



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 NINTH DAY OF JUNE
TWO THOUSAND AND TWENTY FIVE

Appeal No. 11 of 2025-26

Between

Sri D. Yadava Reddy, s/o.D.Narayana Reddy, H.No. 1-51, Bobbiligama (V),
Shabad (M), Rangareddy District - 509 217.

..... **Appellant**

AND

1. The Assistant Engineer/Operation/Shabad/TGSPDCL/Cyber City.
2. The Assistant Divisional Engineer/Operation/Chevella/TGSPDCL/Cyber City.
3. The Assistant Accounts Officer/ERO/Ibrahimbagh/TGSPDCL/Cyber City.
4. The Divisional Engineer/Operation/Ibrahimbagh/TGSPDCL/Cyber City.
5. The Superintending Engineer/Operation/Cyber City/TGSPDCL/Cyber City.
6. The Accounts Officer/ERO/Cyber City/TGSPDCL/Cyber City.

.....**Respondents**

This appeal is coming on before me for final hearing on this day in the presence of the appellant, virtually and Sri P. Raju - AAO/ERO/Ibrahimbagh for the respondents, virtually 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 204/2024-25 / Cyber City Circle dt.24.04.2025, 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. 51001 00292(in short the subject Service Connection') of Category-II (USC No.102915925) for his flour mill at Bobbiligama Village, Shabad Mandal, Rangareddy District. He has been utilising the electricity and paying the bills regularly. However in October 2024, he received an electricity bill abnormally of Rs.11,636/-. There is no proper reply from the respondents when enquiries were made. When the staff of respondents threatened him for disconnection of power supply, he paid Rs.2000/-, in January 2024. Accordingly, it was prayed to revise the excess bill and not to disconnect the Service Connection.

WRITTEN SUBMISSIONS OF THE RESPONDENTS

3. In the written reply submitted by respondent No.1, before the learned Forum, it is, inter-alia, submitted that in the month of December 2019, Development Charges case was booked vide case No.CBC/IBHB/CHVL/8918/19 against the subject Service Connection for excess load of 2.76 KW instead of sanctioned load of 0.24 KW. The appellant made the payments in respect of Development Charges case in multiple

instalments. After receiving the total Development Charges JE amount of Rs.10,461/- was debited as Fixed Charges for additional load of 2.76 KW rounded off to 3 KW.

4. In the written reply submitted by respondent No.3, before the learned Forum, he has stated that the appellant paid the Development Charges amount from 22.03.2021 to 20.09.2024 in instalments. The last instalment of Rs.2,540/- was paid on 20.09.2024. It was updated in EBS in September 2024. In the following month i.e., October 2024, the load was regularized and an amount of Rs.10,461/- was debited against the subject Service in respect of Fixed Charges and regular demand of Rs.1,175/- was raised in the month of October 2024 and total charges stood at Rs.11,636/-.

AWARD OF THE FORUM

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

6. Aggrieved by the Award passed by the learned Forum, the present appeal is preferred, reiterating the contents of his complaint filed before the learned Forum. It is also submitted that no opportunity was given to him by the learned Forum to put forth his case.

WRITTEN SUBMISSION OF THE RESPONDENTS

7. In the written reply filed by respondent No.3, before this Authority, he has reiterated the contents of his written reply filed before the learned Forum.

ARGUMENTS

8. The appellant has argued that the respondents have been collecting more charges from him; that he also paid Fixed Charges which were not accounted for and that Rs.740/- paid on 30.09.2021 was also not accounted for. Hence he prayed to do justice to him.

9. On the other hand, respondent No.3 has supported the impugned Award and prayed to reject the appeal. However, he also submitted that Rs.740/- paid by the appellant on 30.09.2021 was not credited earlier to the consumer service but now it is rectified.

POINTS

10. The points that arise for consideration are:-

- i) Whether the appellant is not liable to pay the Fixed Charges 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

11. It is an admitted fact that the appellant paid the Development Charges in instalments. It is also an admitted fact that the subject Service Connection is live at present.

SETTLEMENT BY MUTUAL AGREEMENT

12. Both the parties have appeared before this Authority on different dates virtually and physically. 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 13.05.2025. This appeal is being disposed of within the period of (60) days as required.

CRUX OF THE MATTER

14. The appellant has been running a flour mill where the subject Service Connection is existing. The record goes to show that since the appellant exceeded the contracted load, a Development Charges case was registered and an amount of Rs.5,740/- was imposed by the respondents

towards additional load of 2.76 KW on the subject Service Connection. The record also goes to show that the appellant paid the said amounts as under:-

- i. Rs.1,000/- on 22.03.2021
- ii. Rs.1,000/- on 15.06.2021
- iii. Rs.1,200/- on 20.09.2024
- iv. Rs.2,540/- on 20.09.2024

During the course of arguments, the appellant produced a copy of receipt for Rs.740/- dt.30.09.2021. He accordingly claimed that this amount was not given credit to his account. Now, respondent No.3, after verification of records, admitted the said fact and the amount of Rs.740/- is given credit by making JE entry in respect of the subject Service Connection. According to the respondents, there is delay in updating the payments of Development Charges amount and after updating the same, fixed charges of Rs.10,461/- were imposed in October 2024 which is not paid so far.

15. The material on record goes to show that the amount of Rs.740/- paid by the appellant was accounted for now. Last installment amount paid by the appellant was updated on 20.09.2024. After updation of Development Charges amount, thereafter the Fixed Charges of Rs.10,461/- (Rupees ten thousand four hundred and sixty one only) was claimed by the respondents on 21.10.2024 which is not paid by the appellant. The due procedure followed by the respondents in raising the Fixed Charges is found to be correct. In view of these factors, the appellant is liable to pay Fixed Charges and the Award of the learned Forum is not liable to be set aside. These points are accordingly

decided partly in favour of the appellant and partly in favour of the respondents.

Point No.(iii)

16. In view of the findings of point Nos. (i) and (ii), the appeal is liable to be rejected. However in view of facts and circumstances of the case, the appellant is liable to pay the Fixed Charges of Rs.10,461/- in instalments.

RESULT

17. In the result, the appeal is rejected. However, the appellant is liable to pay the Fixed Charges of Rs.10,461/- (Rupees ten thousand four hundred and sixty one only) in (5) equal instalments as under, apart from paying regular bills :-

- 1) Rs. 2,461/- on or before 10th July 2025
- 2) Rs. 2,000/- on or before 10th August 2025
- 3) Rs. 2,000/- on or before 10th September 2025
- 4) Rs. 2,000/- on or before 10th October 2025
- 5) Rs. 2,000/- on or before 10th November 2025

If the appellant fails to pay any of the instalments as per the above schedule, the respondents are at liberty to realise the entire due amount in lump sum.

18. The appellant has also complained that no notice was served on him by the learned Forum. It appears that the learned Forum is sending notices online and such notice was also sent in this case. However, in future the learned Forum can also adopt sending the notices to the complainants through

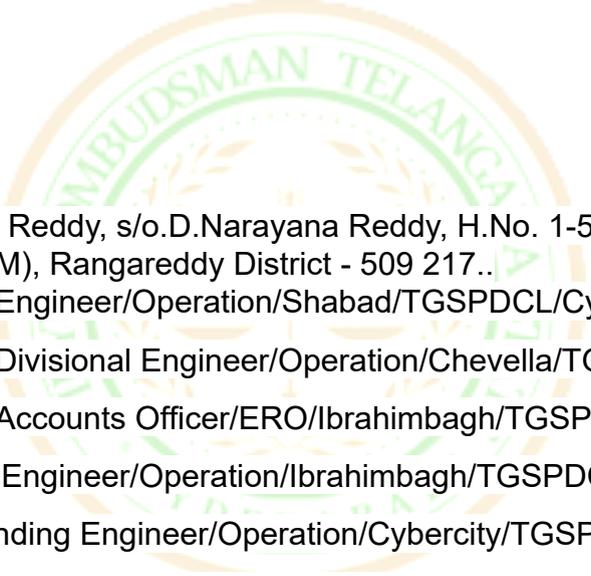
regular physical notice and through whatsapp also. It shall also enquire over phone as to the receipt of such notice with the complainant.

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 9th day of June 2025.

Sd/-

Vidyut Ombudsman

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1. Sri D. Yadava Reddy, s/o.D.Narayana Reddy, H.No. 1-51, Bobbiligama (V), Shabad (M), Rangareddy District - 509 217..
 2. The Assistant Engineer/Operation/Shabad/TGSPDCL/Cybercity.
 3. The Assistant Divisional Engineer/Operation/Chevella/TGSPDCL/Cybercity.
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 6. The Superintending Engineer/Operation/Cybercity/TGSPDCL/Cybercity.
 7. The Accounts Officer/ERO/Cybercity/TGSPDCL/Cybercity

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, TGSPDCL, GTS Colony, Vengal Rao Nagar, Erragadda, Hyderabad - 45.