



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

WEDNESDAY THE FOURTH DAY OF JUNE
TWO THOUSAND AND TWENTY FIVE

Appeal No. 04 of 2025-26

Between

M/s. Shiva Industries, represented by Sri Haladker Prabhu, s/o. Sri Sangramappa
Haladker, H.No. 4-14/103/1/2, Hasanagar, Mir Alam Tank, Hyderabad.

..... Appellant

AND

1. The Assistant Engineer/Operation/Miralam Tank/TGSPDCL/Hyderabad.
2. The Assistant Divisional Engineer/Operation/Miralam/TGSPDCL/Hyderabad.
3. The Assistant Accounts Officer/ERO/Charminar/TGSPDCL/Hyderabad.
4. The Divisional Engineer/Operation/Charminar/TGSPDCL/Hyderabad.
5. The Superintending Engineer/Operation/Hyderabad South
Circle/TGSPDCL/Hyderabad.
6. The Accounts Officer/Revenue/Hyderabad South/TGSPDCL/Hyderabad.

.....Respondents

This appeal is coming on before me for final hearing on this day in the presence of Sri Ravinder Prasad Srivastava - authorised representative of the appellant and Sri K. Venkatesh Goud - ADE/OP/Miralam and Smt. A.Kavitha - AAO/ERO/Salarjung for the respondents and having stood over for consideration, this Vidyut Ombudsman passed the following:-

AWARD

This appeal is preferred aggrieved by the Award passed by the Consumer Grievances Redressal Forum - II (Greater Hyderabad Area) (in short 'the Forum') of Telangana State Southern Power

Distribution Company Limited (in short 'TGSPDCL') in C.G.No 186/2024-25 /Hyderabad South circle dt.29.03.2025, rejecting the complaint.

CASE OF THE APPELLANT BEFORE THE FORUM

2. The case of the appellant is that the respondents have released Service Connection No. V3011721 under Category-III (in short 'the subject Service Connection') to the appellant. The premises of the appellant was dismantled by the Revenue Divisional Officer, Rangareddy and Greater Hyderabad Municipal Corporation team under Mir-Alam tank FTL. The appellant requested to dismantle the subject Service Connection. Accordingly the said Service Connection was disconnected. The then Additional Assistant Engineer addressed a letter to the Additional Accounts Officer/ERO-III/Charminar vide his Lr.No.AAE/OP/Miralam/Sec-90/SD-XXI/D.No.30/2021 dt.23.04.2021 to refund the available Security Deposit of Rs.2,54,450/-. But the said Security Deposit was not refunded to the appellant so far. Further, a credit balance of Rs.73,076/- is also available with the respondents in CC charges account. Since there is delay in refunding the Security Deposit amount, the appellant is also entitled for Rs.1,20,167/- which is twice the interest rate on Security Deposit as on 31.01.2025. The appellant has also addressed a letter to respondent No.5 on 24.01.2025 to refund total amount of Rs.4,47,693/-.

(Security Deposit of Rs. 2,54,450/- +
twice the interest rate is Rs.1,20,167/- +
Credit balance of Rs.73,076/-).

It was accordingly prayed to refund the amount of Rs.4,47,693/- as stated above.

WRITTEN SUBMISSIONS OF THE RESPONDENTS

3. In the written reply submitted by respondent No.3, it is admitted that the premises of the subject Service Connection was dismantled by the Revenue Divisional Officer, Ranga Reddy and Greater Hyderabad Municipal Corporation team under Miralam Tank FTL issue. Since W.P. No 11896 of 2023 is pending before the Hon'ble High Court the dismantling proposal for the subject Service Connection was not processed. More-over, on 04.08.2022, there was a short circuit in the office and bills pertaining to the Mir Alam sub-division and other files of 2021-22 were burnt. As of now a sum of Rs.2,65,502/- is available towards the Security Deposit of the appellant which will be settled based on the result of the Writ Petition.

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 pendency of Writ

Petition is nothing to do with the present appeal. Therefore, It is prayed to set aside the impugned Award and to refund Rs. 4,47,693/- with twice the rate of interest thereon and from 31.01.2025 till its refund.

WRITTEN SUBMISSION OF RESPONDENTS

6. In the written reply filed by respondent No.3, she has reiterated her written submissions made before the learned Forum.

ARGUMENTS

7. The authorised representative of the appellant has argued that the appellant is entitled for refund of Security Deposit with twice the rate of interest till it is refunded. Therefore it is prayed to direct the respondents to refund the same.

8. On the other hand, respondent No.3 has supported the impugned Award and prayed to reject the appeal.

POINTS

9. The points that arise for consideration are:-

- i) Whether the appellant is entitled for refund of the Security Deposit amount with twice the interest rate and also credit balance of Rs.73,076/- as prayed for ?
- ii) Whether the impugned Award passed by the learned Forum is liable to be set aside? and
- iii) To what relief?

POINT No. (i) and (ii)

ADMITTED FACTS

10. It is an admitted fact that the W.P. No.11896 of 2023 against the respondents herein and others was filed by the appellant. It is also an admitted fact that the said Writ Petition is pending.

SETTLEMENT BY MUTUAL AGREEMENT

11. Both the parties have appeared before this Authority on different dates virtually and physically. During the course of hearing this Authority felt that there is an element of scope for settlement after thorough discussion with both the parties herein. Efforts were made in that direction to reach a settlement between the parties through the process of conciliation and mediation and the mediation is fruitful.

REASONS FOR DELAY IN DISPOSING OF THE APPEAL

12. The present appeal was filed on 21.04.2025. This appeal is being disposed of within the period of (60) days as required.

CRUX OF THE MATTER

13. The contention of the appellant is that since the subject Service Connection was dismantled in 2021 itself, the appellant is entitled for refund of the Security Deposit and since the said amount was not refunded, the appellant is also entitled for twice the interest rate and that the appellant has

also paid Rs.73,076/- to the respondents which is available in CC charges account. On the other hand, the respondents have put-forth their case that the appellant has not submitted indemnity bond etc., for processing the refund of the Security Deposit and FSA amount is also to be withheld in the present case.

14. As already stated, the settlement process was fruitful in the present case. Both the parties have agreed for certain terms in refunding the Security Deposit amount to the appellant with the adjustment of certain amounts. Therefore this Authority is passing the Award basing on the settlement without touching the merits of the case.

15. The respondents have filed a calculation sheet in the present case and in three other similar cases. The said calculation is as under:-

Service No	V3011721	V3011723	V3039660	V3005255
Date of disconnection	Nov-20	Dec-20	Jul-19	Jul-19
4 Months Minimum Bill	0.00	0.00	10560.00	0.00
Different units bill	0.00	0.00	0.00	0.00
FSA TO BE LEVELED(2009-10)	45758.01	64680.00	0.00	70139.06
DEVELOPMENT CHARGES CASE	0.00	0.00	34364.00	39868.00
Theft of Energy case	0.00	0.00	0.00	92415.00
FIXED CHARGES	0.00	0.00	62370.00	46550.00
TOTAL	45758.01	64680.00	107294.00	248972.06
ALREADY PAID	6809.00	0.00	3756.00	87558.00
TCA/ ficticias demand/EXCESS PAID	50001.01	50002.00	2109.00	14449.07
SD AVAILABLE	254450.00	199494.00	64986.00	296736.00
TOTAL	311260.01	249496.00	70851.00	398743.07
SD BALANCE	265502.00	184816.00	-36443.00	149771.01

M/S.SHIVA INDUSTRIES,	V3011721	265502.00
M/S.CAPTAIN INDUSTRIES,	V3011723	184816.00
M/S.HERSH INDUSTRIES,	V3005255	149771.01
TOTAL		600089.01
TOTAL	600089.01*6.25%*5	187527.82
		787616.83
MS BALAJI INDUSTRIES	V3039660	-36443.00
TO BE TRANSFER SD AMOUNT WITH INTREST TO CC ACCOUNT OF		751173.83
SC.No: V3005256		

Kain
 Anandachandran.
 Assistant Accounts Officer
 ERO-3, Salarjung, TGSPDCL,
 Near Salarjung Museum, Hyd-500 022

The particulars of the present case are now being shown separately as under:-

Service No.	V3011721
Date of disconnection	Nov-2020
4 months minimum bill	0.00
Different units bill	0.00
FSA to be levied (2009-10)	45758.01
Development charges case	0.00
Theft of energy case	0.00
Fixed charges	0.00
Total	45,758.01
Already paid	6809.00
TCA/Fictitious demand/Excess paid	50001.01
SD available	254450.00
Total	311260.01
SD Balance	265502.00

16. In the above table, FSA amount is shown as Rs.45,758.01. Out of the refundable amount, the respondents are withholding this amount to be adjusted after disposal of the dispute pending before the proper Court with an understanding that if the respondents win the case this amount will be retained with them. If it is otherwise, the amount will be refunded to the appellant with proper interest.

17. As regards the credit balance of Rs.73,076/-, the respondents have shown Rs.50,001/-, in the above table as excess payment made by the appellant and to be refunded to it. Likewise as regards Rs.23,075/- the claim of the appellant is that the said amount was paid to the respondents by way of Demand Draft Dt:02.03.2022. It is accepted by the respondents and stated that the said amount was wrongly credited to M/s.Star Industries. Therefore the appellant is entitled for refund of the said amount. The other calculations are made correctly as mentioned in the above table. Further basing on the present settlement the appellant is entitled for only single rate of interest on the available Security Deposit amount. In view of these factors, the appellant is entitled for refund of the Security Deposit amount with single interest rate. As regards FSA amount, the respondents are entitled to retain the same with condition to refund it to the appellant if the case pending is decided against the respondents. Thus the impugned Award is liable to be set aside.

POINT No. (iii)

18. In view of the discussion on point Nos. (i) and (ii), the appeal is liable to be allowed in part.

RESULT

19. In the result, the appeal is allowed in part by setting aside the impugned Award. The respondents are directed to refund the Security Deposit amount of Rs.2,65,502/- (Rupees two lakhs sixty five thousand five hundred

and two only) with interest as per Reserve Bank of India guidelines from 15.05.2021 till it is credited to the account of M/s. Utsav Industries (SC.No.V3005256). The respondents are entitled to retain the amount of Rs.45,758/- (Rupees forty five thousand seven hundred and fifty eight only) towards FSA to be levied during 2009-10 which is subject to the outcome of the final judgement, as stated above. The respondents are also directed to refund the amount of Rs.23,075/- (Rupees twenty three thousand and seventy five only) without interest to the appellant.

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 4th day of June 2025.

**Sd/-
Vidyut Ombudsman**

1. M/s. Shiva Industries, represented by Sri Haladker Prabhu, s/o. Sri Sangramappa Haladker, H.No. 4-14/103/1/2, Hasanagar, Mir Alam Tank, Hyderabad.
2. The Assistant Engineer/Operation/Miralam Tank/TGSPDCL/Hyderabad.
3. The Assistant Divisional Engineer/Operation/Miralam/TGSPDCL/Hyderabad.
4. The Assistant Accounts Officer/ERO/Charminar/TGSPDCL/Hyderabad.
5. The Divisional Engineer/Operation/Charminar/TGSPDCL/Hyderabad.
6. The Superintending Engineer/Operation/Hyderabad South Circle/TGSPDCL/Hyderabad.

7. The Accounts Officer/Revenue/Hyderabad South/TGSPDCL/Hyderabad.

Copy to

8. 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.

