave her the total ownership and Mutation Certificate from the Municipal Office for the said premises and as such she could change the single phase connections into her name but failed to get the service connection in question bearing No. S600 2391 standing in the name of M/s. SVJI Industries into her name and that the said connection was issued in the year 2003. She claimed that since the Owner of M/s. SVJI Industries is not residing in Hyderabad and is not coming forward to comply with the proceedings for the name change the said service connection bearing No. S600 2391 could not be changed into her name, but on 26.09.2019 she received a notice from the Respondents demanding her to pay Rs 62,370/- towards the shortfall of fixed charges consequent to the inspection conducted on 28.03.2016 as the same showed excess connected load. She claimed that the said notice did not give any details for arriving at the said amount. She later learned that prior to her purchase a previous owner paid Rs 27,000/- on 04.05.2018 vide PR No. 1612621791 and again Rs 20,600/- on 25.05.2018 vide PR No. 1612625612

totalling to Rs 47,600/- in view of the excess connected load of 34 HP over the contracted load of 15 HP. She stated that she does not know why the said amount was demanded in spite of her paying the bills regularly and the load never crossed the limits since they have purchased the premises. She also claimed that the Respondents not only penalised her for no fault of her but have also threatened to disconnect the service connection in spite of her submitting the following documents:-

1. 31.03.2019 notice (which we are not received till date from one year)
2. CC bills Feb, April and May'2019.
3. CC bills June, July, Aug'2019.
4. CC bills Sep, Oct, Nov and Dec'2019.
5. bill payments one year statement.
6. DE representation letter copy dt.29.09.2019
7. Emails sent to CMD, Director Operations
8. CGRF Forum Award

8. The Respondents on the other hand contended that the service connection No. S600 2391 was originally given a load of 15 HP, but the said service connection was using an excess of 34 HP over the Contracted Load of 15 HP thus totalling to 49 HP and the same has been detected on 28.03.2016 as such a notice vide Lr.No. ADE/OP/BLNR/DXVI/C-VI/D.No.2449/16 dt.31.03.2016 asking to regularise the excess connected load by paying Rs 30,600/- towards Developmental Charges and Rs 17,000/- towards Security Deposit and the said amount was paid in two installments accepting the excess of contracted load Rs 27,000/- was paid on 04.05.2018 vide PR No. 1612621791 and Rs 20,600/- on 25.05.2018 vide PR No. 1612625612. Hence the said load was regularised in the month of Sep'2019, as such the difference of the levy of fixed charges applicable under Category III was raised from the date of detection of excess load as follows:-

TABLE-1

Sl.No.	Tariff	No.of Months	Rate	Load	Charges
1.	Tariff upto 30.06.2016	2	39.75	34	Rs 2703/-
2.	Tariff from 01.07.2016	40	45.0	34	Rs 61,200/-
Total					Rs 63,903/-

The same was communicated to the consumer for payment to which the Appellant opposed stating that they were not present at the time of booking of Case towards excess connected load. That the Appellant is beneficiary to the total load of 49 HP, they ought to have informed the Respondents before taking up the premises and neither have placed any request on reduction of load. That they have objected only after raising the shortfall amount towards fixed charges. Though they are utilising the supply after Sep'2018, it is pertinent to note that the contracted load of 49 HP was clearly shown in the monthly bills which they are regularly paying. The CGRF disposed of the Appeal in CG No.466/2019-20 directing to limit the levy of fixed charges limiting to three years only as per the limitation under the Electricity Act'2003. The compliance of the CGRF order is pending for approval from the higher authorities.

9. The Appellant submitted her rejoinder to the written submissions of the Respondents against the claim of the Respondent reiterating the same submissions of the main appeal and further added on the claim of the Respondent that she raised objection only after raising the shortfall amount not applied for reduction of contracted load, that from 08.02.2019 to 08.09.2019 contracted load was 15 HP in the monthly bills, that while shifting the meter also the employees have not informed her about the contracted load of 49 HP, that after their complaint in the CGRF on dt.03.10.2019, the Respondents raised the contracted load of 49 HP in the bill dt. 14.10.2019.

That they are not utilizing the full load of 49 HP and not aware of the total contracted load of 49 HP and they are being penalised without any mistake.

10. Upon basis of raising shortfall amount towards fixed charges, the Respondents submitted a circular memo issued by the CGM/Revenue vide Memo.No.CGM(Rev)/GM(R)/SAO(R)/AO(R)/AAO(R)/JAO(R)/D.No.269/19 dt.24.10.2019, which is reproduced here under:-

*“ In continuation to the instructions issued earlier, it is to inform that all the Superintending Engineers, Operation Circles are instructed to issue suitable instructions to all the field officers/AAOs ERO to regularise the unauthorised loads immediately where the 100% payments are already received and to raise the shortfall demand towards fixed charges and energy charges KVAh units for the period billing from the date of inspection to date of regularisation of unauthorised loads. It*



*was also instructed to submit a compliance report to the Corporate Office to appraise the same to Management regarding progress but no compliance report received so far.*

*Hence, all the Superintending Engineers, Operations Circles are requested to instruct the concerned AAOs/ERO to regularise the unauthorised loads and to raise the shortfall amounts immediately and also submit the compliance/progress immediately.*

Based on the above instructions, shortfall demands in terms of fixed charges were raised for the subject service connection to the extent of difference in contracted load from the date of inspection of unauthorised loads.

11. A perusal of the rival contentions of the Appellant and the Respondents shows that excess connected load of 34 HP was detected on 28.03.2016 against the service connection No. S6002391, in the name of SVJI industries,(5-5-35/130/A) 5-36/181, Prashanthi Nagar I.E. Kukatpally, LT Category IIIA. The demand was raised towards Development charges and security deposit, subsequently the Appellant paid the total amount raised of Rs 47,600/- in two installments as on 25.05.2018. The Appellant Smt. Myla Sandhya Ravindra, W/o. Myla Ravindra Babu, purchased the said premises on 05.09.2018, started a small MSME lady entrepreneur company in the name and style of M/s. Sreeven CNC Technologies Pvt. Ltd. The service connection is in the name of SVJI industries. There was no issue or dispute in regard to electricity dues at the time of purchase by the Appellant, later a circular was issued by CGM(Revenue)videMemo.No.CGM(Rev)/GM(R)/SAO(R)/AO(R)/AAO(R)/JAO(R)/D.No.269/19 dt.24.10.2019, wherein it was directed to raise the shortfall demand towards fixed charges from the date of inspection to the date of regularisation of unauthorised loads. The circular issued is tenable which was legitimate concurrence of Tariff Orders issued by the Hon'ble Commission, which mandates levy of fixed charges for the industrial consumer given at table I supra. Here the Respondents after receiving the payments towards excess connected load ought to have regularised the excess load in the billing data which was not incorporated. The tariff rates are applicable in two parts one for the energy consumed and other for the contracted load in terms of fixed charges. The officials did not regularise the load soon after the receipts of the payments, which was eventually regularised in Sep'2019. In view of this negligence the applicable fixed charges against the excess load of 34 HP was not reflected in the monthly bills. Now assessing the shortfall, the Respondents added the

accrued amount of fixed charges Rs 63,903/- from the date of inspection against the subject service connection at once in the month of September'2019. The Appellant pleaded innocence on this and argued on the fact that the previous owner had utilised the load to the extent of 49 HP and he shall be responsible to pay such amount. On the other hand the Respondents held that though she has taken over the property after the date of case booked towards excess connected load, but she had liberty to avail load of 49 HP and if she has less connected load she could have opted for reduction of load, which she has not applied and hence the total load of 49 HP was readily available to avail and consequent fixed charges on the contracted load is to be paid by the Appellant.

**12.** Here the electricity service connection SC No. S6002391 is registered in the name of M/s. SVJI Industries and relevant agreement is between M/s. SVJI Industries and the Licensee. The service connection is not transferred in the name of the Appellant. In the present scenario the liabilities of the M/s. SVJI Industries in terms of electricity dues remains to be paid. The tariff Rates are governed by the Tariff Orders issued by the Hon'ble Commission from time to time, which mandates payment of Fixed charges levied in the monthly CC bills as per the Tariff rates applicable. In the event of Contracted load 49HP, the Fixed charges are liable to be paid as per the Tariff Orders. There are no provisions for withdrawal of fixed charges. However, keeping view of the negligence on the part of the officials in not regularising the loads in time causing the present dispute, the CGRF, in CG No. 466/2019-20 dt.30.11.2019, applying the general law of limitation under the Limitation Act,1963 restricted the period of assessment to three years. The Appellant is liable to pay the balance amount of the fixed charges on the difference of load i.e, 34HP for three years prior to 21.09.2019. Hence accordingly decides this issue.

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

**13.** In the result, the Appeal is accordingly disposed.

TYPED BY Office Executive cum Computer Operator, Corrected, Signed and Pronounced by me on this, the 14th day of February'2020.

Sd/-

**Vidyut Ombudsman**

1. Smt. Sandhya Ravindra M, M/s. Sreeven CNC Technologies Pvt. Ltd.,  
# 5-36/181, Prashanthi Nagar, Kukatpally, Hyderabad - 500 072.  
Cell: 9885667984, 9885221255.

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5. The DE/OP/Bowenpally/TSSPDCL/Hyderabad.
6. The SE/OP/Secunderabad /TSSPDCL/Hyderabad.

**Copy to :**

7. The Chairperson, CGRF - I, TSSPDCL, GTS Colony, Vengal Rao Nagar, Erragadda.
8. The Secretary, TSERC, 5<sup>th</sup> Floor Singareni Bhavan, Red Hills, Lakdikapul, Hyd.