



BEFORE THE VIDYUT OMBUDSMAN FOR THE STATE OF TELANGANA

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

**PRESENT : SRI MOHAMMAD NIZAMUDDIN
VIDYUT OMBUDSMAN**

TUESDAY THE THIRTEENTH DAY OF DECEMBER
TWO THOUSAND AND TWENTY TWO

Appeal No. 50 of 2021-22

Between

M/s. Sugna Metals Limited, 1-8-67, IDA, Azamabad, Hyderabad - 500 020
represented by its Director, Sri Bharat Kumar Agarwal.**Appellant**

AND

1. The Divisional Engineer / Operation / Vikarabad / TSSPDCL / Vikarabad District.
2. The Senior Accounts Officer / Operation / Vikarabad / TSSPDCL / Vikarabad District.
3. The Superintending Engineer / Operation / Vikarabad / TSSPDCL / Vikarabad District. **Respondents**

This appeal is coming on before me for final hearing on 11.11.2022 in the presence of Kumari Nishtha, authorised representative of the appellant and Sri T.Sanjeevi - DE/OP/Vikarabad and Sri S. Srinivasa Naik - SAO/OP/Vikarabad 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/Order passed by the Consumer Grievances Redressal Forum - Greater Hyderabad Area, Hyderabad - 45 (in short 'the Forum') of Telangana State Southern Power Distribution Company Limited (in short 'TSSPDCL') vide Lr.No.Chairperson / CGRF-II/ Gr.Hyd/D.No.656 dt.31.01.2022, returning the

complaint for submission before the appropriate Forum.

CASE OF THE APPELLANT BEFORE THE FORUM

2. The case of the appellant is that the appellant is a consumer of the respondents vide H.T. Service Connection No. VKB1247 for supply of 30999 KVA situated at Narayanpur village, Pargi Road, Vikarabad District. Respondent No.3 has issued a disconnection notice bearing letter/notice No. SE/OP/Vikarabad/SAO/JAO(HT)/D.No.3191/2020 dt.30.12.2021 (in short 'the impugned notice/letter') demanding Rs.61,15,033/- in respect of Fuel Surcharge Adjustment (in short 'FSA'), pertaining to the year 2012, as in July 2018. The Hon'ble Supreme Court passed order vide C.A.No.5542 of 2016 on 05.07.2016 in favour of the respondents. The appellant paid the FSA amount update. The claim is barred by limitation under Sec 56(2) of the Electricity Act 2003 (in short 'the Act'). Therefore it was prayed to set aside the impugned notice and to direct the respondents for reconciliation as on 31.03.2021.

AWARD / ORDER OF THE FORUM

3. After considering the material on record filed by the appellant the learned Forum has returned the complaint as stated above.

4. Aggrieved by the Award/Order passed by the learned Forum, the present appeal is preferred, contending among other things, that the returning of complaint is in violation of Clause 2.37(d) of the Hon'ble Telangana State Electricity Regulatory Commission (in short 'the Regulation'). No opportunity was given to the appellant before returning the complaint.

GROUND OF THE APPEAL

5. In the grounds of the appeal, it is, inter-alia, submitted that the respondents have not furnished the details of claim of Rs.61.15.033/- which is violation of Clause VII 7.1(i) of Regulation 5 of 2016. The claim is barred by limitation.

WRITTEN SUBMISSION OF THE RESPONDENTS

6. In the written submissions of respondent No.3, it is, inter-alia, submitted that earlier the appellant has filed C.G.No.384/2018 which was decided in favour of the respondents. Aggrieved by the same, the appellant has preferred Appeal No. 67 of 2018 and the said appeal was also dismissed on 17.06.2019. The arrears breakup as in July 2018 in respect of the subject Service Connection is Rs. 61,15,033/-. The said particulars were furnished to the appellant on 28.02.2022. Again the appellant has requested for the details of the balance FSA amount. It is accordingly prayed to reject the appeal.

REJOINDER OF THE APPELLANT

7. In the rejoinder filed by the appellant it is submitted that the appellant paid the amount of Rs. 61,15,033/- on 10.02.2022 under the threat of disconnection. The said amount is liable to be refunded.

ARGUMENTS

8. The learned authorised representative of the appellant has submitted that the subject claim pertains to the year 2012, which is barred by limitation under Sec. 56(2) of the Act and that there is no justification to

demand the subject sum under the impugned notice and hence it is prayed to set aside the impugned notice.

9. On the other hand, the respondents have supported the Award/Order passed by the learned Forum and hence it is prayed to reject the appeal.

POINTS

10. The points that arise for consideration are:-

- i) Whether the impugned notice demanding Rs.61,15,033/- towards FSA is liable to be set aside?
- ii) Whether the impugned Award/Order of the learned Forum is liable to be set aside? and
- iii) To what relief?

POINT No. (i) and (ii)

ADMITTED FACTS

11. The respondents have released the subject Service Connection No. VKB 1247 for the appellant at Narayanpur Village, Pargi road, Vikarabad District. The said amount pertains to the year 2012.

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. 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.

CRUX OF THE MATTER

14. The appellant filed the present appeal towards refund of Rs.61,15,033/- paid on 10.02.2022, vide UTR No. HDFCR52022021096099685, under the threat of disconnection, along-with interest @ 24% p.a. as prescribed in Clause 4.7.3 of Regulation 5 of 2004 from the date of payment to date of refund. Respondent No.3 vide impugned notice/letter dt.30.12.2021 issued a notice to pay an amount of Rs.61,15,033/- towards CC charges pending other than court case. Based on the orders issued by this Authority, vide Appeal No. 67 of 2018, the breakup of pending CC arrears as on July 2018 was given here-under:-

CC Arrears breakup as on July,2018 of VKB1247 - M/s. Sugna Metals		
Details of Arrears	Amount (Rs)	Amount (Rs)
FSA-SLP as per Supreme Court Orders		1,39,26,010
R&C revised bills as per ERC CP No.		67,42,055
Total CC arrears as on 31.08.2018		2,06,68,065
Less: Withdrawn excess levied demand charges Rs.11,23,606/- and surcharge for the amount of Rs.2,58,828/- for total amount of	13,82,434	

Rs.13,82,434/- vide JE No.0005 dt.17.11.2018 in C.G.No.383 and 384 of 2018		
Less: Paid Rs.64,28,543/- on 25.03.2019 appeal filed at Ombudsman 1/3 of arrears on Rs.1,92,85,631/- as on 31.03.2019	64,29,543	
R&C revised bills as per ERC OP No.20 of 2016 is pending at ERC	67,42,055	
Less: Total	1,45,53,032	1,45,53,032
Total balance payable		61,15,033/-

The appellant claims that Rs.61,15,033/- towards FSA as in July 2018, was paid and there are no FSA amounts due for payment as on 30.12.2021 i.e. the date of issue of impugned notice by the respondents and that the above said demand notice was given without furnishing any details and they were forced to pay the amount under the threat of disconnection. This act, according to the appellant, is in violation of Sec. 56(2) of the Act.

15. It is relevant to mention that in the Appeal 67 of 2018, this Authority after going into the merits issued orders in regard to the disputed amount of Rs.2,06,68,065/- due as on 23.03.2018 in the bill dt.26.03.2018. In the said order vide table No.2 detailed demand collection and journal entries in month-wise from August 2016 to July 2018 was furnished and the appeal of the appellant was rejected on the grounds that Rs.2,17,17,234/- pending dues as on 30.04.2015 (opening balance) was not taken into account while

reconciliation of the pending arrears by the appellant. Now again the same dispute was raised in the present appeal involving the amount of Rs.61,15,033/- which was already dealt with in the Appeal No. 67 of 2018. During the course of said appeal vide Lr.No. SE/OP/VKB/SAO/HT/D.No.1009/2018 dt.18.08.2018, the respondents had given detailed breakup of the amount towards total CC arrears of Rs.2,06,68,065/- to the appellant.

16. The respondent No.3 vide Lr.No.251/40 dt.20.07.2016, submitted that the Hon'ble Supreme Court of India has dismissed the appeal filed in C.A. No. 5542 of 2016 vide its judgement dt. 05.07.2016, wherein it was directed to make the deposit along-with interest, if no other rate is prescribed @ 8% p.a. and other charges for delay as may be permissible to recover within a period of one month from the date of judgement. In addition, the Hon'ble Supreme Court of India, has directed that the respondents are at liberty to take coercive steps to recover the amount. Subsequently a demand notice was given based on the orders of the Hon'ble Supreme Court of India as stated below:-

a) Actual FSA charges amount not paid	: Rs.2,61,36,027.49
b) Applicable surcharge for delay @ 0.05 paise per day per Rupee from due date to 30.06.2018	: Rs. 91,57,824.21
c) Additional interest @ 8% p.a. From the date of issue of bill	: <u>Rs. 41,12,704.67</u>
Total	: <u>Rs.3,94,06,556.36</u>

17. Subsequently, based on the request placed by the appellant, the Corporate Office, TSSPDCL Vide letter No. CGM(Fin)/GM(Rev)/SAO(Rev)/AO/AAO/HT/D.No.224/16 dt.22.03.2017, accorded approval to pay the pending FSA charges Rs.3,52,93,851/- in (6) equal monthly instalments as per the schedule given below subject to payment of additional charges/surcharges as per the judgement of Hon'ble Supreme Court.

TABLE-I

Instalment No.	Due date for payment	FSA Charges instalments amount
1.	Immediately before 25.03.2017	Rs. 58,82,309/-
2.	On or before 25.04.2017	Rs. 58,82,309/-
3.	On or before 25.05.2017	Rs. 58,82,309/-
4.	On or before 25.06.2017	Rs. 58,82,309/-
5.	On or before 25.07.2017	Rs. 58,82,309/-
6.	On or before 25.08.2017	Rs. 58,82,306/-
Total		Rs.3,52,93,851/-

18. The following are the payment details of instalments (taken as per the date of payments mentioned by the appellant).

TABLE-II

instalment No.	Due date for payment	FSA Charges instalments amount	Payment details	
			PR.No / (Date)	Amount
1.	Immediately before 25.03.2017	Rs. 58,82,309/-	7725030314 / 24.03.2017	58,82,309/-
2.	On or before 25.04.2017	Rs. 58,82,309/-	7726040260 / 25.04.2017	1,79,47,202/-*

3.	On or before 25.05.2017	Rs. 58,82,309/-	7726050297 / 25.05.2017	58,82,309/-
4.	On or before 25.06.2017	Rs. 58,82,309/-	7729060165 / 28.06.2017	58,82,309/-
5.	On or before 25.07.2017	Rs. 58,82,309/-	7725070091 / 24.07.2017	58,82,309/-
6.	On or before 25.08.2017	Rs. 58,82,306/-	7729080362/ 28.08.2017	1,13,27,110/-*
Total		Rs.3,52,93,851/-		
*In addition with the instalments amount other amounts were paid with single PR(Paid Receipts)				

The respondent No.2 has stated that out of Rs.3,52,93,851/- the appellant paid an amount of Rs 2,83,04,873/- with a shortfall of Rs.69,88,978/- as in August 2017. After adjustments of the credits under the subject Service Connection Rs.61,15,033/- towards FSA instalments is pending.

19. For the sake of convenience it is imperative to go through the components of the Electricity bills, defined in the Clause 4.2 of Regulation 5 of 2004 which is reproduced here-under:-

1. Energy/Monthly Minimum Charges
2. Fixed Charges
3. Customer Charges
4. Electricity Duty
5. Fuel Cost Adjustment Charges
6. Additional Charges for belated payment
7. Interest on instalments due
8. Total current month demand
9. Arrears - (i) preceding financial year
(ii) Current financial year
10. Others
11. Total amount due
12. Adjustment
13. Net Amount

Having so many components of an Electricity bill the priorities of the payments is defined in the Clause 4.5 of Regulation 5 of 2004 which is reproduced here-under:-

“Clause 4.5 Adjustment of amount paid:- The amount paid buy the consumer shall first be adjusted as per the priorities stated here-under:-

- a. Arrears as on 31st March of previous financial year.
- b. Arrears accrued from 1st April of the current financial year till the date of bill.
- c. Current month consumption charges.”

The argument of the appellant is that they have paid total instalments of FSA charges as per the schedule of the instalments, whereas the respondents claim that Rs.61,15,033/- towards FSA instalments are still pending. A close look of the payments made towards FSA instalments as given at Table-II supra, it is observed that for the months of April and August the amounts paid were Rs. 1,79,47,202/- and Rs. 1,13,27,110/- which are different and more than the monthly instalments amount of Rs.58,82,309/-. More-over, appellant made payments for the above said months in different spells as shown below:-

Month	Opening Balance (Rs)	Demand (Rs)	Amount paid (Rs)	Date	P.R.No.
April 2017			89,49,579/-	13.04.2017	7715040194
April 2017			1,79,47,202/-	25.04.2017	7726040260
April 2017			6,94,925/-	29.04.2017	7724050192
Total	4,96,50,251/-	2,20,65,762/-	2,75,91,706/-	*as per EBS collection is Rs.2,86,42,127/-	
August 2017			1,40,59,274/-	10.08.2017	7711080156

August 2017			1,15,00,000/-	25.08.2017	7726080427
August 2017			1,13,27,110/-	28.08.2017	7729080362
Total	2,29,34,413/-	3,44,37,351/-	3,68,86,384/-	* as per EBS collection is Rs.3,78,27,110/-	

Hence it is difficult to arrive for which component the payment has been taken. As per the Clause 4.5 of the Regulation 5 of 2004, the amount paid shall be adjusted on priorities, first priority arrears of the previous financial year, second priority arrears accrued from 1st April of the current financial year till the date of bill and the last priority shall be current month consumption charges. The respondent No.2 vide Lr.no.SE/OP/VKB/SAO/JAO(HT)/D.No.3904/21 dt.28.02.2022 submitted the statement of account demand, collection, Debit JEs, Credit JEs, balance and Court case pending for the period from 30.06.2014 to 28.02.2022. The billing history of the appellant Service Connection shows that every month there are opening balances (dues pending). Every month a certain amount is pending at the start of the month which is carried forward and the payments made shall be deducted by the respondents as per the priority mandated under Clause 4.5 of the Regulation 5 of 2004. The billing history of the subject Service Connection is reproduced here-under:-



User : COMMERCIAL

Circle : VIKARABAD

Date : 14-12-2022 2:56:14 PM

- Home
- Consumer Details
- Consumer Information (NEW)
- Consumer History
- Consumer Readings & Consumption
- Payment Details
- Payment Details(BreakUp)
- Deposits
- Monthly Deposits
- Journal History
- Service Wise Ledger
- Testing
- Sign Out

Service Number	VKB1247	Last Pay Date	23-NOV-22	Category	1
Name	M/S. SUGNA METALS (P) LTD.	Slip Con.Date	25-NOV-08	Multiplying Factor	1000.00
Address	1-6-673, IDA AZAMABAD, HYDERABAD-29 10	Meter Number	APX00752	Contracted Load	0.00
		Meter Phase	3	Connected Load	

Month/YR	Opening Balance (Rs.)		Demand (Rs.)		JE Debit (Rs.)		Collection (Rs.)		JE Credit (Rs.)		Closing (Rs.)	
	Ed.Int	DPS	Ed.Int	DPS	Ed.Int	DPS	Ed.Int	DPS	Ed.Int	DPS	Ed.Int	DPS
Category	Ed	Theft Amt.	Ed	Theft Amt.	Ed	Theft Amt.	Ed	Theft Amt.	Ed	Theft Amt.	Ed	Theft Amt.
Status	FBA	Acc.BUR	FRA	Acc.BUR	FSA	Acc.BUR	FSA	Acc.BUR	FSA	Acc.BUR	FSA	Acc.BUR
Bill Date	R&C	CC	R&C	CC	R&C	CC	R&C	CC	R&C	CC	R&C	CC
Units	Total		Total		Total		Total		Total		Total	
JAN/2018	0.00	0.00	388.93	540227.52	0.00	0.00	386.93	540227.62	0.00	0.00	0.00	0.00
1	0.00	0.00	308206.62	0.00	0.00	0.00	308206.62	0.00	0.00	0.00	0.00	0.00
01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-DEC-17	-13168550.05	28203024.90	0.00	50301874.93	0.00	4500000.00	0.00	49176284.83	0.00	0.00	-13168550.05	33826814.90
5138777	15034474.85		51150898.00		4500000.00		50027105.00		0.00		20858064.85	
COURT CASE	32105568.61		0.00		0.00		0.00		0.00		32105568.61	
DEC/2017	0.00	0.00	264.94	447382.15	0.00	0.00	264.94	437382.15	0.00	10000.00	0.00	0.00
1	0.00	0.00	479533.80	0.00	0.00	0.00	479533.80	0.00	0.00	0.00	0.00	0.00
01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-NOV-17	-13168550.05	28213024.90	0.00	58902587.11	0.00	0.00	0.00	58912587.11	0.00	0.00	-13168550.05	28203024.90
7992230	15044474.85		58829768.00		0.00		58829768.00		10000.00		15034474.85	
COURT CASE	32105568.61		0.00		0.00		0.00		0.00		32105568.61	
NOV/2017	0.00	0.00	1218.98	546272.62	0.00	0.00	1218.98	546272.62	0.00	0.00	0.00	0.00
1	0.00	0.00	588451.02	0.00	0.00	0.00	588451.02	0.00	0.00	0.00	0.00	0.00
01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-OCT-17	-13168550.05	32713204.90	0.00	86614387.40	0.00	0.00	0.00	71114567.40	0.00	0.00	-13168550.05	28213024.90
8907517	19544854.85		67750330.00		0.00		72250510.00		0.00		15044474.85	
COURT CASE	32105568.61		0.00		0.00		0.00		0.00		32105568.61	
OCT/2017	0.00	0.00	105.22	524833.25	0.00	0.00	105.22	524833.25	0.00	0.00	0.00	0.00
1	0.00	0.00	402924.72	0.00	0.00	0.00	402924.72	0.00	0.00	0.00	0.00	0.00
01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-SEP-17	-13168550.05	32713204.90	0.00	51749664.81	0.00	0.00	0.00	51749664.81	0.00	0.00	-13168550.05	32713204.90
6715412	19544854.85		52677528.00		0.00		52677528.00		0.00		19544854.85	
COURT CASE	32105568.61		0.00		0.00		0.00		0.00		32105568.61	
SEP/2017	0.00	0.00	260.17	528102.82	0.00	0.00	260.17	528102.82	0.00	0.00	0.00	0.00
1	0.00	0.00	264833.82	0.00	0.00	0.00	264833.82	0.00	0.00	0.00	0.00	0.00
01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-AUG-17	-13168550.05	32713204.90	0.00	43724001.39	0.00	0.00	0.00	43724001.39	0.00	0.00	-13168550.05	32713204.90
4413897	19544854.85		44517198.00		0.00		44517198.00		0.00		19544854.85	
COURT CASE	32105568.61		0.00		0.00		0.00		0.00		32105568.61	
AUG/2017	0.00	0.00	0.00	780702.15	0.00	0.00	0.00	780702.15	0.00	0.00	0.00	0.00
1	0.00	0.00	160024.32	0.00	0.00	0.00	160024.32	0.00	0.00	0.00	0.00	0.00
01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-JUL-17	-13168550.05	36102963.90	0.00	33498824.53	0.00	0.00	0.00	36888383.53	0.00	0.00	-13168550.05	32713204.90
2667072	22934413.85		34437351.00		0.00		37827110.00		0.00		19544854.85	
COURT CASE	32105568.61		0.00		0.00		0.00		0.00		32105568.61	
JUL/2017	0.00	0.00	1644.92	791789.57	0.00	0.00	1644.92	791789.57	0.00	0.00	0.00	0.00
1	0.00	0.00	395673.72	0.00	0.00	0.00	395673.72	0.00	0.00	0.00	0.00	0.00
01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-JUN-17	-13168550.05	52871694.90	0.00	49440346.79	0.00	0.00	0.00	57408162.79	0.00	8802895.00	-13168550.05	36102963.90
8594562	39703144.85		50829455.00		0.00		58595291.00		8802895.00		22934413.85	
COURT CASE	32105568.61		0.00		0.00		0.00		0.00		32105568.61	
JUN/2017	0.00	0.00	281.15	833620.30	0.00	0.00	281.15	833620.30	0.00	0.00	0.00	0.00
1	0.00	0.00	202848.42	0.00	0.00	0.00	202848.42	0.00	0.00	0.00	0.00	0.00
01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-MAY-17	-13168550.05	50360127.90	0.00	34309914.13	0.00	0.00	0.00	31798347.13	0.00	0.00	-13168550.05	52871694.90
3380807	37191577.85		35346864.00		0.00		32835097.00		0.00		39703144.85	
COURT CASE	32105568.61		0.00		0.00		0.00		0.00		32105568.61	
MAY/2017	0.00	0.00	0.00	918903.28	0.00	0.00	0.00	918903.28	0.00	0.00	0.00	0.00
1	0.00	0.00	192434.10	0.00	0.00	0.00	192434.10	0.00	0.00	0.00	0.00	0.00
01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-APR-17	-13168550.05	56242436.90	0.00	21247939.62	0.00	0.00	0.00	27130248.62	0.00	0.00	-13168550.05	50360127.90
3207235	43073886.85		22359277.00		0.00		26241586.00		0.00		37191577.85	
COURT CASE	32105568.61		0.00		0.00		0.00		0.00		32105568.61	
APR/2017	0.00	0.00	868.65	907024.16	0.00	0.00	868.65	907024.16	0.00	0.00	0.00	0.00

1	0.00	0.00	142527.60	0.00	0.00	0.00	142527.60	0.00	0.00	0.00	0.00	0.00	0.00
01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-MAR-17	-13168550.05	62818801.90	0.00	21015341.59	0.00	0.00	0.00	27591706.59	0.00	0.00	-13168550.05	56242436.90	
2375460	49650251.85		22065782.00		0.00		28642127.00		0.00		43073886.85		
COURTCASE	32105568.61		0.00		0.00		0.00		0.00		32105568.61		
MAR/2017	0.00	-209910.82	1055.15	1017108.75	0.00	0.00	1055.15	807260.83	0.00	0.00	0.00	0.00	0.00
1	0.00	0.00	62035.80	0.00	0.00	0.00	62035.80	0.00	0.00	0.00	0.00	0.00	0.00
01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-FEB-17	-13168550.05	70030883.72	0.00	16284474.30	0.00	0.00	0.00	23480000.12	0.00	0.00	-13168550.05	52818801.90	
1033930	56652422.85		17364735.00		0.00		24366906.00		0.00		48850251.85		
COURTCASE	32105568.61		0.00		0.00		0.00		0.00		32105568.61		
FEB/2017	0.00	-1134919.34	0.00	926000.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-209910.82	0.00
1	0.00	0.00	120097.32	0.00	0.00	0.00	120097.32	0.00	0.00	0.00	0.00	0.00	0.00
01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28-JAN-17	-13168550.05	70194466.24	0.00	20767063.16	0.00	0.00	0.00	20920635.68	0.00	0.00	-13168550.05	70030883.72	
2001622	55890996.85		21802159.00		0.00		21040733.00		0.00		56652422.85		
COURTCASE	32105568.61		0.00		0.00		0.00		0.00		32105568.61		
JAN/2017	0.00	-2090539.40	512.09	956820.08	0.00	0.00	512.09	0.00	0.00	0.00	0.00	-1134919.34	0.00
1	0.00	0.00	160470.90	0.00	0.00	0.00	160470.90	0.00	0.00	0.00	0.00	0.00	0.00
01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-DEC-16	-13168550.05	70332811.30	0.00	23432393.95	0.00	0.00	0.00	23570739.01	0.00	0.00	-13168550.05	70194466.24	
2674515	55073721.85		24548997.00		0.00		23731722.00		0.00		55890996.85		
COURTCASE	32105568.61		0.00		0.00		0.00		0.00		32105568.61		

In view of the aforementioned paras, though the amount paid by the appellant towards the instalments of FSA, the amount so paid was adjusted as per the priorities reckoned at Clause 4.5 of the Regulation 5 of 2004.

20. Under the circumstances stated above, the disputed amount of Rs. 61,15,033/- is inclusive in Rs. 2,06,68,065/- as on 23.03.2018 was already dealt in brief in the Appeal No. 67 of 2018, rejecting the Appeal of the appellant. No further review can be entertained in the Appeal for the orders already passed.

21. The subject is not hit by Section 56(2) of the Act, as the amount of arrears were continuously shown as arrears.

22. In view of the above discussion, I hold that the impugned notice/letter demanding Rs.61,15,033/- towards FSA is not liable to be set aside. The

Award/Order of the learned Forum is also not correct in returning the complaint as no opportunity of hearing was given and the Award/Order of the learned Forum is liable to be set aside. These points are accordingly decided against the appellant and in favour of the respondents.

POINT No. (iii)

23. In view of the findings on point No. (i) and (ii), the appeal is liable to be rejected.

RESULT

24. In the result, the appeal is rejected, without costs and the Award/Order passed by the learned Forum is set aside as no opportunity of hearing was given.

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 13th day of December 2022.

Sd/-
Vidyut Ombudsman

1. M/s. Sugna Metals Limited, 1-8-67,IDA, Azamabad, Hyderabad - 500 020 represented by its Director, Sri.Bharat Kumar Agarwal.
2. The Divisional Engineer / Operation / Vikarabad / TSSPDCL / Vikarabad District.
3. The Senior Accounts Officer / Operation / Vikarabad / TSSPDCL / Vikarabad District.

4. The Superintending Engineer / Operation / Vikarabad / TSSPDCL / Vikarabad District.

Copy to

5. 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.

