



**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**

SATURDAY THE EIGHTEENTH DAY OF APRIL  
TWO THOUSAND AND TWENTY SIX

**Appeal No. 56 of 2025-26**

Between

Sri Y. Ravinder Reddy, H.No.10-92/C, Bommakal, Karimnagar Rural,  
Karimnagar District. Cell:7013313762.

**..... Appellant**

**AND**

1. The Assistant Engineer/Operation/Bommakal - 8712483198.
2. The Assistant Divisional Engineer/Operation/Karimnagar Rural - 8712483236.
3. The Assistant Accounts Officer/ERO/Karimnagar Rural -8712483235
4. The Divisional Engineer/Operation/Karimnagar - 8712483144

**..... Respondents**

This appeal is coming on before me for final hearing on 15.04.2026 in the presence of the appellant in person, virtually and Sri Pradeep Reddy - AE/OP/ Bommakal, Sri G.Raghu - ADE/OP/Karimnagar Rural, Sri T.Thirupathi - AAO/ERO/Karimnagar and Sri J. Rajam - DE/OP/Karimnagar for the respondents, virtually and having stood over for consideration till this day, this Vidyut Ombudsman passed the following Award:-

**AWARD**

This appeal is preferred aggrieved by the Award passed by the Consumer Grievances Redressal Forum - II(Karimnagar), (in short 'the Forum') of Telangana State Northern Power Distribution Company Limited (in short 'TGNPDCL') in C.G.No. 511/2025-26/ Karimnagar Circle dt.17.01.2026, 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. 2570203435 under Category-II (Non-Domestic) (in short 'the subject Service Connection') for his H.No.10-92/C at Bommakal Village, Karimnagar Rural, Karimnagar District. The house of the appellant was given on rent to one Dream Academy. As per the rental deed the tenant vacated the house of the appellant in September 2025. Thereafter respondent No.2 issued a back billing notice demanding to pay Rs.2,50,783/- (Rupees two lakhs fifty thousand seven hundred eighty three only) on the ground of one phase missing in the meter. Respondent No.4 has also informed the same to the appellant through a notice dt.14.11.2025. The electricity was used by the tenant and the back billing period was from 19.02.2020 to 25.05.2025, and it was issued after the tenant vacated the premises. It is illegal. Therefore it was prayed to direct the respondents to collect the back billing amount from the Dream Academy.

**WRITTEN SUBMISSIONS OF THE RESPONDENTS BEFORE THE FORUM**

3. In the written reply filed by the Additional Assistant Engineer/OP/Bommakal, before the learned Forum, it is, inter-alia, submitted that the AE/DPE/Karimnagar has inspected the subject Service Connection on 25.05.2025 and during the inspection he observed that the B-Phase voltage in the meter was '0'. The meter was subsequently tested in the LT Lab using the automatic test Bench (Accucheck). The error recorded was 35.96%, which is beyond the permissible limits. The examination of the MRI data revealed that the 'B' phase voltage had been missing from 19.02.2020 to 25.05.2025 (date of meter replacement). Accordingly, a Provisional Assessment Order was served on the appellant on 28.10.2025. Since the

appellant has not paid the required amount, Final Assessment Order was passed on 14.11.2025, assessing an amount of Rs.2,50,783/-. The subject Service Connection was released on 10.05.2010.

#### **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 said Award of the learned Forum, the present appeal is preferred reiterating the contents of his complaint filed before the learned Forum. It is accordingly prayed to direct the respondents to approach Dream Academy and collect the back billing amount.

#### **WRITTEN SUBMISSION OF RESPONDENTS**

6. No written reply was filed by the respondents.

#### **ARGUMENTS**

7. It is submitted by the appellant that his house was given on lease to Dream Academy for (10) years who vacated the premises in September 2025 and thereafter the respondents have issued back billing amount for the electricity used by Dream Academy. Therefore it is prayed to direct the respondents to collect the amount from Dream Academy.

8. On the other hand, the respondents have supported the impugned Award and prayed to reject the appeal.

#### **POINTS**

9. The points that arise for consideration are:-

- i) Whether the back billing amount of Rs.2,50,783/- is liable to be waived?
- ii) Whether the impugned Award of the learned Forum is liable to be set aside?

and

iii) To what relief?

**POINT Nos. (i) and (ii)**

**ADMITTED FACTS**

10. The admitted facts are as under:-

i). It is an admitted fact that the back billing period is from 19.02.2020 to 25.05.2025.

ii) It is also an admitted fact that the back billing amount is not paid by the appellant.

**SETTLEMENT BY MUTUAL AGREEMENT**

11. 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**

12. The present appeal was filed on 24.03.2026. This appeal is being disposed of within the period of (60) days as required.

**CRUX OF THE MATTER**

13. The material on record goes to show that the subject Service Connection is having 3-phase whole current meter SI.No.7049745, make : GENUS, Capacity: 10 to 40 Amps. The said meter was tested on 11.06.2025 with the semi automatic test bench accu chek with 5 Amps full load meter. The testing result shows that there was an error of -35.96% in view of B-phase voltage is down (missing). The voltages were R-Phase - 239 volts, Y-Phase - 239 volts and B-Phase-0 Volts. The MRI data

retrieved from the meter discloses that B-Phase voltage was missing from 19.02.2020 to 25.05.2025 ( date of replacement of the meter).

14. It is relevant to reproduce the following Clause of GTCS here-under:-

**Annexure XII (VII) (C)  
Guidelines for Assessment of Short-billing cases**

(I) Short-billing arising out of Defective Meter

Meter is to be tested with Accucheck / Electronic Reference Standard (ERS) Meter at site and % Error is to be arrived at and billed for the period when the meter was defective. If the period of the defect can be established with the aid of production figures of consumer and MRI dumps (Meter Reading Instrument), the assessment is to be undertaken for the period when the meter was defective as per the formula.

	<b>Unit of measurement</b>	<b>Formula</b>
Number of units recorded by the defective meter from ..... to .....	Units	A
Number of units that would have been recorded if the meter had been working normally	Units	$B = A * 100 / (100\% + \% \text{ error})$ Where the % error is a negative value
Energy lost during the period	Units	$B - A = C$
Cost of energy	Rs per unit	D
Value of energy lost	Rs	$C * D = E$
Total Electricity charges payable	Rs	E

Assessment period	: 19.02.2020 to 25.05.2025.
Units recorded	: 41876 units
Units assessed as per above given Clause	: 65391 units.
Units lost	: 23515 units
E.D.Amount	: Rs.1,411/-
Supervision charges	: Rs.100/-
Total amount	: Rs.2,53,783/-

The above given assessment is pursuant to the provisions of the GTCS as stated above. The Licensee can recover revenue lost on account of defective meter by way of assessment with the aid of MRI data. The MRI data produced by the respondents clearly shows that the B-phase voltage was missing since 19.02.2020. It is established beyond doubt that the meter has recorded less consumption to the extent of one phase voltage missing with an error in the meter of - 36.96%, whereas the appellant has utilised 3-phase healthy supply for such period. Considering the aforementioned facts, the assessment of Rs.2,50,783/- is tenable.

15. The claim of the appellant to recover the assessed back billing amount of Rs.2,50,783/- from his tenant M/s.Dream Academy by the respondents do not have legal effect. The registered consumer for the subject Service Connection is Y. Ravinder Reddy (appellant herein). The lease deed dt.04.09.2020 between Y. Ravinder Reddy and Raja Rajeshwara Educational Society reveals that the lessee herein Raja Rajeshwara Educational Society shall pay the electricity charges. The respondents are nowhere connected with the mutual lease deed concluded between owner and the tenant. Hence, the request of the appellant to direct the respondents to recover the above said assessment from his amount is not tenable.

16. Sec. 2 (15) of the Electricity Act (in short 'the Act') defines "Consumer".

The said provision reads as under:-

"Consumer" means any person who is supplied with electricity for his own use by a licensee or the Government or by any other person engaged in the business of supplying electricity to the public under this Act or any other law for the time being in force and includes any

person whose premises are for the time being connected for the purpose of receiving electricity with the works of a licensee, the Government or such other person, as the case may be;

Primarily the appellant is the consumer to the Licensee, applied in his name for the new electricity Service Connection which was released way back on 10.05.2010 in the name of Sri Y. Ravinder Reddy. The appellant preferred to give lease to Dream Academy and concluded a lease agreement in the year 2020. This transaction was not informed to the Licensee nor the connection was taken in the name of the tenant i.e., Dream Academy. The owner has the right to allow the tenant to take electricity connection under his name by virtue of registered lease deed. There is no reason to direct the respondents for taking necessary action for the recovery of the assessed amount from the tenant of the appellant, rather by virtue of the lease agreement the appellant has the right to take appropriate action to recover any amount from his tenant. In view of these reasons, I hold that the appellant is not entitled for waiver of the back billing amount of Rs.2,50,783/- and the impugned Award of the learned Forum is not liable to be set aside. These points are accordingly decided against the appellant and in favour of the respondents.

**Point No.(iii)**

17. In view of the finding on point Nos.(i) and (ii), the appeal is liable to be rejected. Further having regard to the facts and circumstances of the case, the appellant is entitled to pay the amount in question in instalments.

## RESULT

18. In the result the appeal is rejected confirming the Award passed by the learned Forum. However, the appellant is permitted to pay the amount in question in (12) monthly instalments commencing from 25.05.2026. In default of payment of any instalment, the respondents are at liberty to realise the entire amount in lumpsum.

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 18th day of April 2026.

**Sd/-  
Vidyut Ombudsman**

1. Sri Y. Ravinder Reddy, H.No.10-92/C, Bommakal, Karimnagar Rural, Karimnagar District. Cell:7013313762.
2. The Assistant Engineer/Operation/Bommakal - 8712483198.
3. The Assistant Divisional Engineer/Operation/Karimnagar Rural - 8712483236.
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5. The Divisional Engineer/Operation/Karimnagar - 8712483144

### Copy to

6. The Chairperson, CGRF- I, TGNPDCL, Hanamkonda, Warangal.