



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 TWENTY NINTH DAY OF OCTOBER
TWO THOUSAND AND TWENTY FIVE

Appeal No. 23 of 2025-26

Between

M/s. GRANULES LIFE SCIENCES PRIVATE LIMITED, H.NO: Sy.No. 325,
326, 333, to 336, 340 to 346, Lalgadimalakpet Village, Shameerpet Mandal,
Medchal-Malkajgiri 500078 represented by Sri Y.T. Nageshwar Reddy
(Engineer Head).

.....Appellant

AND

1. The Assistant Divisional Engineer/Op/Shameerpet/TGSPDCL/ MEDCHAL.
2. The Divisional Engineer/Operation/Medchal/TGSPDCL/ MEDCHAL.
3. The Senior Accounts Officer/Op/Medchal/TGSPDCL/ MEDCHAL.
4. The Superintending Engineer/Op/Medchal/TGSPDCL/ MEDCHAL.

..... Respondents

This appeal is coming on before me for the final hearing on this day in the presence of Sri K. Vishwanatha Gupta - authorised representative of the appellant, virtually and Sri M. Prabhu - SAO/OP/Medchal for the respondents, virtually and having stood over for consideration till this day, this Vidyut Ombudsman passed the following:-

AWARD

This appeal is preferred aggrieved by the Award passed by the
Consumer Grievances Redressal Forum - Medchal circle (in short 'the Forum')

of Telangana State Northern Power Distribution Company Limited (in short 'TGSPDCL') in C.G No.29/2025-26/Medchal Circle dt.14.08.2025, allowing the complaint in part.

CASE OF THE APPELLANT BEFORE THE FORUM

2. The case of the appellant is in two parts. The respondents have released HT Service Connection No.MCL 3653 under HT Category-I of 33 kV supply initially with a Contracted Maximum Demand (in short 'CMD') of 1510 KVA. Thereafter the CMD was enhanced from time to time. The first phase of CMD of 300 KVA was released on 21.11.2023. The first bill of the service was issued with 11 kV billing, though the power supply was extended at 33 kV which continued upto the billing month of January 2025. From the date of release of first phase on 21.11.2023 to 31.05.2024, the CMDs availed were less than 1500 KVA. From the date of release of first phase on 01.06.2024 to 31.01.2025, the CMDs availed were more than 1500 KVA. The bill for February 2025 was also with 33 kV billing. The above billing is illegal. The appellant was advised orally to deduct an amount of Rs.29,67,814/- towards excess billing collected in the bills from June 2024 to January 2025. The calculations for this amount is not furnished to the appellant. If the consumer has paid any excess amount it shall be refunded by way of adjustment in the subsequent bills and the licensee shall pay to the consumer interest @ 24% p.a, on the excess amount outstanding on the account of such wrong billing.

3. In the second part, the excess billing in the month of December 2024, the RMD recorded by DE was 1268.7 KVA, the billing agency has adopted the reading of 2032 KVA resulting in excess billing. The appellant was advised orally to deduct an amount of Rs.3,46,919/- in the bill for April 2025. But the appellant has worked out the actual refundable amount as Rs.15,71,260/-. It was accordingly prayed to direct respondent No.4 to furnish the details of calculations for the amount of Rs.29,67,814/- and Rs.15,30,413/- and also to award interest @ 24% p.a, on the above said amount etc.,

WRITTEN SUBMISSIONS OF THE RESPONDENTS

4. In the written reply filed by respondent No.4 before the learned Forum, it is admitted that there was a mistake in the calculation of KVA for the month of December 2024 and an amount of Rs.15,30,413/- was withdrawn. On verification of the CC bills, the CC bills from June 2024 to January 2025 were billed under 11 kV tariffs. The TOD charges were also revised and an amount of Rs.39,278/- was withdrawn. The bill for the month of December 2020 was revised twice as under:-

Month	KVAH Units	Already Billed (a)		Revised as per the DE report (b)		Revised as per@ 33KV (c)		Actual to be billed @33KV (d)		Difference to be raised (a-b)+(a-c)-(a-d)	
		Rate	Energy Charges	Rate	Energy charges	Rate	Energy charges	Rate	Energy charges	rate	Energy charges
Dec-24	773650	8.7975	6806186	7.65	5918422.5	8.2225	6361337	7.15	5531598	0.075	58024

Thus an amount of Rs.18,746/- is due from the appellant.

AWARD OF THE FORUM

5. After considering the material on record and after hearing both sides, the learned Forum has passed the Award directing the respondents to revise the bills under 33 kV voltage Tariff from the date of release of power supply i.e. from December 2023 to May 2024.

6. Aggrieved by the said Award of the learned Forum, the present appeal is preferred, reiterating the contents of the complaint filed before the learned Forum. It is accordingly prayed to direct respondent No.4 to pay interest @ 24% p.a., by adjusting the same in the subsequent bills. Further the appellant requested to pass necessary directions for the adjustment of the quantum of amount towards interest in the immediate future bill and also requested not to take coercive steps including disconnection of service by the respondents.

WRITTEN SUBMISSIONS OF THE RESPONDENTS

7. In the written reply filed by respondent No.4, he has reiterated the contents of his written reply filed before the learned Forum.

ARGUMENTS

8. It is submitted by the authorised representative of the appellant that the appellant is entitled for interest @ 24% from the respondents on the

excess amount paid by the appellant and hence he prayed to grant the same. He has also prayed that the appellant will adjust the amount payable by the appellant. It is further prayed to direct the respondents not to take any coercive steps.

9. On the other hand, it is submitted by respondent No.4, that the difference amount was already adjusted to the account of the appellant and that the appellant is not entitled for any interest. Hence, he prayed to reject the appeal.

POINTS

10. The points that arise for consideration are:-

- i) Whether the appellant is entitled for interest @ 24% on the excess amount paid 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 respondents have adjusted certain amounts to the account of the appellant even before the appellant approached the learned Forum. It is also an admitted fact that though the appellant claimed interest, no interest was awarded by the learned Forum.

SETTLEMENT BY MUTUAL AGREEMENT

12. Both the parties have appeared before this Authority 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 14.10.2025. This appeal is being disposed of within the period of (60) days.

CRUX OF THE MATTER

14. The dispute pertains to refund of interest charges @24% p.a., on the excess amount outstanding on account of wrong billing. Broadly there are two issues of erroneous billing against HT S.C. No. MCL 3653. **First issue is that the subject service was billed under 11kV tariffs, though the power supply was extended at 33kV. The second issue is for the month of December 2024, bill was issued erroneously with M.D.2032 KVA against the actually recorded MD of 1268.7 KVA.** The appellant was given relief by the learned Forum directing to revise the bills from 11 kV voltage tariffs to 33 kV voltage tariffs and before coming up to the learned Forum, the erroneous bill of December 2024 was already revised and corrected.

15. Now relying on the Clause 4.7.3 of Regulation 5 of 2004, the appellant has requested for refund of interest charges @ 24% p.a, on excess amount outstanding on account of such wrong billing. The said Clause is reproduced here-under:-

“ On examination of the complaint, if the Licensee finds the bill to be erroneous, a revised bill shall be given to the consumer indicating a revised due date of payment, which should be fixed not earlier than seven days from the date of delivery of the revised bill to the consumer. If the consumer has paid any excess amount, it shall be refunded by adjustment to subsequent bills. The Licensee shall pay to the consumer interest charges at 24% per annum on excess amount outstanding on account of such wrong billing.”

Under the Telangana Electricity Regulatory Commission (TGERC) Supply Code, 2004, Clause 4.7.3 specifies that if a distribution licensee issues an erroneous bill, the consumer is entitled to an interest of 24% per annum on any excess amount paid.

Key provisions under Clause 4.7.3

Correction of erroneous bills: When a distribution company (licensee) determines that a bill is wrong, it must issue a revised bill. The due date for the revised payment cannot be earlier than seven days from the date of its delivery to the consumer.

Refund mechanism: If the consumer has already paid an amount higher than the corrected bill, the excess will be refunded through an adjustment in subsequent electricity bills.

Interest payment: The licensee is required to pay interest at a rate of 24% per annum on the excess amount that was billed incorrectly and has remained outstanding.

BILLING UNDER 11 KV TARIFF INSTEAD OF 33 KV

16. It is relevant here to go through the amended Clause 3.2.2.3 of GTCS, which is reproduced here-under:-

“Clause 3.2.2.3: In case of consumer categories, for whom the voltage-wise tariff is applicable, the Company shall levy the tariff as per the actual supply voltage.”

The subject Service Connection was given approval for load in a phased manner initially for a CMD of 1500 KVA. The Licensee resorted to 11 kV tariff billing since the date of release of supply, i.e, 21.11.2023 till January 2025. Later from the month of February 2025, 33 kV tariff billing was started and continued, based on the above said amended GTCS Clause 3.2.2.3. But respondents complied with partially with the Award of the learned Forum by crediting an amount of Rs. 29,67,814/- for the period from June 2024 to January 2025 by revising the bills from 11 kV tariff rates to 33 kV tariff rates. Though the learned Forum gave relief to the appellant directing to revise the bills from the date of release of supply i.e., from December 2023 to May 2024 is not yet complied with by the respondents. It is relevant to reproduce here Clause 2.56 of Regulation 3 of 2015, which is as under:-

Clause 2.56

56. The Forum may issue a notice either suo-motu or at the instance of Consumer / Complainant for non-compliance of its order(s) within the due date prescribed

in this Regulation to the employee/employees concerned *including the Director(s) concerned* and the Licensee. After giving an opportunity of being heard, the Forum is satisfied that there was no reasonable cause for not complying with its order(s), it may award compensation up to a sum of Rs.25,000/- (Rupees Twenty Five Thousand) for each non-compliance to the consumer/ complainant. In case of a continuing failure, with an additional compensation which may extend to Rs.1,000/- (Rupees One Thousand) for every day during which the failure continues after non-compliance of the first such direction.

The appellant can seek compensation from the respondents by relying on the above said Clause before the learned Forum.

17. There is no doubt from the table No.1 given below, the demand and payment data given by the respondents since the inception of the subject Service Connection the payment was made by the appellant as per the 11 kV tariff rates as per the monthly demands raised by the respondents. As already stated, the learned Forum gave the relief of revision of bills from the inception of Service Connection from 11 kV tariff to 33 kV tariffs but was silent on the issue of refund of interest. Even the respondents adjusted the excess amount. The word used in Clause 4.7.3 is 'erroneous'. Erroneous means containing error, mistake, incorrect or wrong. 'Erroneous', erroneous billing refers to charging a customer incorrectly, often due to a manual error or factual error, it characterises anything that is in-correct or founded upon a mistake whether in facts or actions. Hence, the respondents are liable for refund interest charges @ 24% p.a., as per the Clause 4.7.3 of Regulation 5 of 2004 on the excess amount outstanding

on account of wrong billing by way of adjustment i.e., interest shall be upon if already paid amount higher than the corrected bill in the subsequent bills:-

TABLE - I

Bill Month	Opening balance	Demand	Debit JE	Payment	Credit JE	Closing balance	Remarks
Nov-23	0	166336	0	166336	0	0.00	Liabe for Interest @ 24% on on excess amount on account of wrong billing
Dec-23	0.00	776054	0	776054	0	0.00	-do-
Jan-24	0.00	1793600	0	1793600	0	0.00	-do-
Feb-24	0.00	3523582	0	3523582	0	0.00	-do-
Mar-24	0.00	3467689	0	3471157	0	-3467.99	-do-
Apr-24	-3467.99	3354127	0	3354124	0	-3464.99	-do-
May-24	-3464.99	3892146	0	3835051	0	53630.01	May month Interest if any excess amount after deducting Rs.57095/- on account of wrong billing
Jun-24	53630.01	4684319	0	4741414	0	-3464.99	-do-
Jul-24	-3464.99	6648697	0	6648697	0	-3464.99	-do-
Aug-24	-3464.99	7296860	0	7296860	0	-3464.99	-do-
Sep-24	-3464.99	6031633	0	6031633	0	-3464.99	-do-
Oct-24	-3464.99	6408687	0	6408687	0	-3464.99	-do-
Nov-24	-3464.99	6041925	0	6041925	0	-3464.99	-do-

Dec-24	-3464.99	8054537	0	6872226	1530413	-351567	Dec month Interest if any excess amount after deducting Rs.11,82,311/- on account of wrong billing
Jan-25	-351567	6195889	0	6178327	2967814	-3301819	Jan month Interest if any excess amount after deducting Rs.17,560/- on account of wrong billing
Feb-25	-3301819	5171678	0	2207129	0	-337270	
Mar-25	-337270	7134067	0	7139062	0	-342265	
Apr-25	-342265	10319704	0	9948852	0	28587.01	
May-25	28587.01	9860505	18746	9830486	2139	75213.01	Demand raised due to revision of Dec-2024 and Rs. 2139 pertains to TCS credited for 04/2025.
Jun-25	75213.01	11114750	0	11178848	0	11115	
July-25	11115	13939314		13924760		25669	
Aug-25	25669	13970790		13955379		41080	
Sep-25	41080	11597509		11585362		53227	

18. The interest amount shall be refunded as stated in the table above from November 2023 to January 2025. In the month of May 2024, Rs.57905/- was paid less against the demand of Rs.38,92,146/-. In the month of December

2024 against the demand of Rs.80,54,537/-, the appellant has paid only Rs.11,82,311/- and in the month of January 2025 against the demand of Rs.61,95,889/-, Rs.17,562/- was only paid. Hence, the refund of 24% of the excess amount shall be restricted with less amount paid during May 2024, December 2024 and January 2025 monthly demands. If the appellant withheld the amount without paying, that quantum of amount shall not be liable for refund with interest. Further, the interest should be refunded as mentioned from the date of payment of excess amount upto the next month's bill. Similarly for all the subsequent months, the same procedure shall be followed. **In the above provision the word mentioned is 'interest' but not 'compound interest'. Therefore the appellant is entitled for simple interest on the difference amount paid.**

19. In terms of refund of interest pleaded by the appellant against the erroneous bill for the month of December 2024, wherein wrong RMD was recorded 2032 KVA instead of 1268.7 KVA. The respondents revised the erroneous bill in the same month and gave credit JE withdrawing an amount of Rs.15,30,413/-. It goes to show that there was no delay occurred for the revision of the bill and thereby refund of interest is not liable to be paid.

20. The relief granted by the learned Forum is as under:-

In the result, the grievance filed on dt: 12.06.2025 by the Complainant/Consumer is hereby allowed with the following directions.

“i)The Respondents are hereby directed to revise the bills under 33KV voltage Tariff from the date of release of supply i.e., from Dec’23 to May’24 (as the service was released under 33KV) within 21 days from the date of receipt of this order and shall file the compliance report”

The Complaint is “Disposed Off” accordingly.

This means the learned Forum has directed the respondents to adjust the excess amount paid by the appellant in respect of difference of 11 kV and 33 kV tariffs and also wrong reading.

21. Though the relief of interest was sought by the appellant as per Clause 4.7.3 of the Regulation 3 of 2004, the learned Forum has not at all touched the said subject. When a party seeks certain relief, it is the bounden duty of the adjudicating authority to answer such relief either way. This was not done in this case. In the present case there is excess payment made by the appellant in respect of 33 kV/11 kV billing issue. Further when once payment was made by the appellant and when it is the mistake of the respondents to claim excess, Clause 4.7.3 plays a vital role. Thus under this Clause the appellant is entitled for interest @ 24% p.a., Accordingly, I hold that the appellant is entitled for refund of interest @ 24% on the excess amount paid and the award of the learned Forum is 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)

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

RESULT

23. In the result, the appeal is partly allowed and the respondents are directed to refund the interest by way of adjustment in future bills as under:-

Bill Month	Opening balance (RS)	Demand (RS)	Debit JE (Rs)	Payment (Rs)	Credit JE (Rs)	Closing balance (Rs)	Remarks
Nov-23	0	166336	0	166336	0	0.00	Liabe for Interest @ 24% on on excess amount on account of wrong billing
Dec-23	0.00	776054	0	776054	0	0.00	-do-
Jan-24	0.00	1793600	0	1793600	0	0.00	-do-
Feb-24	0.00	3523582	0	3523582	0	0.00	-do-
Mar-24	0.00	3467689	0	3471157	0	-3467.99	-do-
Apr-24	-3467.99	3354127	0	3354124	0	-3464.99	-do-
May-24	-3464.99	3892146	0	3835051	0	53630.01	May month Interest if any excess amount after deducting Rs.57095/- on account of wrong billing
Jun-24	53630.01	4684319	0	4741414	0	-3464.99	-do-
Jul-24	-3464.99	6648697	0	6648697	0	-3464.99	-do-

Aug-24	-3464.99	7296860	0	7296860	0	-3464.99	-do-
Sep-24	-3464.99	6031633	0	6031633	0	-3464.99	-do-
Oct-24	-3464.99	6408687	0	6408687	0	-3464.99	-do-
Nov-24	-3464.99	6041925	0	6041925	0	-3464.99	-do-
Dec-24	-3464.99	8054537	0	6872226	1530413	-351567	Dec month Interest if any excess amount after deducting Rs.11,82,311/- on account of wrong billing
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Mar-25	-337270	7134067	0	7139062	0	-342265	
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Jun-25	75213.01	11114750	0	11178848	0	11115	
July-25	11115	13939314		13924760		25669	

Aug-25	25669	13970790		13955379		41080	
Sep-25	41080	11597509		11585362		53227	

Till the entire exercise is completed, the respondents are directed not to take any coercive steps against 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 this the 29th day of October 2025.

Sd/-

Vidyut Ombudsman

1. M/s. GRANULES LIFE SCIENCES PRIVATE LIMITED, , H.NO: Sy.No. 325, 326, 333, to 336, 340 to 346, Lalgadimalakpet Village, Shameerpet Mandal, Medchal-Malkajgiri 500078, represented by Sri Y.T. Nageshwar Reddy(Engineer Head), Ph:No: 9866266608.
2. The Assistant Divisional Engineer/Op/Shameerpet/TGSPDCL/ MEDCHAL.
3. The Divisional Engineer/Operation/Medchal/TGSPDCL/ MEDCHAL.
4. The Senior Accounts Officer/Op/Medchal/TGSPDCL/ MEDCHAL.
5. The Superintending Engineer/Op/Medchal/TGSPDCL/ MEDCHAL.

Copy to

6. 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.