



VIDYUT OMBUDSMAN FOR THE STATE OF TELANGANA

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

:: Present:: Sri. NAGARAJ NARAM

Tuesday the Seventh Day of June 2022

Appeal No. 36 of 2020-21

Preferred against order dated 30.01.2021 of CGRF in C G No. 111 /
2020-21 of Banjara Hills Circle

Between

Sri. P. Sreedhar,
S/o. Late P. Ayyana,
Villa No. 9, Plot No. 9, Phase-I,
Kamalapuri Colony, Srinagar Colony, Hyderabad-500073,
Cell.no-9100988460,9100988474.

... Appellant

AND

1. The AE / OP / Ameerpet / TSSPDCL / Hyderabad.
2. The ADE / OP / Ameerpet / TSSPDCL / Hyderabad.
3. The AAO / ERO / Banjara Hills / TSSPDCL / Hyderabad.
4. The DE / OP / Banjara Hills / TSSPDCL / Hyderabad.
5. The SE / OP / Banjara Hills Circle / TSSPDCL / Hyderabad. **Respondents**

The above appeal, filed on 18.02.2021 coming up for final hearing before the Vidyut Ombudsman for the state of Telangana on 31.07.2021 at Hyderabad in the presence of Sri. S. Kondal Reddy - on behalf of the appellant and Sri. I. Praveen - ADE / OP / Ameerpet, Sri. Md. Shabbeer Ahmed - AAE / OP / Ameerpet and Smt. A. Aruna - AAO / ERO / Banjara Hills for the Respondents and having considered the record and submissions of both parties, the Vidyut Ombudsman passed the following;

AWARD

This is an appeal against the order dated 30.01.2021 of CGRF in C G No.111 / 2020-21 of Banjara Hills Circle.

2. The appellant has stated and raised the following grounds in the appeal.
 - a. The forum is of the view that the consumer is at liberty to de-club all the 5 service connections after clearing of outstanding against SC no. SZ054641. Therefore, the consumer is hereby directed to pay the arrears outstanding against the SC no. SZ054641 within 15 days from the date of receipt of this order copy, filing which the application for de-clubbing of five service connections shall stand be rejected.

- b. The above said order was given without scrutinizing and verifying the proper documents which were submitted to the grievance forum. Henceforth, the award can be challenged as per the rules and regulations of the competent authority by the complainant in front of the Vidyut Ombudsman.
- c. The consumer is having five different and separate service connections that is SZ054641, S1026574, S1026573, S1026572 and S1026571 in the name of the appellant in the premises at Plot No.31, K. P. Colony, Yellareddyguda, Hyderabad. The said premises were on rent with ICOMM Telecommunications, based on the requirement and consumption all the meters were merged and clubbed and the bill was generated in HT tariff.
- d. The lease agreement was terminated on 30.06.2020 by giving a termination notice by ICOMM on 30.04.2020. The actual premises were handed over to the owner on 15.08.2020 due to non availability of transport facility during the Covid-19 effected period.
- e. Due to Covid-19 effect and lockdown no tenant shall take the entire premises on lease as one. Therefore, the complainant has decided to go for the floor wise lease as the complainant / owner may get tenants and rents even to pay the property tax.
- f. The complainant had paid all the due bills upto August 2020 and there was nothing due on the complainant side and no power consumption was there after handing over the said premises to the owner.
- g. Keeping the above in mind the complainant has submitted an application for de-clubbing of all the meters and requested the authority to make into LT tariff dated 05.10.2020 vide inward letter No. 2138 and it was submitted to the concerned authorities on 06.10.2020.
- h. Upon the submission, the department officials visited the premises and verified the power meters and issued a letter dated 24.12.2020 stating that the bills were pending and the amount was mentioned as Rs. 3,15,751/-.
- i. However, the complainant had already paid an amount of Rs. 1,51,627/- on 29.12.2020 which bill was received on 04.10.2020 due to no business activities and no tenant was there to pay the power bills. After receipt of the October bill, the complainant immediately submitted a request letter on 05.10.2020 for de-clubbing of all the meters and made the above said payment.

j. However, the authority and officials have generated CC charges of Rs. 2,45,395/0 and issued a bill on 05.01.2020 showing it is pending from the complainant side.

k. In the above said averments, the complainant has already submitted a request letter on 05.10.2020 to de-club the above said 5 meters and already paid the amount of all the due amount of Rs. 1,51,627/- on 29.12.2020.

l. The consumer forum having not considered the above payment and depressed business environment of Covid-19 conditions the award was not made on the actual grounds.

k. The complainant hereby requests this authority to consider the above payment of the bill for the non-paid period and de-club all the 5 meters, so that the complainant may be able to give the premises as floor wise on rent.

3. Submissions against the appeal have been made by the officers of the licensee as below.

a. The AAO / ERO / Banjara Hills submitted that a letter was received from the AE / OP / Ameerpet to de-club the service numbers SZ054641, S1026574, S1026573, S1026572 & S1026571 and remove HT flag. On verification, it is observed that an amount of Rs. 2,45,394.56 is pending including the current month demand which was intimated to the AE / OP /Ameerpet.

b. Further it is to submit that as per the instructions of the circle office the de-clubbing proposal of any service shall be forwarded after clearance of CC charges dues. In this case the consumer has to pay CC charges of Rs. 2,45,394.56 as on 20.01.2021 which was already intimated to AE / OP / Ameerpet.

4. The AAO / ERO / Banjara Hills further submitted her written submissions vide letter dated 26.02.2021 stating that :-

a. A letter was received from the AE / OP / Ameerpet to de-club the service numbers SZ054641, S1026574, S1026573, S1026572 and S1026571 and remove HT flag. On verification, it is observed that an amount of Rs. 2,45,394.56 is pending including the current month demand which was intimated to the AE / OP / Ameerpet.

b. Further it is to submit that as per the instructions of the circle office the de-clubbing proposal of any service shall be forwarded after clearance of CC charges dues. In this case the consumer has to pay CC charges of Rs. 2,45,394.56 as on 20.01.2021 which was already intimated to AE / OP / Ameerpet.

c. Meanwhile the consumer has approached the CGRF and the forum has directed that the consumer is at liberty to de-club all 5 service connections after the clearance of dues outstanding against SC No. SZ054641 within 15 days from the receipt of order copy failing which the application for de-clubbing stands rejected and on receipt of the payment the respondents are hereby directed to de-club the above 5 service connections.

d. The consumer has not paid any amount till date and the outstanding amount against the SC No. SZ054641 is Rs. 3,26,664.56 as on 24.02.2021.

5. The ADE / OP / Ameerpet submitted his written statement vide letter dated 23.03.2021 stating as follows;-

a. The appellant had registered a complaint regarding separation of billing from HT to LT or de-clubbing of service Nos. SZ054641, S1026574, S1026573, S1026572 and S1026571 of category-II.

b. The appellant has requested for de-clubbing of the service Nos. SZ054641, S1026574, S1026573, S1026572 and S1026571 of category-II. Accordingly inspected the said premises and found that the premises is vacant and the power supply is disconnected in the month of September 2020 for non payment of bills and the detailed report has been submitted to the DE /OP / Banjara Hills for taking further necessary action. Further the total issues has been submitted to the AAO / ERO / Banjara Hills for de-clubbing of the said services and also for removal of the HT flag by the AE / OP / Ameerpet.

c. The AAO / ERO / Banjara Hills has informed that as per the instructions issued by the circle office, the arrears pending against the SC No. SZ054641 as on 24.02.2021 is Rs. 3,26,664.56 which is to be cleared for clubbing of the service Nos. SZ054641, S1026574, S1026573, S1026572 and S1026571.

d. An interim order has been given for restoration of power supply to the consumer and as per the order the supply to the said premises is restored.

6. The appellant submitted further written submissions vide letter dated 08.06.2021 and stated thus.

a. The appellant is the absolute owner and the possessor of the “AYYANNA SREE” building at Kamalapuri colony, Hyderabad vide registered sale deed No. 3748 dated 09.12.2009 at Joint Sub-Registrar Officer, Ranga Reddy.

b. The said premises were on long lease during some period when the initial stage of the power bills were generated as LT tariff. Later on as per the business needs and power consumption, the power bill meters were merged and generated HT tariff bills.

c. Due to Covid-19 lockdown there was no business and the tenants terminated the lease agreement on 30.04.2020 and vacated officially on 30.06.2020, However, due to the Covid-19 lockdown, non availability of transport facility all the office furniture was shifted on 15.08.2020 and the physical premises was handed over to us later on.

d. The said premises are not functioning and there are no business activities going on till today. For that, we are unable to pay the minimum power bills also because there was no consumption of power, as we requested the separation of billing from HT to LT on 05.10.2020 and the separation of meters are pending with the competent authority.

e. The TSSPDCL-CGRF-II has not considered the facts and given the orders to pay the entire power bill which generated during the crucial lockdown period. The above order was given without scrutinizing and verifying the properly paid bills and documents which were submitted to the grievance forum.

f. The above said orders are still pending in front of this authority since 18.02.2021. This authority issued a ‘interim order’ to restore the power connection in favor of the appellant, TSSPDCL has implemented the Interim order and restored the power consumption, However, the power bills are in HT tariff, where we are unable to pay the minimum power bills of LT tariff also since the premises vacant for a long period.

g. The other party TSSPDCL is not demerging the power meters into LT from HT and uninterruptedly issuing the power bill as is that is commercial tariff mode.

h. In the above said averments, he requested to final scrutiny and issue appropriate orders to demerge the power bills into LT from HT.

7. The appellant filed a memo dated. 16.05.2022 stating as follows:-
- a. In the above matter the appellant had approached before this Authority to adjudicate the matter as the esteemed electricity authorities charged huge unbearable charges which is more than the charges applicable to our connected meter which the appellant had taken the power connection initially thereof.
 - b. That the premises of the concerned building are not functioning and there are no business activities are going on it from since long to till today and we prayed that the competent electricity authorities to demerge our power meter connection with the mode of in the LT tariff itself, however this authority has known the facts behind that the appellant is embedded with all the recitals through the petition that the appellant endeavored to pay some minimum amount till disposal of case, or amounts will be paid by us that shall be subject to result of the appeal before this authority.
 - c. It is further stated that while the matter is pending before this authority and without following the earlier interim orders (subject to the restoration of power supply and payment of tariffs) the electricity authorities once again disconnected our power meter connection and that issue has also brought up to before this appellate judicial authority and submitted our request letter on 29.03.2022 to reconnect our power supply and while the things stood this the electricity department generated latest power bill and charged even after disconnected power meter connection period of Rs 1,019,51/- the bill dated 05.04.2022 which no consumption of power period by how and in what basis they have charged for the non consumption and disconnected power connection period of time.
 - d. Therefore, the appellant prays this authority to look up this issue of charges for non consumption period of bill dated 05.04.2022 and direct the electricity authorities how they wontedly proceeding against and frequently disconnecting the power supply that it as contempt of said earlier interim orders and to cancel the said latest wrong bill and also, we pray you to issue certain orders to separate the merged HT bills in to LT bills as early as possible in interest of justice.

8. The short issue having heard the appellant and the officers of the licensee is that the consumer entitled any relief and if so to what extent.

9. The consumer has availed 5 services for the premises consisting of 5 floors in the year 2012 itself. The premises was leased to a company which availed all the floors in the premises and thereby required power supply to be a single source and not multiple service connections. Accordingly, it on own volition got the service connections merged into single connection. The connections involved in the issue are as below.

Sl. No.	Service No	Sanction Load	Category	Date of release
1	SZ054641 T. Lalithamma	50 KW	II	28.01.2012
2	S1026573 P. Sridhar	30 KW	II	03.01.2012
3	S1026574 P. Sridhar	30 KW	II	03.01.2012
4	S1026572 P. Sridhar	30 KW	II	03.01.2012
5	S1026571 P. Sridhar	30 KW	II	03.01.2012

10. There was an inspection conducted during the year 2017 on 15.07.2017. It was found that the supply was being availed by M/s. ICOMM Tele Communications Limited, a single user of the whole premises having 5 Nos. different LT services SZ054641, S1026574, S1026573, S1026572 and S1026571, requiring the clubbing of all the services and billing as one HT service. An assessment was done by way of back billing for a period of preceding one year for an amount of Rs 1,96,355/-. The appellant paid the said amount in two installments by 21.12.2018. The billing was carried out under HT tariff since then. While the situation remained so, on the impact of Covid-19, the tenant vacated the premises by giving termination notice and terminated the lease agreement on 30.06.2020 and subsequently evacuated the whole premises on 15.08.2020. Thereafter in view of the high amount of HT minimum bills issued by the licensee every month the appellant applied for the demerging / de clubbing of all the LT services on 05.10.2020. That in view of prevailing covid-19 situation no tenant was willing to take the entire premises on lease, the appellant decided to go for floor wise lease so that he might get the tenants. Subsequently, on the request of the appellant an inspection was conducted by the AE / OP / Y. R. Guda and addressed a letter to AAO / ERO / Banjara Hills on 16.11.2020 stating that the premises is vacant since Aug'2020 and submitted the proposal of demerging / de

clubbing of the services. In response the AAO / ERO / Banjara Hills by letter dated 29.12.2020 stated that the declubbing of the services shall only be done after clearing the dues pending of Rs. 3,15,750/- as of Dec/2020. The same was informed to the appellant for payment of Rs. 3,15,750/- and in addition a notice was issued towards disconnection of other linked services on non payment of the pending arrears.

11. Subsequently in the year 2020, due to the advent of Covid-19, the premises was vacated by the said company due to absence of business and physical position was handed over to the consumer on 15.08.2020. According to consumer, the premises remained vacant since then.

12. In September 2020, the power supply was disconnected over non payment of the consumption charges dues. The arrears shown were Rs 3,26,664/-. There after the consumer gave a representation for de merging of the 5 service connections to individual LT connections and removing the levy of HT billing.

13. The licensee failed to comply with the request of the consumer and subsequently inspected the premises only to find the premises to be vacant. In this regard it may be relevant to notice that under the Standards of Performance Regulation No. 5 of 2016, under schedule -II table No. X, Point No.4, the licensee has to take steps to convert the HT billing to LT billing within 60 days as otherwise, the consumer is entitled to a compensation of Rs. 400/- per day.

14. The licensee did not undertake de clubbing of the services even to date alleging that there are arrears on the service connection, unless the same are paid de clubbing cannot take place. The licensee conveniently did not inspect the premises until 24.12.2020 and thereafter also did not process the application for the above alleged reason. In the meanwhile, the consumer has paid an amount of Rs 1,57,627/- on 29.12.2020. Contrary to settling the issue, the licensee sought to raise further amount in the month of January 2021, bringing it to Rs. 2,45,385/- in their bill issued on 05.01.2021.

15. As the consumer did not get relief of de merging as also the licensee continued to levy charges in HT billing, he has approached the CGRF. The CGRF disposed of

the complaint by order dated 30.01.2021. The CGRF had after considering the submissions of the parties before it had observed at paragraph 14 as below.

"In view of the above foregoing discussion, the forum is of the view that the consumer is at liberty to de-club all (5) five service connections after clearance of dues outstanding against SC No.SZ054641. Therefore, the consumer is hereby directed to pay the arrears outstanding against SC No.SZ054641 within (15) days from the date of receipt of this order copy, failing which, the application for de-clubbing of (5) services shall stands be rejected.

Soon on receipt of payment from the consumer, the respondents are hereby directed to de-club the above said (5) service connections as per the rules in vogue and shall file a compliance report along with the satisfactory letter of the consumer."

16. The licensee on its part has contended that the consumer is liable to pay the minimum charges until de clubbing takes place under HT category only and has been continuously levying the charges as there are arrears which are not cleared. The amount of arrears according to both the parties has been piling up. This authority had reserved its order in the matter on 31.07.2021, however due to preoccupation and holding of different posts, the order could not be pronounced within the time stipulated under regulation.

17. The terms and conditions of supply no doubt provide for minimum charges to be paid but it does not mean that the consumer is bound to pay the minimum charges for eternity due to lapses of the licensee in settling the request of the consumer or not complying with the regulations issued by the Hon'ble Commission.

18. In as much as the licensee ought to have complied with the regulation and de clubbed the services latest by 04.12.2020, which is a time stipulated in the regulation mentioned above. In this regard, it may be appropriate to notice the relevant conditions of the terms and conditions of supply, the conditions imposed in the tariff order for the year 2018-19 with regard to minimum charges and the provision referred to above from regulation No. 5 of 2016.

7.122: Monthly Minimum Charges

"Every consumer whether he consumes energy or not shall pay monthly minimum charges calculated on the billing demand plus energy charges

specified for each category in this Part (B) to cover the cost of a part of the fixed charges of the Licensee.”

Regulation No. 5 of 2016, schedule -II table No. X, Point No. iv

Transfer of ownership and conversion of services.

Sl. No.	Service area	Time standard	Compensation payable in case of violation of standard	
			To individual consumer if the event affects a single consumer	To individual consumer if the event affects more than one consumer
1	Conversion from LT to HT and Vice versa	Within 60 days of payment of charges by the consumer	Rs 400/- for each day of default	Not applicable

19. One aspect that has been noticed from the record is that the licensee has alleged a malpractice case of billing 5 services connection under LT category as the premises was leased to a single company and all the 5 connections were being used by a single consumer. Therefore the said connection were sought to be clubbed for billing purpose in HT category and as such levied penalty. It is fair enough to understand that consumer has availed services to lease the premises on floor wise basis and as such if it had been leased separately for several tenants then the question of clubbing or billing in HT category would not have arisen. The application of clause 3.5 which is invoked in this case would not be applicable. Strangely, the licensee acted in an atrocious manner, simply because a company which has obtained the lease of all the 5 floors, it does not mean that the consumer is denuded the facility of availing separate connections for each floor since it is a commercial premises. The consumer in good faith has complied with the action of the licensee in punishing him but the interpretations sought to be given by invoking clause 3.5 of the terms and conditions of supply is misplaced. For the sake of convenience clause 3.5 is reproduced hereunder.

3.5 Definition of separate establishment:- For the purpose of the GTCS, Separate establishments shall include the following types of establishments:-

- I. Having distinct set-up and staff;
- ii. Owned or leased by different persons;
- iii. Covered by different licenses or registrations under any law where such procedures are applicable; and
- iv. For domestic category, the households having a separate kitchen.

The clause identifies separate establishment and its interpretation in the case of same group, family, firm, company but when the premises is not owned by the person using it then that interpretation would not survive. Therefore, the action of the licensee was erroneous. Be that as it be since the payment of electricity bills for the period 2018 to 2020 August took place at the hands of lessee, the said claim cannot be acceded to now even if it is claimed.

20. A combined reading of all the above provisions would make to clear that the consumer ought to have been given relief as early as 04.12.2020. The consumer is not bound to pay the HT tariff or minimum charges or demand charges for the period subsequent to 04.12.2020 on the contrary he is entitled to compensation of Rs. 400/- per day from the said date till the directions that may be given herein are complied with. The compensation for the present would be around Rs. 400/- per day for nearly 533 days total amounting to Rs. 2,13,000/-.

21. What all the licensee is entitled to is minimum charges for the period from the date the bill is not paid in 2020 up to 04.12.2020 under HT billing only. The rest of the amount if any is not liable to be paid by the consumer and the licensee cannot insist on payment of the same.

22. Considering the findings above, the following directions are issued:-

- a. The consumer is liable to pay the minimum charges in HT tariff for the period August 2020 to 04.12.2020 as the consumer stated that he has paid all the bills up to August 2020.
- b. The consumer is entitled to de-clubbing of the services from 04.12.2020 onwards and billing in LT category only.
- c. The consumer is liable to pay minimum charges for all such LT services de clubbed from 04.12.2020 till date in LT category only.

d. The application of clause 3.5 invoked in the year 2017 was erroneous which has resulted in clubbing of the services. The consumer in order to facilitate continuation of power supply had complied with alleged notice which is a high-handed action of the licensee.

e. The licensee shall re calculate the entire charges for the period from August 2020 till date in terms of the observations made above and adjust the excess amounts paid if any. The consumer is liable to pay if any demand is made over and above the amounts already paid by him pursuant to and in terms of the order of the CGRF, interim order of this authority as per the request on his own volition earlier in December 2020.

f. This order shall be complied within the period of three weeks and a report on compliance of the order shall be filed before this authority in terms of the regulation No. 3 of 2015.

g. The consumer is entitled to compensation for the period from 04.12.2020 at the rate of Rs. 400/- per day up to the date of compliance of the order by the licensee.

TYPED BY Office Executive cum Computer Operator, Corrected, Signed and Pronounced by me on this the 7th day of June, 2022.

Sd/-

Vidyut Ombudsman FAC

1. Sri.P.Sreedhar,
S/o.Late P.Ayyana,
Villa No.9, Plot No.9,Phase-I,
Kamalapuri Colony, Srinagar Colony,
Hyderabad-500073,
Cell. No - 9100988460,9100988474.
2. The AE / OP / Ameerpet / TSSPDCL / Hyderabad.
3. The ADE / OP / Ameerpet / TSSPDCL / Hyderabad.
4. The AAO / ERO / Banjara Hills / TSSPDCL / Hyderabad.
5. The DE / OP / Banjara Hills / TSSPDCL / Hyderabad.
6. The SE / OP / Banjara Hills Circle / TSSPDCL / Hyderabad.
7. The Chairperson / CGRF-GHA / TSSPDCL / GTS Colony / Vengal Rao Nagar / Hyd.