



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 TWENTY NINTH DAY OF SEPTEMBER
TWO THOUSAND AND TWENTY FIVE

Appeal No. 17 of 2025-26

Between

M/s. Balaji Steel Rolling Industries, #28/1/C, IDA Nacharam, Hyderabad -
500 076, represented by Sri Siddharth Gupta, s/o. Roop Kumar Gupta.

..... Appellant

AND

1. The Assistant Divisional Engineer/Operation /Habsiguda/TGSPDCL/
Habsiguda Circle.
2. The Divisional Engineer/Operation/Habsiguda/TGSPDCL/Habsiguda Circle.
3. The Senior Accounts Officer/Operation/Habsiguda/TSGPDCL/Habsiguda
Circle.
4. The Superintending Engineer/Operation/Habsiguda/TGSPDCL/Habsiguda
Circle.

.....Respondents

This appeal is coming on before me for final hearing on 24.09.2025 in the presence of Sri Ravinder Prasad Srivastava - authorised representative of the appellant and Sri J. Dasaradha - ADE/OP/Habsiguda, Sri Qadeer Ahmed - JAO/Habsiguda and Sri K.V.Prabhakar Rao - SAO/OP/Habsiguda 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.137/2024-25/Habsiguda Circle dt.19.07.2025, rejecting the complaint.

CASE OF THE APPELLANT BEFORE THE FORUM

2. The case of the appellant is that the respondents have released HT Service Connection No. RRE146 of 2200 KVA of Contracted Maximum Demand (in short 'CMD') to the appellant and supplied electricity to it till 11.11.2014 and on 12.11.2014, the power supply was disconnected. The respondents have restricted power supply from 07.09.2012 to 31.07.2013 as per the order of the Hon'ble Andhra Pradesh Electricity Regulatory Commission. During the said period the respondents have claimed the CC charges considering the option of 4/3 with 100% CMD for 31 days, whereas the same ought to have been charged 4/3 days with 100% CMD for 4/3 days from August 2012 to April 2013 and 18/12 days with 100% CMD for 18/12 days as per letter of respondent No.1, vide Lr.No.ADE/OP/HBG/D.No. 2055/13 dt.10.12.2013 addressed to respondent No.3. An amount of Rs.33,91,722/- was worked out for withdrawal towards the wrong claim amount but the correct amount is Rs.39,86,864/-.

3. An amount of Rs.1,09,097/- was claimed by the respondents towards Annual Consumption Deposit (in short 'ACD') surcharge from June

2012 to March 2013 by showing Rs.50,76,738/- as Security Deposit instead of Rs.70,31,390/-.

4. The respondents have claimed an amount of Rs.53,81,577/- towards Late Payment Charges from the billing month of October 2012 to March 2015 without furnishing any details and the said amount was not paid.

5. The Fuel Surcharge Adjustment (in short 'FSA') amount of Rs.27,92,880/- is payable as on the date of termination of the HT agreement on 12.03.2015. Since the power supply to the subject Service Connection was disconnected on 12.11.2014, the date of deemed termination of HT agreement is 12.03.2015. The rights and obligations of the respondents are forfeited with effect from the date of termination of the said agreement. Therefore, it is prayed to set aside the claim of Rs.88,64,245/- pertaining to the period of R&C from September 2012 to July 2013 billing months, to set aside the claim of Rs.7,16,786/- pertaining to the ACD surcharge for the period from May 2014 to March 2015, to set aside the claim of Rs.53,81,577/- pertaining to the LPC from May 2014 to March 2015, to dismantle the subject Service Connection and also to issue No Dues Certificate immediately after receiving the required amount as in March 2015.

WRITTEN SUBMISSIONS OF THE RESPONDENTS

6. In the written reply filed by respondent No.4, before the learned Forum, it is, inter-alia, submitted that the subject Service Connection was released on 22.06.1984. The date of disconnection of the subject Service Connection and its termination were admitted. The Form- A notice was issued to the appellant for realisation of Rs.4,75,75,835/- towards dues of CC charges on 22.07.2016 under Revenue Recovery Act (in short the 'Act'). Thereafter Form-B notice was also issued to the appellant for realisation of Rs.4,98,01,241/- vide Letter No. 1549 dt 22.12.2016. At that time the appellant filed W.P.No.4961 of 2017. In the said Writ Petition the appellant did not get any relief. Thereafter the appellant preferred W.A.No.1197 of 2024. In the said Writ Appeal liberty was granted to the appellant to approach the learned Forum.

7. The R&C bills were revised from September 2012 to July 2013 as per the recommendation of respondent No.1.

8. The appellant has not produced the original receipts showing payment of ACD charges. The deposited amounts were transferred from RRN circle to RRE circle at the time of bifurcation of RRN circle. The cheques issued by the appellant were dishonoured many a time from 1988 to 2011. The Un-levied FSA amount of Rs.63,98,957/-, Wheeling Charges of Rs.19,79,008/- and Voltage Surcharges of Rs.8,88,318/- were included while

arriving at the amounts payable by the appellant. Further the un-levied Cross Subsidy charges of Rs.7,75,782/- was included while arriving at the amounts payable by the appellant. However the ACD surcharges during R&C period were withdrawn. The FSA amount payable by the appellant was Rs.63,98,957/- as on the date of termination of the subject Service Connection. The appellant has to pay Rs.11,02,05,692/- including surcharges calculated upto March 2025. It is accordingly prayed to reject the complaint.

REJOINDER OF THE APPELLANT BEFORE THE FORUM

9. In the rejoinder filed by the appellant before the learned Forum, it is, inter-alia, submitted that the respondents have claimed demand charges of Rs.3,46,114/- for RMD of 2231.10 KVA towards normal rate and Rs.1,72,452/- towards penal rates, thus totalling to Rs.5,18,566/- without furnishing any details. An excess claim of Rs.33,91,722/- was withdrawn by the respondents including the surcharge claimed but no revised bill was issued in compliance of Clause VII 7.1 (i),(ii) of Regulation 5 of 2016.

10. In the written reply filed by respondent No.3, before the learned Forum, it is, inter-alia, submitted that the Telangana Electricity Regulatory Commission (in short 'the Commission') has passed an order on 30.08.2024, wherein the Cross Subsidy Surcharge for the FY 2005-06 to FY 2014-15 was redetermined. Accordingly, the appellant is liable to pay Cross Subsidy

Surcharge amount of Rs.7,75,792/-. In all the appellant has to pay Rs.11,02,05,692/- inclusive of surcharge calculated upto May 2025.

AWARD OF THE FORUM

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

12. Aggrieved by the Award passed by the learned Forum, the present appeal is preferred, reiterating the contents of its complaint filed before the learned Forum. It is accordingly prayed to set aside the impugned Award and to set aside the claim of Rs.53,81,577/- pertaining to the LPC of October 2012 to March 2015, to set aside the claim of Rs.7,16,786/- pertaining to the ACD surcharge for the period from June 2012 to November 2014, to refund Rs.1,21,78,311/- along-with interest from 12.03.2015 till the date of refund and to dismantle the subject Service Connection and also to issue No Dues Certificate.

WRITTEN SUBMISSION OF THE RESPONDENTS

13. In the written reply filed by respondent No.4, he has reiterated the contents of his written reply filed by him before the learned Forum. It is accordingly prayed to reject the appeal.

REJOINDER OF THE APPELLANT

14. In the rejoinder filed by the appellant before this Authority, it is, inter-alia, submitted that the incentive amount which was allowed by the respondents was not deducted by the appellant from the CC charges payment as this appellant while making payment of ACD amount in respective years adjusted in the incentive amount and paid the balance amount, as such the same is to be treated as the Security Deposit amount.

ARGUMENTS

15. It is argued on behalf of the appellant that the respondents have claimed Rs.53,81,577/- towards LPC from October 2012 to March 2015 wrongly; that the respondents have also claimed Rs.7,16,780/- for June 2012 to November 2014 towards ACD charge wrongly as such the said claim is liable to be set aside; that the appellant is entitled to refund of Rs.1,21,78,311/- along-with interest from 12.03.2011 till its refund and it is accordingly prayed to dismantle the subject Service Connection and to issue No Dues Certificate.

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

POINTS

17. The points that arise for consideration are:-

- i) Whether the claim of Rs. 53,81,577/- pertaining to the LPC from October 2012 to March 2015 is liable to be set aside (the period is shown differently before the learned Forum)?
- ii) Whether the claim of Rs.7,16,786/- pertaining to the ACD from June 2012 to November 2014 is liable to be set aside (the period is shown differently before the learned Forum)?
- iii) Whether the appellant is entitled for refund of Rs.1,21,78,311/- with interest from 12.03.2015 till its refund as prayed for?
- iv) Whether the subject Service Connection is liable to be dismantled and the appellant is entitled for No Dues Certificate as prayed for?
- v) Whether the impugned Award passed by the learned Forum is liable to be set aside? and
- vi) To what relief?

POINT Nos. (i) to (v)

ADMITTED FACTS

18. It is an admitted fact that the respondents have released the subject Service Connection on 22.06.1984. There is no dispute that the subject Service Connection was disconnected on 12.11.2014. It is also an admitted fact that the subject Service Connection was terminated w.e.f. 12.03.2015.

SETTLEMENT BY MUTUAL AGREEMENT

19. 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.

20. Though the appellant prayed to set aside the claim of Rs.88,64,245/- before the learned Forum pertaining to the period from September 2012 to July 2013 billing months in respect of R&C charges, the appellant is not claiming the said relief now. In the rejoinder filed by the appellant before this Authority on 01.09.2025 it is submitted that an amount of Rs.1,40,75,094/- in respect of R&C bills was withdrawn by the respondents, as such it is deemed that the dispute in respect of R&C is resolved.

REASONS FOR DELAY IN DISPOSING OF THE APPEAL

21. The present appeal was filed on 11.08.2025. This appeal is being disposed of within the period of (60) days as required.

CRUX OF THE MATTER

22. M/s. Balaji Steel Rolling Industries, Plot No.28/C/1, Nacharam IDA, Hyderabad is having an HT Service Connection HBG146, under Category-I with a CMD of 2200 KVA. The said Service Connection was released on 22.06.1984 with a CMD of 450 KVA. Subsequently the appellant availed additional loads on various instances, finally limited their total load to 2200 KVA. The supply was disconnected to the said Service on account of pending

of arrears on dt.12.11.2014. Subsequently, Form-A notice was issued for Rs.4,75,75,835/- on 22.07.2016 and Form-B notice was issued for Rs.4,98,01,241/- on 22.12.2016. The total arrears cumulatively accumulated to net amount of Rs.11,02,05,692/- upto March 2025. As per the liberty granted by the Hon'ble Division Bench vide W.A.No.1197 of 2024 in W.P.No.4961 of 2017, the appellant approached the learned Forum. The Forum rejected the complaint filed by the appellant holding that both the parties have not submitted full details to decide the matter.

23. The appellant filed the present appeal claiming several reliefs including R&C bills.

R&C BILLS

24. The appellant preferred claim of Rs.88,64,245/- totalling to the period of R&C from September 2012 to July 2013 billing months in his initial complaint, but as already stated, later did not press the said claim in the appeal.

ACD SURCHARGE

25. Referring to the period June 2012 to March 2013 towards ACD surcharge levied by the respondents for an amount of Rs.1,09,097/-, the appellant contended that the assessment of Additional Consumption Deposit based on the available Security Deposit of Rs.50,76,738/- is not correct. The

appellant claimed that the actual Security Deposit to be considered as Rs.70,31,390/-. It is pertinent here to note the relevant provision against levy of ACD and its surcharge.

Clause 6 of Regulation 6 of 2004:-

Review and payment of Additional Security Deposit for the electricity supplied:

(1) General Review

Subject to the billing periods of three months or two months as specified in Clauses 4, the adequacy of the amount of Security Deposit in respect of consumers shall be reviewed by the licensee generally once in every year (preferably after revision of tariff for the respective year) based on the average consumption for the period representing 12 (twelve) months from April to March of the previous year.

(2) Demand notice for Additional Security Deposit

(a) Based on review as per sub-clause (1) above, demand for shortfall or refund of excess will be made by the licensee :"

Provided, however, that if the Security Deposit payable by the consumer is short by or in excess of not more than 10% of the existing Security Deposit, no demand for shortfall will be made for payment of Additional Security Deposit and the consumer shall not be entitled to demand the refund of the excess.

(b) If the existing Security Deposit of a consumer is found to be in excess by more than 10% of the required Security Deposit, refund of the excess Security Deposit shall be made by the Licensee by adjustment of the then outstanding dues from the consumer to the Licensee or any amount becoming due from the consumer to the Licensee immediately thereafter.

(c) Where the consumer is required to pay Additional Security Deposit, the Licensee shall issue to the Consumer a 30 days' advance notice specifying the amount payable with supporting calculations.

(3) Surcharge for belated payment of additional Security Deposit

(a) The consumers shall pay the additional Security Deposit within thirty days from the date of service of the demand notice issued by the licensee.

(b) If there is any delay in payment, the consumer shall pay surcharge thereon at 18% per annum or at such rates as may be fixed by the Commission from time to time, without prejudice to the Licensee's right to disconnect supply of electricity, as per this Regulation.

The above given Clause makes it clear that the adequacy of the amount of Security Deposit shall be reviewed by the Licensee once in a year starting from April to March of the previous year (12 months). On such review if the Security Deposit available is assessed for any shortfall or in excess of the existing Security Deposit, the shortfall amount shall be required to be paid as Additional Consumption Deposit within (30) days from the issue of the demand notice. Consequent to non-payment of ACD attracts surcharge @ 18% p.a.,.

26. The dispute raised by the appellant is:-

- a. Difference in the available Security Deposit: the respondents showed the amount as Rs.50,76,738/- whereas the appellant claimed as Rs.70,31,390/-.
- b. In the review of ACD for the FY 2011-12, the average one month consumption was considered as Rs.39,28,816/- instead of Rs.34,44,895/- after deducting colony consumption of Rs.4,82,786/-.
- c. The two months average consumption charge ought to have been Rs.68,89,790/- after adjusting available consumption deposit of Rs.70,31,390/- which resulted in required additional consumption deposit of Rs.1,41,600/-.

27. The yearly review of required additional consumption deposit shall be based taking reference with the available consumption deposit as laid down in the Clause 6(1) of Regulation 6 of 2004. In support of its claim, the appellant submitted a statement of the details of Security Deposit payments. In all there are (56) Nos. of events at various dates from 28.04.1988 till 28.08.2009, allegedly paid by the appellant totalling to Rs.70,81,390/-. But there were no

transaction IDs or receipt numbers against the alleged payments. The whole dispute is in regard to available consumption deposit where the appellant claims that they are having Rs.70,81,390/- under their account paid during the course of time from 22.06.1984 to 22.08.2009. Whereas the respondents contended that the available Security Deposit is Rs.50,76,738/-. In that regard the appellant has produced the ACD notice for the year 2011-12 depicting available deposits of Rs.50,76,738/-. No complaint was made by the appellant during such period and after lapse of more than a decade the appellant is claiming the deposit amount without submitting the valid proof of payment.

28. After going through the rival contentions, reconciling the available records against the Security Deposit available with the Service Connection of the appellant goes to show that vide D.No.1130 dt.20.05.2006, notice for payment of ACD amount reveals that the appellant is having Rs.32,22,206/- as on 31.03.2006. As per the statement details of Security Deposit payments given by the appellant, they have paid Rs.41,34,425/- with a difference of **Rs.9,12,219/-** between both the parties as on 31.03.2006. This difference was accumulated as on 28.08.2009 to **Rs.19,54,652/-**. The respondents during the course of hearing have submitted the copy of ledger of the HT consumer pertaining to the subject Service Connection wherein as on 30.04.2008, the appellant holds the consumption deposit of Rs.49,26,738/-. It is the document maintained during the course of regular transactions, as such it cannot be doubted. When compared with the statement given by the appellant's claim as

on 30.04.2008 the amount available was Rs.69,31,290/-. The next payment was made on 28.08.2009 for an amount of Rs.1,50,000/- when it is added to Rs.49,26,378/-, the total amount works out to Rs.50,76,738/- exactly the amount which the respondents are claiming to be available with the subject Service Connection. Here the respondents could prove their claim of Security Deposit available of Rs.50,76,738/ by submitting the record i.e., **copy of ledger of the HT consumer**. Whereas the appellant has failed to show any documentary proof nor debited amount through Bank statement. Hence it can be concluded that the available Security Deposit with the subject Service Connection is Rs.50,76,738/. Consequent Additional Consumption Deposit surcharge of Rs.7,16,786/- is liable to be paid by the Appellant.

29. The appellant filed a rejoinder in addition to his main appeal stating that the available Security Deposit as per ACD notice is Rs. 32,22,206/- when compared with the ACD working sheet of 2007-08 it is mentioned as Rs. 42,22,206/-. Both the documents referred to by the appellant at page No.122 Lr.No.1100 dt.20.05.2006 and ACD working sheet page No.123 pertain to different financial years i.e, Rs.32,22,206/- is available as on 31.03.2006 and Rs.42,22,206/- is available as on 31.03.2007. The appellant mistakenly identified both as pertaining to same year which is not correct.

30. The appellant claimed that every year interest on the consumption deposit is to be adjusted in CC charges. In April 2015 respondents had not

issued CC charges due to which interest on consumption deposit for FY 2014-15 of Rs.4,32,959/- was not adjusted. As per Clause 6(2)(b) of Regulation 6 of 2004 in such cases where the Security Deposit payable by the consumer in excess by more than 10% of the required Security Deposit, refund of the excess Security Deposit shall be made by the licensee by adjustment of the then outstanding dues. In the present case, the appellant does not have excess Security Deposit for the FY 2014-15 hence the claim of adjustment of Rs.4,32,959/- is not tenable.

Voltage Surcharge:-

31. The appellant referred the directions of the Hon'ble High Court in regard to the levy of voltage surcharges.

- a. Interim Order in W.P.M.P No. 19838 of 2004, in W.P.No.1919 of 2005 dt.10.08.2005 (not to take coercive steps until further orders), and
- b. W.P.No.15302 of 2004 dt.15.07.2010 :- Directed the SE/OP to pass a fresh order considering the representation dt.04.10.2004, until such order supply shall not be disconnected.

The appellant adverting to the above given Court orders contended that the SE/OP has not passed fresh order in compliance with the order of Hon'ble High Court. The respondents claimed that vide Lr.No.SE/OP/RRN/SAO/JAO-HT/D.No.72/11 dt.15.02.2011 a fresh letter was addressed to the appellant for payment of voltage surcharge and the appellant has not cleared the amount demanded. The appellant claimed that in response to this notice, they have filed objections vide letter dt.09.03.2011,

acknowledged by the SE/OP on 15.03.2011 and hence, it is clear that the notice dt.15.02.2011 of the respondents considered as withdrawn thereby the claim of voltage surcharge is illegal. Considering the rival contentions goes to show that the respondents complied with the directions of the Hon'ble High Court to that extent passed an order dt.15.02.2011, against such order, the appellant raised objections. Under such circumstances, the denial of contentions of the letter dt.15.02.2011, the appellant cannot claim that the notice was not given or the directions of the Hon'ble High Court is not complied with.

LATE PAYMENT CHARGES

32. The appellant contended that the respondents claimed an amount of Rs.53,81,577/- from the billing month of October 2012 to March 2015 without furnishing any details of the claim which was paid by them. Hence the appellant requested that the same is to be reconciled. The respondents vide their written submissions stated that on the request of the consumer for reconciliation vide letter dt.07.12.2024, was considered and verification of the payments made and arrears to be paid was done and several issues were addressed including the revision of R&C bills from the date of inception of the Service Connection. To that extent it was found that the following amounts as mentioned by the respondents were payable by M/s. Balaji Steel Rolling Industries:-

TABLE-A

Particulars	(Figures in Rs.)	
Dues as on date of disconnection after effecting the revision of R&C bills (ledger balance)		36,714,934
Less : Adjustment entries		
Withdrawal of c.c. charges bills due to further revision in R&C period	3,391,722	
Adjustment of available deposits	5,076,738	
Interest of available deposits up to date of disconnection	204,460	
Withdrawal of ACD surcharges levied during R&C period	215,480	
Total of adjustments		8,888,400
Actual dues as on date of disconnection		27,826,534
Add : Adjustment entries		
4 months Minimum charges	1,792	
Difference of Wheeling charges	1,979,008	
FSA	6,398,657	
Voltage surcharge	899,318	
Total of adjustments		9,278,775
Dues payable before Delayed payment surcharges		37,105,309
Add Delayed payment surcharges up to Mar-2025		7,23,24,591
Add Cross subsidy surcharge for the FY 2007-08		775,792
Net amount payable		11,02,05,692

The appellant though claimed to set aside the amount of Rs. 53,81,577/- pertaining to Late Payment Charges, in the initial complaint before the learned Forum, the period was mentioned as from October 2012 to March 2015 but later in the appeal the period of dispute was changed from May 2014 to March 2015, and again in the amendment petition dt.18.09.2025, the period of dispute was mentioned as from October 2012 to March 2015. The appellant did not give reasoning, how such amount was arrived at and on what basis, the amount shall be withdrawn. On the other hand, it did not object against the particulars of amounts given at Table-A supra, and the appellant did not give any proof for the withdrawal of such amount. Further it

did not deny the statement of the respondents over reconciliation conducted during December 2024. \

33. The appellant filed a memo dated 25.09.2025 during the course of hearing against the amounts stated at Table-A and the ledger submitted by the respondents in connection with the available Security Deposits with the subject Service Connection. The main contention of the appellant is that:

- a. **Rs.7,62,263/- shown as opening balance as on 01.04.2003 was not included with the available Security Deposit of Rs.50,76,738/- (claim of respondents).**

As per the statement of Security Deposits payments given by the appellant, the first four entries Sl. No 1 to 4 was Rs.8,18,900/- when compared with the amount shown by the respondents as on 01.04.2003 i.e Rs.7,62,263/- there is a difference of Rs.56,637/-. The appellant claims that in view of the above reason Rs.8,18,900/- was not included in the total available Security Deposit of Rs.50,76,738/-.

The record submitted by the respondents against the subject service Connections reveals that as on 01.04.2003, the available consumption deposit was **Rs.7,62,263/-** which is undisputed in view of authenticity of ledger. On the other hand, the appellant produced documents against payments shown below:-

- i) Paid vide cheque no.0209911 dated 24.04.1988 : **Rs.50,000/-**
- ii) Paid vide cheque no. 0896993 dated 06.12.1988 : **Rs.42,600/-**

- iii) Security Deposit available (ACD Notice) : **Rs.5,26,700/-**
i.e, upto 31.03.1998
- iv) Paid vide Cheque no 652194 (letter dt.30.01.1999) : **Rs. 1,99,600/-**
- Rs. 8,18,900/-**

The payments claimed by the appellant as on 30.01.1999 sums up to **Rs. 8,18,900/-**. It is pertinent to note that the appellant has taken date 01.04.2003 as a reference to compare the available Security Deposits between both the parties. The documentary evidence copy of ledger produced by the respondents shows that as on 01.04.2003, the available Security Deposit is **Rs.7,62,263/-**. When available Security Deposit is added with payment made on 30.01.1999 is **Rs.5,26,700/- + Rs.1,99,600/-** is equal to **Rs.7,26,300/-** there is a difference of Rs.35,963/-. The appellant has failed to produce the payment receipt for the above said period. The ACD notice clearly explains that the available Security Deposit as on 31.03.1998 is **Rs.5,26,700/-**. This shows that all the Security Deposit payments from the date of release upto 31.03.1998 is Rs. 5,26,700/-. The appellant erred in adding the amounts Rs.50,000/- and Rs.42,600/- over the amount of Rs.5,26,700/-, the available Security Deposit upto 31.03.1998. Hence the amount evaluated to **Rs. 8,18,900/-** (claim of appellant as on 30.01.1999) is not correct. The actual amount as per the available documents i.e, ledger is **Rs. 7,62,263/-**. This makes it clear that the claim of the appellant that

Rs. 8,18,900/- was not included in the total available Security Deposit of Rs.50,76,738/- is not tenable.

b. The appellant stated that as of May 2009 the available Security Deposit as per the respondents is Rs.49,26,738/- against their claim of Rs.62,62,490/- (total from Sl. no 5 to 56 as per the deposit statement) . Here there is a difference of amount of Rs.13,35,727/-. It was claimed that the following amounts of incentives were not considered for Security Deposit.

Sl. no. 47 - Rs. 2,66,757/-
 Sl. no. 50 - Rs. 3,03,752/-
 Sl. no. 51 - Rs. 5,21,954/-
 Total = Rs.10,92,463/-

Total of Rs.10,92,463/- was claimed as incentives not added to Security Deposit. Whereas no documentary evidence was given to prove such point. The following are the receipts against Security Deposit payments submitted by the Appellant:-

Sl.No	Receipt No	Date	Amount
1.	0209911(Cheque)	28.04.1988	Rs.50,000/-
2.	0896993(Cheque)	06.12.1988	Rs.42,600/-
3.	652194 (Cheque)	30.01.1999	Rs.1,99,600/-
4.	3398	20.01.2004	Rs. 2,41,321/-
5.	Nil	26.03.2004	Rs.2,41,321/-
6.	1810	26.02.2004	Rs.2,41,321/-
7.	5054	30.04.2004	Rs.2,41,321/-

8.	16957	25.08.2009	<u>Rs.1,50,000/-</u>
		Total	<u>Rs.14,07,484/-</u>

Overall the appellant has submitted documentary evidence against payments proofs for an amount of Rs.14,07,484/-. The appellant has failed to produce balance amounts payment proofs or debited amounts in Bank statements corresponding to the payment dates mentioned in the statement showing the details of Security Deposit, hence the claim of the appellant towards the payment of Security Deposit of Rs.70,81,390/- is not tenable.

34. The appellant figured out the difference of available Security Deposit between both the parties Rs.20,04,652/- by way of adding incentives plus Rs.8,18,900/- which comes to Rs.19,11,333/- is to be considered though there is difference of Rs.93,319/-, which is again not tenable in view of lack of evidence.

Wheeling Charges :- The appellant claimed that the respondents vide letter no 747 dated 26.11.2021 mentioned the CA (Civil appeal) No. 4569 of 2003, wherein an amount of Rs.19,79,008/- without disclosing the details of claim. The letter referred by the appellant was towards the claim for payment of difference of wheeling charges and transmission charges. The said letter addressed to the appellant specifies that Hon'ble Commission is vested with the power to determine the grid support charges and wheeling charges. As per the judgement of the Hon'ble Supreme Court, the grid support charges

determined by the Hon'ble ERC for the FY- 2002-2003 to FY- 2008-2009 holds good.

There is no justification given by the appellant to withdraw the wheeling charges.

Cross Subsidy Surcharge:- The Appellant denied the claim of respondents towards Cross Subsidy Surcharge of Rs. 7,75,791/- stated that they have not availed the 3rd party purchase. In response the respondents vide letter dt: 15.04.2025, submitted that in the interim order issued by the Hon'ble High Court dated 15.07.2010, there is a clear indication that the complaint has received power from other (third party) source. As per the direction of the Hon'ble High Court and its common Order dated 12.02.2020 in W.P 22191 of 2018 and others, the Hon'ble TGERC has passed an order on 30.08.2024, wherein Cross Subsidy Surcharge for the FY-2005-2006 to FY-2014-2015 is predetermined. Hence subject Service Connection No.HBG 146 M/s Balaji Steel Rolling Industries is liable to pay the cross subsidy Surcharge amount of Rs.7,75,792/-.

35. The appellant contended that the respondents ought to have deducted the colony consumption from the average consumption derived towards evaluation of ACD amount. The appellant has failed to produce the facts upon which it can be confirmed that Rs.4,82,796/- is the colony consumption and also failed to prove that the average one month consumption

amount is Rs.34,44,895/-. Hence, the plea upon ACD surcharge from June 2012 to March 2013 for an amount of Rs.1,09,097/- cannot be accepted.

36. The reliefs claimed before the learned Forum are as under:-

- a. To set aside the claim of Rs.88,64,245/- pertaining to the period of R&C of September 2012 to July 2013 billing months;
- b. To set aside the claim of Rs.7,16,786/- pertaining to the ACD surcharge of the period from May 2014 to March 2015 billing months;
- c. To set aside the claim of Rs.53,81,577/- pertaining to the LPC of May 2014 to March 2013 billing months;
- d. To dismantle the HT Service Connection No.RRE146 and issue No Due Certificate immediately after receipt of the amounts receivable as on March 2015.
- e. Pass any such other order of orders as this Hon'ble CGRF-2 may deem fit and proper under the circumstances of the complaint.

Out of the above reliefs, according to the appellant, as already mentioned supra, relief (a) in respect of R&C was given to the appellant. So now, therefore, the relief (a) sought for in the complaint was got by the appellant.

The reliefs sought for in the present appeal originally are as under:-

- a. To set aside the award dated 19.07.2025 of C.G.No.137/2024-25/Habsiguda Circle passed by the Hon'ble CGRF-2 excluding the recording of Hon'ble CGRF-2 in para No.15 at Page No.52 of withdrawal of Rs.1,40,75,094/- pertaining to R&C bills.
- b. To set aside the claim of Rs.53,81,577/- pertaining to the LPC of October 2012 to March 2015;
- c. To set aside the claim of Rs.7,16,786/- pertaining to the ACD surcharge of the period from May 2012 to March 2015; (this relief was amended subsequently before this Authority)

- d. To refund Rs.33,14,066/- along with applicable rate of interest from 12.03.2015 till date of refund consequently dismantle the Service Connection No.HBG 146 immediately and issue No Due Certificate and
- e. Pass any such other order of orders as this Hon'ble Vidyut Ombudsman may deem fit and proper under the circumstances of the appeal in the interest of justice.

The relief (a) sought before the learned Forum and before this Authority is the same except to set aside the Award of the learned Forum.

The relief (d) sought before this Authority is as under:-

- d. To refund Rs.33,14,066/- along with applicable rate of interest from 12.03.2015 till date of refund consequently dismantle the Service Connection No.HBG 146 immediately and issue No Due Certificate

This relief was not sought before the learned Forum. The present appeal is in continuity of the complaint. Since the said relief was not sought before the learned Forum, the appellant cannot be permitted to agitate altogether a new relief in the present appeal. Thus the said relief is liable to be rejected. Accordingly, I hold that the claim of Rs. 53,81,577/- pertaining to the LPC from October 2012 to March 2015 is not liable to be set aside, the claim of Rs.7,16,786/- pertaining to the ACD from October 2012 to March 2015 is not liable to be set aside, the appellant is not entitled for refund of Rs.33,14,066/- with interest from 12.03.2015 till its refund as prayed for, the subject Service Connection is not liable to be dismantled until payment of liable arrears and the appellant is not entitled for No Dues Certificate as prayed for and the impugned Award passed by the learned Forum is liable to be set aside for

different reasons. These points are accordingly decided against the appellant and in favour of the respondents.

Point No.(vi)

37. In view of the findings of point Nos. (i) to (v), the appeal is liable to be rejected.

RESULT

38. In the result, the appeal is rejected and the Award of the learned Forum is confirmed but for different reasons.

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 29th day of September 2025.

Sd/-

Vidyut Ombudsman

1. M/s. Balaji Steel Rolling Industries,, #28/1/C, IDA Nacharam, Hyderabad - 500 076, represented by Sri Siddharth Gupta, s/o. Roop Kumar Gupta.
2. The Assistant Divisional Engineer/Operation /Habsiguda/TGSPDCL/ Habsiguda Circle.
- 3 . The Divisional Engineer/Operation/Habsiguda/TGSPDCL/Habsiguda Circle.
4. The Senior Accounts Officer/Operation/Habsiguda/TSGPDCL/Habsiguda Circle.

5. The Superintending Engineer/Operation/Habsiguda/TGSPDCL/Habsiguda Circle.

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.

