



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**

MONDAY THE ELEVENTH DAY OF DECEMBER
TWO THOUSAND AND TWENTY THREE

Appeal No. 42 of 2023-24

Between

Sri Suman Agarwal, s/o. Late Nandlal Agarwal, aged about 61 years,
beneficiary of [S.C.No.M1009269](#) of Sri Dhanraj and [S.C.No.M2000068](#) of
Sri A. Keshav Rao, [H.No.20-3-648](#) & [20-3-649](#), Hussaini Alam, Hyderabad -
500 006. Cell No. 9246564016 and 9440944114.

.....Appellant

AND

1. The Assistant Engineer/Operation/Hussaini Alam/TSSPDCL/Hyderabad.
2. The Assistant Divisional Engineer/Operation/Charminar/TSSPDCL/Hyderabad.
3. The Assistant Accounts Officer/ERO/Salarjung/TSSPDCL/Hyderabad.
4. The Divisional Engineer/Operation/Charminar/TSSPDCL/Hyderabad.
5. The Superintending Engineer/Operation/Hyderabad South Circle
/TSSPDCL/Hyderabad.

..... Respondents

This appeal is coming on before me for final hearing on 08.12.2023 in the presence of Sri Ravinder Prasad Srivastava - Authorised representative of the appellant and Sri Vijay Kumar-ADE/Op/Charminar, Sri K. Chandra Sekhar Rao-JAO/ERO/ for the respondents and having stood over for consideration, this Vidyut Ombudsman passed the following:-

AWARD

This appeal is preferred aggrieved by the Award in C.G.No.157/2022-23/Hyderabad South Circle dt.06.10.2023 passed by the Consumer Grievances Redressal Forum (in short 'the Forum') of Telangana State Southern Power Distribution Company Limited (in short 'TSSPDCL'), rejecting the complaint.

CASE OF THE APPELLANT BEFORE THE FORUM

2. The case of the appellant before the learned Forum is that the appellant is the consumer of Service Connection No. M1009269 at premises No. 20-3-648, Hussaini Alam, Hyderabad and Service Connection No. M2000068 at premises No. 20-3-659, Hussaini Alam, Hyderabad. Respondent No.1 issued a notice on 27.04.2023 to the appellant by giving (15) days' time to make payment of Rs.20,075/- (Rupees twenty thousand and seventy five only) towards electricity arrears of M/s.Panama Plastic Works (Service Connection No. M2004127). But even before expiry of the said (15) days the respondents have issued an arrears intimation slip on 03.05.2023 giving (24) hours to make the payment, orally stating that the Service Connection of the appellant will be disconnected. To avoid disconnection, the appellant paid Rs.20,075/- vide receipt No.65297038885 on 03.05.2023. He filed an application under Right To Information Act before respondent No.4 on 14.07.2023 seeking information in

respect of M/s. Panama Plastic Works, but no such information was furnished to the appellant. The appellant is nothing to do with M/s. Panama Plastic Works. It was accordingly prayed to direct the respondents to file a statement showing the outstanding amount of Rs.20,075/- of Service Connection No. M2004127 of M/s.Panama Plastic Works with the relevant particulars and to set aside the claim of Rs.20,075/- of M/s. Panama Plastic works and also to direct to refund the said amount with interest @ 24% p.a., to the appellant from the date of payment till refund as per Clause 4.7.3 of Regulation 5 of 2004 etc.,

WRITTEN SUBMISSIONS OF THE RESPONDENTS

3. In the written reply submitted by respondent No. 1 and 2, before the learned Forum, it is, inter-alia, submitted that the Service Connection No.M2004127 of M/s. Panama Plastic Works was existing at H.No.20-3-648, Hussaini Alam, Hyderabad. It was under 'Bill stop' mode since 25.10.1994 with arrears of Rs.20,075/-. On inspection of the premises, the respondents did not find any meter there. The respondents have given notice to M/s. Panama Plastic Works only. The said consumer paid the amount due.

AWARD OF THE FORUM

4. After considering the material on record and after hearing both sides, the learned Forum has rejected the complaint.

5. Aggrieved by the Award passed by the learned Forum, the present appeal is preferred, contending among other things, that the Award of the learned Forum is not legal; that the appellant is nothing to do with M/s. Panama Plastic Works and that the amended Clause 4.8.1 of General Terms and Conditions of Supply in short (GTCS) does not apply in this case. It is accordingly prayed to set aside the Award passed by the learned Forum, to direct the respondents to file a statement showing the outstanding amount of Rs.20,075/- of Service Connection No. M2004127 of M/s.Panama Plastic Works with necessary bills and to set aside the claim of Rs.20,075/- and also to direct to refund the said amount paid by the appellant with interest @ 24% p.a., etc.,

WRITTEN SUBMISSION OF RESPONDENTS

6. In the written reply filed by respondent No.2, before this Authority, it is, inter-alia, submitted that they have given notice to M/s. Panama Plastic Works bearing Service Connection No. M2004127 at H.No.20-3-648, Hussaini Alam, Hyderabad. The amount was paid by M/s. Panama Plastic Works only on 03.05.2023.

7. In the rejoinder filed by the appellant, it is submitted that the claim of Rs.20.075/- is barred under Sec. 56(2) of the Electricity Act 2003.

8. In the written arguments filed by the appellant, it is, inter-alia submitted that the appellant has no connection with M/s. Panama Plastic Works and under threat of disconnection of Service Connection of the appellant, the amount in question was collected by the respondents. Therefore it is prayed to direct for refund of the above said amount with interest @ 24 % p.a.

9. On the other hand, it is argued on behalf of the respondents, that they gave notice to M/s. Panama Plastic Works only and it is the said M/s.Panama Plastic Works, who paid the amount.

POINTS

10. The points that arise for consideration are:-

- i) Whether the appellant is entitled for refund of Rs.20,075/- with interest @ 24% p.a. as prayed for?
- ii) Whether the Award of the learned Forum is liable to be set aside? and
- iii) To what relief?

POINT Nos. (i) and (ii)

ADMITTED FACTS

11. It is an admitted fact that the appellant is the consumer of Service Connection Nos. M2000068 and M1009269. It is also an admitted fact that M/s. Panama Plastic Works is not in existence at present.

SETTLEMENT BY MUTUAL AGREEMENT

12. Both the parties have appeared before this Authority on different dates. 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 13.11.2023. This appeal is being disposed of within the period of (60) days as required.

CRUX OF THE MATTER

14. The appellant claims that he is nothing to do with M/s. Panama Plastic Works, but he was forced to pay the electricity arrears of Rs.20,075/- of M/s. Panama Plastic Works under the threat that his Service Connection will be disconnected. The emphatic plea of the respondents is that they gave notice to M/s. Panama Plastic Works itself, who paid the arrears due. Now, therefore, it is necessary to examine as to whether the appellant is connected with M/s. Panama Plastic Works.

15. The notice dt.27.04.2023 issued by respondent No.1 is extracted as under:-



SOUTHERN POWER DISTRIBUTION COMPANY OF T.S.LTD.
Operation, South Circle, Hyderabad.

From,

Addl. Asst. Engineer,
Operation Section Hussaini alam,
TSSPDCL Hyderabad.

To,

M/s Panama Plastic Works,
H.No: 20-3-648, Moosa bowli
Hussaini alam, Hyderabad.

Lr.No: AAE/Op / H.Alam/Sec -80/SD- IX/Chmr /D.No: 42 /23, Dt. 27 - 04 - 2023

Sr.

Sub: - El ect - Operation -Hussaini alam section - 15 days notice for payment of

Arrears Rs. 20,075-00 of Electricity bills of S/c No. M2004127 - Reg. -

During the inspection of OSL services, it is noticed that, the S/c No. M2004127, Cat-3 is having
arrears Rs. 20,075-00 and it is under Bill stop since 25.10.1994.

Hence it is requested to make the payment within 15 days, otherwise your Link services will be
disconnected as per TCS clause 6.2.1 within the jurisdiction of the company. The details of link services
are as follows.

No	Service No	Cat	Name of the consumer	Address
1	M2004127	3	M/s Panama Plastic Works	H.No: 20-3-648, Moosa bowli Hussaini alam, Hyderabad

Therefore it is requested to arrange the payment within one 15 days from the date of receipt of this
notice.

Addl. Asst. Engineer,
Operation section Hussaini alam
TSSPDCL, Hyderabad.

This notice shows that earlier Service Connection No. M2004127, Category-III was existing and a sum of Rs.20,275/- was payable by the said company as arrears of electricity to the respondents. This notice also goes to show that the said Service Connection was under 'Bill stop' mode since 25.10.1994. This notice is addressed as under:-

To
M/s. Panama Plastic Works,
H.No.20-3-648, Moosabowli,
Hussaini Alam, Hyderabad.

It is surprising to note that when once there is no semblance of existence of the company, even according to the respondents, still they have shown the house number of the appellant as the address of the company. In the second paragraph of the notice it is mentioned that if the amount is not paid within (15) days, the link service will be disconnected. But again the same Service Connection of M/s. Panama Plastic Works is shown. This notice also shows that it is served on the appellant himself, who subscribed his signature on it. When the respondents served the notice on the appellant they have to mention as to how the appellant is connected with the company in question. That was not done.

16. The learned Forum in its Award, referring to amended Clause 4.8.1 issued vide Regulation 7 of 2013 has held that if the consumer commits default in paying the arrears of electricity bills, then the respondents have right to disconnect other service connections of the said consumer. There is no dispute about the substance of the said Clause. But even according to the respondents they issued notice to M/s. Panama Plastic Works itself and not to any link service. That being the case the finding of the learned Forum as if the appellant has some link with M/s Panama Plastic Works is not correct.

17. The learned Forum also gave finding that the Service Connection is located in premises H.No.20-3-648, which belongs to the appellant as per registered partition deed dt.30.12.2013. If the appellant is the owner of the said

house where M/s. Panama Plastic Works is existing, that does not mean that the appellant has to pay the arrears of the third party. The argument of the appellant is M/s. Panama Plastic Works was the tenant of the said premises. Under these circumstances the respondents have to establish as to how the appellant is connected with the company in question. Merely because the tenant of the appellant was to pay any amount, the appellant is not liable to pay the present arrears. Apart from that there is no iota of evidence produced by the respondents as to where exactly the company was existing, who managed it, what are the properties of the said company and how the appellant or premises of the appellant are connected with due amount of the company. That apart when the appellant applied for information under the Right to Information Act he was not at all furnished with any sort of information by respondent No.4.

18. The case put up by the respondents is that they issued a notice to the company in question to pay the arrears pending since almost three decades and instantly the said company appeared before the respondents and paid the entire amount. No prudent person would accept such a version put up by the respondents. If that is the case why the respondents issued notice to the appellant. It appears that the respondents issued notice to the appellant and orally threatened him for disconnecting his Service Connections, if the amount in question is not paid, then only the amount is paid by the appellant.

The respondents have failed to establish any nexus between the appellant and M/s. Panama Plastic Works and the arrears of Rs.20,075/-. In view of these factors I hold that the appellant is entitled for refund of Rs.20,075/-. But having regard to the facts and circumstances of the case, it is not desirable to Award interest as prayed for. Further the other points urged by the appellant like application of Section 56(2) of Electricity Act etc., are also not relevant in the present case. The Award of the learned Forum is liable to be set aside. These points are accordingly decided partly in favour of the appellant and against the respondents.

POINT No. (iii)

19. In view of the findings on point Nos. (i) and (ii), the appeal is liable to be allowed.

RESULT

20. In the result, the appeal is allowed in part and the Award of the learned Forum is set aside. The respondents are directed to refund the amount of Rs.20,075/- (Rupees twenty thousand and seventy five only) to the appellant by way of adjustment in his future electricity bills of S.C.No.M200068 and M1009269, commencing from January 2024.

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 the 11th day of December 2023.

**Sd/-
Vidyut Ombudsman**

1. Sri Suman Agarwal, s/o. Late Nandlal Agarwal, aged about 61 years, beneficiary of [S.C.No.M1009269](#) of Sri Dhanraj and [S.C.No.M200068](#) of Sri A. Keshav Rao, [H.No.20-3-648](#) & [20-3-649](#), Hussainialam, Hyderabad - 500 006. Cell No. 9246564016 and 9440944114.
2. The Assistant Engineer/Operation/Hussaini Alam/TSSPDCL/Hyderabad.
3. The Assistant Divisional Engineer/Operation/Charminar/TSSPDCL/Hyderabad.
4. The Assistant Accounts Officer/ERO/Salarjung/TSSPDCL/Hyderabad.
5. The Divisional Engineer/Operation/Charminar/TSSPDCL/Hyderabad.
6. The Superintending Engineer/Operation/Hyderabad South Circle /TSSPDCL/Hyderabad.

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.

