



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

THURSDAY THE TWENTIETH DAY OF FEBRUARY
TWO THOUSAND AND TWENTY FIVE

Appeal No. 41 of 2024-25

Between

M/s. Sheetal Shipping and Metal Processors Ltd., through its Managing Director,
Sri Radha Krishan Agarwal, #5-5-103 to 1056, Meher Complex, 1st Floor,
Ranigunj, Secunderabad - 500 003. Cell: 9866633081.

..... **Appellant**

AND

1. The Assistant Divisional Engineer/Operation/Alair/TGSPDCL/Yadadri, Bhongir District.
2. The Senior Accounts Officer/Operation/Yadadri/TGSPDCL/Yadadri, Bhongir District.
3. The Divisional Engineer/Operation/Bhongir/TGSPDCL/Yadadri, Bhongir District.
4. The Superintending Engineer/Operation/YDD Circle/TGSPDCL/Yadadri, Bhongir District.

.....**Respondents**

This appeal is coming on before me for final hearing on this day in the presence of Sri B.Ravindra Prasad Srivastava - authorised representative of the appellant, Sri K.Harish Kumar- SAO/OP/Yadadri and Sri S. Venkateshwarlu - DE/OP/Bhongir for the respondents and having stood over for consideration, this Vidhyut Ombudsman passed the following:-

AWARD

This appeal is preferred aggrieved by the rejection of complaint vide Lr.No.CGRF-1/TSSPDCL/D.No.243/2020-21 dt.30.01.2021 passed by the Consumer Grievances Redressal Forum - Greater Hyderabad Area (in short 'the Forum') of Telangana State Southern Power Distribution Company Limited (in short 'TGSPDCL').

CASE OF THE APPELLANT BEFORE THE FORUM

2. In the complaint dt.13.11.2020, it is, inter-alia, submitted that the appellant requested the respondents to dismantle its Service Connection No. HT YDD-557 (in short 'the subject Service Connection') by withdrawing the following fictitious demands raised by the respondents:-

Sl.No.	Particulars	Amount claimed by respondents in (Rs.)
1.	July 2016 CC bill and August 2016 CC bill Total CD adjusted excluding interest Balance payable	9,02,422/- 8,72,725/- 17,75,147/- 11,25,000/- 6,50,147/-
2.	Minimum charges from September 2016 to October 2016 claimed on CMD of 750 KVA instead of derated CMD of 70 KVA	69,31,308/-
3.	FSA wrongly charged	25,98,762/-
4.	Surcharge on CC bills	37,76,100/-

5.	Voltage difference charges from October 2007 to September 2017 of 33 KV and 11 KV tariff rates	49,32,573/-
6.	Surcharge on voltage difference	3,74,876/-
7.	Court case pending	2,30,649/-
8.	Again FSA charges	18,99,478/-
	Total	2,13,93,893/-

WRITTEN SUBMISSIONS OF THE RESPONDENTS BEFORE THE FORUM

3. In the written reply dt.27.11.2020, filed by respondent No. 4, before the learned Forum, it is, inter-alia, submitted that the subject Service Connection was released on 19.10.2015 for a period of (2) years. It was terminated w.e.f. 19.10.2017. The due amount was not paid by the appellant. Therefore Form 'A', Form 'B' and Form 'C' notices were issued by the District Collector to recover the dues as arrears of land revenue. The subject Service Connection was disconnected in January 2017. The details of the FSA have been arrived at as per the judgement of the Hon'ble Supreme Court in Civil Appeal No. 5542 of 2016 dt.05.07.2016. The total FSA and surcharge was Rs.25,98,762/-. Surcharge on CC bills was Rs.37,76,100/-. The voltage difference charges was Rs.49,32,573/-. Fifteen days notice was given to the appellant for wrong voltage billing at 33 kV tariff instead of 11 kV tariffs (common feeder) for payment of the above said amount. After the default, surcharge was levied. The arrears were calculated upto 16.11.2020.

REJOINDER OF THE APPELLANT BEFORE THE FORUM

4. In the rejoinder filed by the appellant before the learned Forum on 17.12.2020, it is, inter-alia, submitted that the appellant-industry became sick since August 2016 and not in a position to pay the ledger amount to restore the Service Connection and hence it was requested to dismantle the subject Service Connection by removing the fictitious amounts, except CC bills.

ADDITIONAL WRITTEN REPLY OF THE RESPONDENTS

5. In the additional written reply filed by respondent No. 4 on 07-01-2021, before the learned Forum, it is, inter-alia, submitted that the subject HT Service Connection was restored in October 2015 after entering into a fresh HT agreement on 30.09.2015, duly following the existing terms and conditions. The HT agreement period is valid for two years from October 2015 only.

6. The learned Forum has rejected the complaint of the appellant on the ground that the matter is pending before the Hon'ble Supreme Court.

7. Initially the appellant filed an appeal before this Authority vide Appeal No. 38 of 2020-21 reiterating the contents of the complaint and also the rejoinder filed by it before the learned Forum. Like-wise respondent No.4 has also filed his reply in the appeal reiterating the contents of the written replies filed by him before the learned Forum.

8. After considering the material on record and after hearing both sides this Authority has disposed of the appeal and allowed the appeal in part. Challenging the said Award the respondents have preferred W.P.No.29815 of 2022.

9. The Hon'ble High Court has allowed W.P.No.29815 of 2022 and set aside the Award dt.05.05.2022 in Appeal No. 38 of 2020-21 on the file of this Authority on the ground that it was passed by the Presiding Officer without having jurisdiction as he was not qualified to hold the post of Vidyut Ombudsman.

10. Now the present appeal is filed presumably aggrieved by the rejection order vide Lr.No.CGRF-1/TSSPDCL/D.No.243/2020-21 dt.30.01.2021 of the learned Forum, contending among other things, that the appellant doesn't have any alternative remedy except to file the present appeal. It is also submitted that the appellant paid an amount of Rs.25,49,625/- in compliance with the subject Award in Appeal No. 38 of 2020-21 and also assuming that there is no due amount payable by the appellant. Therefore it is prayed to direct the respondents to restore power supply to the subject Service Connection; to set aside the claim of Rs.66,56,728/- claimed during the period from July 2016 to Jan 2017 and Rs.46,46,438/- claimed during the period from February 2017 to October 2017 towards minimum charges considering CMD of 750 KVA instead of CMD of 70

KVA; to effect deration of CMD from 750 KVA to 70 KVA w.e.f. 05.09.2016 in compliance of Clause VII 7.1(ii) of Regulation 5 of 2016; to set aside the claim of Rs.49,32,573/- claimed towards difference between 33 kV tariff rate and 11 kV tariff rates and to issue revised bills in compliance of Clause VII 7.1(ii) of Regulation 5 of 2016 etc.,

WRITTEN SUBMISSIONS OF THE RESPONDENTS

11. In the written reply filed by respondents 1 to 4, they have reiterated the contents of the written replies filed by respondent No.4, before the learned Forum.

ARGUMENTS

12. In the written arguments filed by the appellant, it is, inter-alia, submitted that Clause 5.9.4.2 of General Terms and Conditions of Supply (in short 'the GTCS') was amended vide proceedings No.TSERC/Secy/59-16/2016 dt.26.10.2016 of Hon'ble Telangana Electricity Regulatory Commission (in short 'the Commission') and the two years minimum agreement period is reduced to one year from 26.10.2016; that the respondents should derate the CMD from 750 KVA to 70 KVA w.e.f., 05.09.2016 as the minimum period of one year was completed as on 20.12.2009 itself and hence it is prayed to withdraw all the fictitious claims stated above.

13. On the other hand, it is argued on behalf of the respondents that since the fresh agreement was entered into between the parties on 30.09.2015, the amended period of agreement of one year effective from 26.10.2016 doesn't apply in this case and that all the calculations were made as per the rules and hence it is prayed to reject the appeal.

POINTS

14. The points that arise for consideration are:-

- i) Whether the appellant is entitled for setting aside the claim of CC bills of July 2016 and August 2016 with surcharge?
- ii) Whether the appellant is entitled for setting aside the claim of Rs.69,31,308/- during the period from September 2016 to October 2017 towards minimum charges considering CMD of 750 KVA instead of 70 KVA with surcharge?
- iii) Whether the appellant is entitled for setting aside the amount of Rs.25,98,762/- claimed towards FSA charges and Rs.2,30,649/- for Court case pending FSA amount and Rs.18,99,478/- again for FSA charges ?
- iv) Whether the appellant is entitled for setting aside the claim of Rs.49,32,573/- claimed towards the difference of 33 kV tariff rate and 11 kV tariff rates?
- v) Whether the appellant is entitled for issue of revised bills in compliance with Clause VII 7.1(ii) of Regulation 5 of 2016 as prayed for?
- vi) Whether the impugned Award/rejection order passed by the learned Forum is liable to be set aside? and
- vii) To what relief?

POINT Nos. (i) to (vi)**ADMITTED FACTS**

15. It is an admitted fact that the respondents have released the subject Service Connection on 19.10.2015 under the agreement dated 30.09.2015 under Sick Unit Revival Order. It is also an admitted fact that the Award passed by this Authority in Appeal No. 38 of 2020-21 on 05.05.2022 was set aside by the Hon'ble High Court in W.P.No. 29815 of 2022 on 10.12.2024. The respondents admitted that appellant paid Rs.25,49,625/- on 08.03.2023. It is also an admitted fact that the CC charges for July 2016 and August 2016 are as under:-

July 2016 CC bill	:	Rs.9,02,422/-
August 2016 CC bill	:	Rs.8,72,725/-
Total	:	Rs.17,75,147/-
CD adjusted excluding interest	:	<u>Rs.11,25,000/-</u>
Balance payable	:	<u>Rs. 6,50,147/-</u>

SETTLEMENT BY MUTUAL AGREEMENT

16. 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

17. The present appeal was filed on 28.12.2024. This appeal is being disposed of within the period of (60) days as required.

CRUX OF THE MATTER

RELEVANT AGREEMENT

18. According to the appellant there was an initial agreement executed on 12.10.2007. Another agreement was executed on 30-09-2015, which came into force on 19-10-2015. But according to the respondents only one agreement is existing which is dated 19-10-2015 because the earlier agreement was terminated and as such it cannot be taken into consideration. It is the argument of the authorised representative of the appellant that the appellant applied for deration of CMD on 05.08.2016 w.e.f., 05.09.2016. In this connection he submits that on 12.10.2007, HT agreement was entered into between the parties for 750 KVA, therefore the period of two years of agreement was completed on 12.10.2009. On the other hand, the argument of the respondents is that the new agreement was entered into between the parties on 30.09.2015, which came into force on 19-10-2015, for CMD of 750 KVA after terminating the earlier agreement.

19. As seen from the records, initial agreement was entered into between the parties herein on 12.10.2007. The said agreement came into force on 18.10.2007. As per the Rules existing then it was two years minimum

period to apply for deration. But the important point is that the agreement which was executed on 12.10.2007 was not in existence by the time the appellant prayed for deration of CMD on 05.08.2016. The earlier agreement was terminated on 29.03.2014 and the service was kept in 'bill stop' during 04/2014 and after a long lapse of time, service was released as new service and fresh agreement was executed on 30.09.2015 under Sick Unit Revival Order under which the appellant has consumed power. The said agreement came into force on 19.10.2015. As initial agreement was terminated on 29.03.2014 and new agreement came into force on 19.10.2015 and for all practical purposes this date is to be taken into consideration including for counting the minimum period of agreement for two years for applying deration. As already stated, the appellant gave one month notice for deration of CMD from 750 KVA to 70 KVA on 05.08.2016. By this date the period of two years was not completed from the date of agreement which was existing as on that date. Further the Hon'ble Commission has issued proceedings No. TSERC/Secy/59-16/2016 dt.26.10.2016, reducing the two years minimum period of agreement to one year from the said date. Even prior to this date itself the appellant gave one month notice on 05.08.2016 for deration. Further the latest agreement was also executed prior to the said proceedings coming into force of reducing the minimum period of agreement to one year. This proceeding superseded earlier such proceedings. Further it is prospective effect. It has no retrospective effect. Therefore, amended Clause 5.9.4.2 of

GTCS in the proceeding dated 26.10.2016 reducing the minimum agreement period from two years to one year has no application in this case. Therefore the agreement dated 30.09.2015 is relevant in the present case.

FUEL SURCHARGE ADJUSTMENT (FSA) CHARGES

20. In respect of FSA charges claimed by the respondents at Sl.No.3 in the table at para No.2, the appellant is liable to pay FSA charges as claimed by the respondents for the period from July 2010 to June 2012 as per judgement of Hon'ble Supreme Court reported in Civil Appeal No. 5542 of 2016 dt.05.07.2016.

21. In respect of FSA charges claimed by the respondents at Sl.No.7&8 in the table at para No.2, since the cases are pending before the Hon'ble Supreme Court, recovery of such FSA charges are subject to final outcome of those cases.

IS LIMITATION APPLICABLE FOR VOLTAGE DIFFERENCE CHARGES

22. The respondents have issued back billing notice dated 22.05.2019 for an amount of Rs.49,32,573/- towards wrong voltage billing stating that the billing was wrongly carried out under 33 kV tariff rates instead of 11 kV tariff rates from October 2007 to April 2014 and from October 2015 to September 2017. Later this back billing amount was revised to Rs.36,57,684/- in view of difference in tariff rates. The above back billing was done in view of 33 KV

level of supply extended from the date of initial agreement instead of 11 KV supply for 750 KVA. Here we need to refer relevant Clause of the Tariff Order FY 2007-08 which is reproduced here-under:-

6 H.T. SUPPLY- GENERAL CONDITIONS:

(1) Fuel Surcharge Adjustment (FSA) is applicable in accordance with the provisions of the Electricity Act, 2003 {in short 'the Act'}.

(2) The tariffs are exclusive of Electricity duty payable as per the provisions of AP Electricity Duty Act.

(3) Voltage of Supply The voltage at which supply has to be availed by:

(i). HT consumers, seeking to avail supply on common feeders shall be: For Total Contracted Demand with the Licensee and all other sources.

Upto 1500 kVA	11 kV
1501 kVA to 5000kVA	33 kV
Above 5000 kVA	132 kV or 220 kV as may be decided by Licensee

(ii). HT Consumers seeking to avail supply through independent feeders from the substations where transformation to required voltage takes place shall be:

For total contracted Demand with the licensees and all other sources.

Upto 2500 kVA	11 kV
2501 kVA to 10,000 kVA	33 kV
Above 10000 kVA	132 kV or 220 kV as may be decided by Licensee

The relaxations are subject to the fulfillment of following conditions:

- i. The consumer should have an exclusive dedicated feeder from the substation where transformation to required voltage takes place.
- ii. The consumer shall pay full cost of the service line including take off arrangements at substation;

The above Clause clearly states that power supply shall be extended at 11 kV level upto CMD of 1500 KVA under a common feeder. In the present case, power supply was extended at 33 kV level for a CMD of 750 KVA though the specified voltage level is 11 KV at the request of the appellant on a condition in the agreement to pay 11 KV tariff rates and there is no any specific mandate on actual supply voltage in 2007 during the relevant period. Therefore, the respondents are entitled to claim voltage difference charges at that time.

23. Now the argument of the authorised representative of the appellant is that the amount due in this case for voltage difference charges is beyond two years and not shown in the bills, hence the respondents cannot claim the dues which is beyond two years as per Section 56 (2) of the Act. However the claim of the respondents under the notice dt.22.05.2019 is on the ground of mistake of wrong voltage billing. No doubt, as already stated, the appellant consumed the power supply during the relevant period. However after a long lapse of time, the appellant can't be surprised with a huge amount of short billing. Further since the respondents have not performed their duty properly, the appellant cannot be penalised for the entire period of short billing even if there is any mistake found at a later stage. There is an abnormal delay in finding the said mistake and this delay is due to the negligence of officials of the respondents. Under the general law of limitation under the Limitation Act 1963, in the present case the respondents are not entitled to recover the entire short billing amount. They are entitled to levy the short billing amount only upto

a period of (3) years preceding the date of notice issued on 22.05.2019. However there is specific Clause on actual supply voltage in relevant Tariff Order for FY 2015-16 which is reproduced hereunder:-

6 H.T. SUPPLY- GENERAL CONDITIONS:

(1) Fuel Surcharge Adjustment (FSA) is applicable in accordance with the provisions of the Electricity Act, 2003.

(2) The tariffs are exclusive of Electricity duty payable as per the provisions of AP Electricity Duty Act

(3) Voltage of Supply The voltage at which supply has to be availed by:

(i). HT consumers, seeking to avail supply on common feeders shall be: For Total Contracted Demand with the Licensee and all other sources.

Upto 1500 kVA	11 kV
1501 kVA to 5000kVA	33 kV
Above 5000 kVA	132 kV or 220 kV as may be decided by Licensee

(ii). HT Consumers seeking to avail supply through independent feeders from the substations where transformation to required voltage takes place shall be:

For total contracted Demand with the licensees and all other sources.

Upto 2500 kVA	11 kV
2501 kVA to 10,000 kVA	33 kV
Above 10000 kVA	132 kV or 220 kV as may be decided by Licensee

The relaxations are subject to the fulfillment of following conditions:

- i. The consumer should have an exclusive dedicated feeder from the substation where transformation to required voltage takes place.
- ii. The consumer shall pay full cost of the service line including take off arrangements at substation;

iii. In case of HT – I, HT – II and HT – III consumer categories, for whom the voltage wise tariff is applicable, the Licensee shall levy the tariff as per the actual supply voltage.

Sub-Clause (iii) of the above Clause clearly states that the respondents shall levy the tariff as per the actual supply voltage during the relevant time, hence they cannot claim under specified voltage level i.e. 11 KV tariff rates during the said period. Whereas in the Tariff Order for FY 2016-17 dt.01.07.2016, this Clause was omitted. Hence, the respondents are entitled to claim the bills under 11 KV tariff rates from 01.07.2016 only till the date of termination of agreement on 18.10.2017.

CLAUSE VII 7.1(i) AND (ii) OF REGULATION 5 of 2016

24. It is the argument of the authorised representative of the appellant that the appellant is entitled for the benefit under Clause VII 7.1(i) and (ii) of Regulation 5 of 2016. The said Clause reads as under:-

7.1 (i) The Licensee shall acknowledge a consumer's complaint about an electricity bill immediately, if received in person and within 24 working hours, if received by post. The Licensee shall resolve the complaint regarding the electricity bills within 24 working hours of its receipt, if no additional information is required to be collected and within Seven (7) working days of receipt of complaint, if any additional information is required.

(ii) Where the complaint of a consumer is genuine and revision of a bill already issued becomes necessary, the due date for payment of bill shall be reckoned from the date of revised bill for the purpose of disconnection of supply or for levy of additional charges for belated payment.

A perusal of the above said provision, it is crystal clear that if the consumer files any complaint in respect of the rectification of electricity bill, the Licensee shall resolve the said complaint within (24) hours of its receipt or within (7) days as the case may be and if such complaint is genuine, the Licensee has to issue a revised bill by fixing a new date of payment for disconnection for levy of additional charges etc., So for applying this Clause it is necessary that the appellant must have filed a complaint with the Licensee in respect of revision of electricity bill. But in the instant case, no such complaint was filed by the appellant. It is the Licensee which has issued Form 'A' 'B' and 'C' notices and at the most at that stage the appellant might have requested for revision of such amounts. These factors indicate that the appellant has not made any application initially for revision of electricity bill before Form 'A' 'B' and 'C' notices were issued. Therefore when once the appellant has not approached the Licensee for revision of the electricity bill as mentioned in the Clause, the application of this Clause does not arise.

25. The learned authorised representative of the appellant has relied upon the judgement of the Hon'ble Supreme Court reported in JHARKHAND STATE ELECTRICITY BOARD & Ors., v. M/s. RAMAKRISHNA FORGING LIMITED (Civil Appeal No.6145 of 2010 dt.30.04.2021) and argued that it is the date of initial agreement which is to be taken for applying for deration of load. The Licensee in the said case considered the date of latest release of additional load and not the date of initial agreement. In those circumstances

the Hon'ble Supreme Court has held that it is the date of initial agreement that is to be taken into consideration in case of deration of loads etc.,, Absolutely there is no dispute or quarrel about the said proposition. But in the present case, initial agreement was terminated on 29.03.2014 and a fresh agreement was entered into between the parties which was effective from 19.10.2015. Therefore the date 19.10.2015 is crucial for the purpose of deration. But the appellant is taking the date of initial agreement dated 12.10.2007 for the purpose of deration. That date is not useful to the appellant for the simple reason that after termination of the said agreement under Sick Unit Revival Scheme, the present agreement came into force on 19.10.2015 which is in existence, which is crucial for all practical purposes. Therefore the facts in the judgement referred to above and the facts in the present case are quite distinct. Thus the said judgement is not useful to the appellant. Accordingly I hold that it is 19.10.2015 which is crucial for counting the period of two years. The said two years period was completed on 18.10.2017. Accordingly, appellant is eligible for deration on or after 18.10.2017 only as per Clause 5.9.4.2 of the GTCS.

26. The learned authorised representative of the appellant has relied upon the judgement of the Hon'ble High Court of Andhra Pradesh in W.P.No.14893 of 2011 dt.21.11.2011 (M/s. SRI VENKATESHWARA RICE MILL v. The AAO/ERO-APDCAPL) and W.P.No. 21179 of 2012 dt.26.09.2012 (RAJANI GINNING and PRESSING FACTORY v. The SE/NPDCL) wherein the

Hon'ble High Court has held that under Sec.56(2) of the Act no sum due from any consumer shall be recoverable after the period of two years from the date when such sum became first due unless such sum has been shown continuously recoverable as arrears of charge for the electricity supplied. There is no dispute about the said proposition. But in the present case the respondents are claiming the arrears due probably on the ground that the said arrears were not claimed earlier due to mistake and also on the ground that they have issued Form 'A' 'B' and 'C' notices. Under these circumstances Sec. 56 (2) of the Act is not applicable. The respondents are entitled to claim the said sum for the entire due amount for the entire period where there is mistake in calculating the due amount etc., on the part of the respondents, subject to law of limitation. The facts in those cases and the facts in the present case are different, therefore these judgements are not applicable.

27. Further the Hon'ble Supreme Court in the judgement reported in Civil Appeal No.6036 of 2012 dt.16.10.2015 (A.P. POWER COORDINATION COMMITTEE & ors. V. M/s. LANCO KONDAPALLI POWER LTD., & ORS.) relied upon by the authorised representative of the appellant, has held, inter-alia in para 30, as follows:-

30. We have taken the aforesaid view to avoid injustice as well as possibility of discrimination. We have already extracted a part of paragraph 11 of the judgment in the case of State of Kerala v. V.R. Kalyanikutty (supra) wherein Court considered the matter also in the light of Article 14 of the Constitution. In that case the possibility of Article 14 being attracted against the statute was highlighted to justify a particular interpretation as already noted. It was also observed that

it would be ironic if in the name of speedy recovery contemplated by the statute, a creditor is enabled to recover claims beyond the period of limitation. xxxxx..... Hence we hold that a claim coming before the Commission cannot be entertained or allowed if it is barred by limitation prescribed for an ordinary suit before the civil court.

As per the said judgment in the absence of any provision in the Act, creating a new right upon the claimant to claim even the dues which are barred by law of limitation, or taking away a right of the other side to take a lawful defence of limitation, such claims cannot be entertained or allowed if it is found legally not recoverable in a regular suit or any other regular proceeding such as arbitration, on account of law of limitation. It was also held therein that unlike labour laws and Industrial Disputes Act, the Electricity Act has no peculiar philosophy or inherent underlying reasons requiring adherence to a contrary view. This judgement is helpful to the appellant in considering the plea of limitation when the Clauses of the GTCS are contrary to this view.

28. In view of the above discussions, I hold that the appellant is liable to pay Rs.6,50,147/- towards CC charges for the month of July and August 2016 after adjustment of CD amount; that the appellant is not entitled for setting aside the claim of Rs.69,31,308/- during the period from September 2016 to October 2017 towards minimum charges considering CMD of 750 KVA instead of 70 KVA with surcharge; that the appellant is not entitled for setting aside the amount of Rs.25,98,762/- claimed towards FSA charges and Rs.2,30,649/- for Court case pending FSA amount and Rs.18,99,478/- again for FSA charges which are subject to final outcome of the Court cases; that the

appellant is entitled for setting aside the claim of Rs.49,32,573/- claimed towards the difference between 33 kV tariff rate and 11 kV tariff rates in part and that the appellant is not entitled for issue of revised bills in compliance with Clause VII 7.1(ii) of Regulation 5 of 2016. These points are decided partly in favour of the appellant and partly in favour of the respondents.

29. The proviso to Clause 2.37 of the Regulation indicates that no grievance shall be rejected in writing unless the complainant is heard. Giving an opportunity of being heard to the complainant does not mean to go through the relevant material submitted by the parties, but it means practically giving an opportunity to the complainant and the respondents either virtually or physically to argue the case. This giving the opportunity to the complainant is nothing but following the principles of natural justice. A perusal of the Award/Order goes to show that no such opportunity was given to the appellant. Even no date of hearing was also mentioned in the Award/Order. This amounts to violation of the Proviso to Clause 2.37 of the Regulation.

POINT No. (vii)

30. In view of the findings on point Nos. (i) to (vi), the appeal is liable to be allowed in part and the impugned Award rejecting the complaint is liable to be set aside.

RESULT

31. In the result, the appeal is allowed in part. The respondents are entitled to collect the amounts from the appellant by issuing fresh notice as per the table mentioned below:-

Sl.No.	Particulars	Amount claimed by respondents in (Rs.)	Findings of this Authority
1.	July 2016 CC bill and August 2016 CC bill Total CD adjusted excluding interest Balance payable	9,02,422/- 8,72,725/- <hr/> 17,75,147/- 11,25,000/- 6,50,147/-	The respondents are entitled for this amount
2.	Minimum charges from September 2016 to October 2017 on CMD of 750 KVA	69,31,308/-	The respondents are entitled for this amount.
3.	FSA charges	25,98,762/-	The respondents are entitled for this amount as per the Judgement of the Hon'ble Supreme Court in Civil Appeal No. 5542 of 2016 dt. 05.07.2016.
4.	Surcharge on CC bills	The respondents are entitled to levy surcharge till date.	
5.	Voltage difference charges	49,32,573/- (The respondents have recalculated the amount at Rs.36,57,684/-)	The respondents are entitled to claim the voltage difference charges of 33 kv and 11 kv tariff rates only from 01.07.2016 to notice dt.22.05.2019. Voltage difference charges are not allowed for the remaining period as it is barred by limitation.
6.	Surcharge on voltage difference	The respondents are entitled for levy of	

		surcharge till date only on the amount arrived at SI.No.5 in this table.	
7.	Court case pending	2,30,649/-	Subject to final outcome of the Court case.
8.	Again FSA charges (unbilled FSA charges)	18,99,478/-	Subject to final outcome of the Court case.

The respondents are directed to deduct the amount of Rs.25,49,625/- (Rupees twenty five lakhs forty nine thousand six hundred twenty five only) paid by the appellant on 08.03.2023 from CC charges at relevant time. On payment of the amount arrived at, the respondents shall dismantle the subject Service Connection.

For restoration of power supply, the respondents are entitled to collect the necessary amounts as per the due procedure.

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 20th day of February 2025.

Sd/-

Vidyut Ombudsman

1. M/s. Sheetal Shipping and Metal Processors Ltd., through its Director, Sri Shyam Sunder Agarwal, #5-5-103 to 105/6, Meher Complex, 1st Floor, Ranigunj, Secunderabad - 500 003. Cell: 9866633081.

2. The Assistant Divisional Engineer/Operation/Alair/TGSPDCL/Yadadri Bhongir District.
3. The Senior Accounts Officer/Operation/Yadadri/TGSPDCL/Yadadri Bhongir District.
4. The Divisional Engineer/Operation/Bhongir/TGSPDCL/Yadadri Bhongir District.
5. The Superintending Engineer/Operation/YDD Circle/TGSPDCL/Yadadri Bhongir District.

Copy to

6. The Chairperson, Consumer Grievances Redressal Forum of TGSPDCL-Rural, H.No.8-03-167/14, GTS Colony, Yousufguda, Hyderabad.

