



VIDYUT OMBUDSMAN FOR THE STATE OF TELANGANA
First Floor 33/11 kV substation, Hyderabad Boats Club Lane
Lumbini Park, Hyderabad - 500 063

:: Present:: Smt. UDAYA GOURI

Tuesday the Twenty Eighth Day of May 2019

Appeal No. 03 of 2019-20

Preferred against Order dt: 25.03.2019 of CGRF in
CG No. 974/2018-19 of MBNR Circle

Between

M/s. Re-active Metals India Pvt. Ltd., Appajipally Village,
Balanagar Mandal, Mahaboobnagar Dist - 509 406. Cell: 7036205211.

... Appellant

AND

1. The SAO/OP/Mahaboobnagar/TSSPDCL/Mahaboobnagar Dist.
2. The DE/OP/Jadcherla/TSSPDCL/Mahaboobnagar Dist.
3. The SE/OP/Mahaboobnagar Circle/TSSPDCL/Mahaboobnagar Dist.

... Respondents

The above appeal filed on 10.04.2019, coming up for final hearing before the Vidyut Ombudsman, Telangana State on 02.05.2019 at Hyderabad in the presence of Sri. Arvind Kedia - on behalf of the Appellant and Sri. B. Sammaiah - SAO/OP/MBNR and K.V.Narasimha Reddy - DE/OP/Jadcherla for the Respondents and having considered the record and submissions of both the parties, the Vidyut Ombudsman passed the following;

AWARD

This is an Appeal against the orders of the CGRF - 1 in CG No. 974/2018-19, Mahaboobnagar dt.25.03.2019.

2. The Appellant stated that he has lodged a complaint before the CGRF claiming that the notice sent by the Respondents is illegal, arbitrary and in violation of the provisions of the GTCS, Regulations and Electricity Act as their concern i.e. M/s. Reactive metals India Pvt. Ltd. is a company registered under the companies act

having a HT Connection bearing No. MDN 610 with Contracted Maximum Demand of 500 KVA for supply of energy from the Respondents and that M/s. BTT Industries Pvt Ltd. has nothing to do with their concern as such the notice sent by the Respondents demanding Rs 22, 07,71,221/- to be paid by them towards the arrears of electricity supply to M/s. BTT Industries Pvt Ltd. is not liable to be paid by them. The learned CGRF failed to appreciate the said averments and disposed the said complaint directing them to pay the said arrears and hence aggrieved by the said order the present Appeal is filed.

3. A perusal of the averments made by the Appellant before this office shows that the Appellant M/s. Reactive Metals India Pvt Ltd. preferred this appeal to set aside the notice given by the SAO/OP/MBNR vide No.SE/OP/MBNR/SAO/AAO/JAO/HT/D.No.51/19 DT.16.02.2019 under link service to pay the arrears of M/s. BTT Industries Pvt Ltd.of Rs 22,07,71,221/-.

The Appellant filed this Appeal aggrieved by the Order passed by the Hon'ble CGRF-I in MBNR CG No.974/2018-19 dt.23.05.2019 on the following grounds:-

- a. That the Respondent No.1 has not considered the facts placed before the Hon'ble CGRF I by the Appellant and
- b. The Hon'ble CGRF 1 has not considered the view of the Hon'ble Member (Consumer affairs) before rejecting the Complaint.

4. That the Appellant company registered under Companies Act under name and style of M/s. Reactive Metals of India Private Ltd. situated at Appajipally Village, Balanagar Mandal, Mahabubnagar Dist. represented by its director Sri Arvind Kedia and having a HT consumer bearing No. HT No. MBN 610 with CMD of 500 KVA for supply of energy and demand from the Respondents.

That the Respondent No.4 has issued the notice of disconnection of link service vide Lr. No.SE/OP/MBNR/SAO/AAO/JAO/HT/D.No.51/19 DT.16.02.2019. Aggrieved by the same the Appellant has filed a complaint which was registered as MBNR CG No.974/2018-19 on 27.02.2019.

That the Respondent No. 2 vide Lr.No.SE/OP/MBNR/SAO/AAO/JAO/HT/D.No.66/19 dt.08.03.2019 filed its counter before Hon'ble CGRF -1.

That the Respondent No. 2 has filed its 2nd counter vide Lr.No.SE/OP/MBNR/SAO/AAO/JAO/HT/D.No.86/19 dt.20.03.2019 before Hon'ble CGRF-I.

That the CGRF-I has passed order dt.25.03.2019 in CG No.974/2018-19 and rejected the complaint without considering the facts of complaint and without considering the view of the Hon'ble Member (Consumer Affairs).

That the Appellant approached the CGRF on 09.04.2019 to enquire about the order of CG No. 974/2018-19. In the section informed that the order is already sent in Registered post and you may get in a day or two. However, the Appellant requested them to furnish one xerox copy of the order and obtained. Further the Appellant vide its letter dt.10.04.2019 furnished a copy of said order and relevant documents as per the view of the Hon'ble Member (Consumer Affairs) before the Respondent No.4 with a request to withdraw its disconnection notice.

In view of the said facts, the Appellant prayed that the Hon'ble Vidyut Ombudsman may be pleased to allow the present Appeal directing the Respondents:-

- a. To set aside the Respondent No.1 order dt.25.03.2019 of CG No.974/2018-19 to the extent of rejection duly considering the view of Hon'ble Member (Consumer affairs).
- b. To set aside the Notice of disconnection of link service vide Lr.No.SE/OP/MBNR/SAO/AAO/JAO/HT/D.No.51/19 dt.16.02.2019 issued by the Respondent No.4 and
- c. Any other order of orders as may deem fit and proper by the Hon'ble Vidyut Ombudsman under the circumstances of the case, in the interest of justice and fair play.

Written submissions of the Respondents

5. The 3rd Respondent submitted his written submissions vide his Lr.No.SE/OP/MBNR/SAO/AAO/JAO-HT/D.No.142/19 dt.20.04.2019 stating as follows:-

That the CGRF-1, Hyderabad vide reference 1st has passed orders in CG No. 974/2018-19 as follows:-

- a. There is link between the two entities i.e. M/s. BTT Industries Pvt Ltd. and M/s. Reactive Metals Pvt. Ltd. as power of attorney assigned to Sri. Anand Kumar Kedia to sign the HT agreements of both the companies and be held responsible for payment of dues of CC Charges.
- b. Relying on the Regulation No. 7 of 2013 of ERC Vide Clause No. 10 the action taken by the Respondents in issue of 15 days notice of disconnection against M/s. Reactive Metals Pvt.Ltd for recovery of long pending dues of M/s. BTT industries Limited treating as link service is in order:-
- c. The Respondents are directed to initiate proceedings of dues from M/s. BTT Industries and compliance reported to the forum.

The complaint is disposed accordingly.

The Appellant has made representations furnishing the details of shareholders equity shares in both the entities of M/s BTT Industries Pvt. Ltd and M/s. Reactive Metals Pvt Limited. On review of the representation, the following details are extracted:-

TABLE-1

Name of the shareholder	Share holding %	
	M/s Reactive Metals of India Ltd.	M/s. BTT Industries
Anand kedia	6.95	4.12
Preeti Kedia W/o Anand Kedia	5.05	4.11
Archit Kedia S/o Anand Kedia	6.22	4.11
Nipun Kedia S/o Anand Kedia	6.22	4.11
	24.44	16.45
Arvind Kedia	7.31	4.12
Anita Kedia W/o Arvind Kedia	3.21	4.11
Abhav Kedia S/o Arvind Kedia	6.72	4.11
Amogh Kedia S/o Arvind Kedia	6.74	4.11
	23.98	16.45

Aditya Kedia	6.91	5.47
Aavya Kedia D/o Aditya Kedia	1.30	5.47
Ritu Kedia D/o Aditya Kedia	0.07	5.47
	8.28	16.41
Geetabali Merchants Pvt Ltd (Anand Kedia & Arvind Kedia are Directors)	16.47	
Aavya Industries (Anand Kedia & Aditya Kedia are Directors)		49.98
Total	73.17	99.29

From the above it is clear that none of the single directors are holding 51% shareholding as opined by the Member (Consumer affairs), M/S Aavya Industries has 49.89% of shareholding in M/s. BTT Industries and balance 49.31 % shareholding iis under the control of Sri. Anand Kedia, Sri. Arvind Kedia and Sri. Aditya Kedia and their families.

Both the entities M/s Reactive Metals India (P) Ltd and M/ss BTT Industries Ltd are being operated through the same address i.e. Room No. 610, 5-9-13, 6th Floor,, Taramandal. Saifabad, Hyderabad with email id "om_kedia@yahoo.co.in".

The two entities are functioning under one of the Director and the HT agreements pertaining to both the industries are also conducted by the Director. It is to state that the agreements for release of supply for both industries are signed in the statute of power of attorney by Sri. Arvind Kedia, Managing Director in principle. The copies annexed herewith.

That the Regulation No. 7 of 2013 (Second amendment to Regulation 5 of 2004) Clause No. 10 reads ass "*Disconnection due to non payment: where a consumer neglects to pay any consumption charge for electricity or any other sum due from licensee, by the due date mentioned in the bill, in respect of supply of energy to him, the licensee may, after giving not less than fifteen (15) clear days notice in writing of such person and without prejudice his rights to recover such charge, cut off supply of electricity for that purpose disconnect any electric supply line or other works being the property of such licensee or the generating company through which electricity*

has been supplied and may discontinue the supply until such or other sum together with any expenses incurred by him in cutting off and reconnecting the supply are paid.

In cases of all supply connections,, where disconnection date for non payment of electricity is mentioned in the bill a separate disconnection notice is not required.

Where any consumer defaults in payment of charges for the supply of electricity, and or any other sums payable to the company under the contract of supply agreements, the company may without prejudice to its rights cause to disconnection all or any of the other services of the consumer within the area of supply of the licensee, though such services be distinct and are governed by separate agreements and though no default occurred in respect thereof.”

In accordance with the above, the HT consumer SC No. MBN610 M/s. Reactive Metals India (P) Ltd is issued 15 days notice under link service for non payment of CC dues of HT SC No. MBN847 of M/s. BTT Industries Ltd, Aooajipally (V), Balanagar (M). Both the services are covered under the jurisdiction of TSSPDCL only and notice issued is in order.

6. Rejoinder of the Appellant

The Order passed by Hon’ble CGRF II dt.25.03.2019 in CG No 974/2018-19 is in violation of amended clause No. 4.81. Of Electricity Supply Code Regulation No. 7 of 2013 dt. 7.8.2013 hence liable to be set aside. The relevant portion of said amended clause is extracted hereunder as follows:-

“Where any consumer defaults in payment of charges for the supply of electricity, and or any other sums payable to the company under the contract of supply agreements, the company may without prejudice to its rights cause to disconnection all or any of the other services of the consumer within the area of supply of the licensee, though such services be distinct and are governed by separate agreements and though no default occurred in respect thereof.”

That the Clause 2(13) and (15) of Electricity Act,2003. As per Clause 2(13) “company” means a company formed and registered under the Companies Act, 1956 and includes

any body corporate under a Central, State or Provincial Act; and as per Clause 2(15) "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;

In the present case the BTT Industries Pvt Ltd and Reactive Metals of India Pvt. Ltd both are separate consumers of the licensee/Respondents as per Clause 2(15) of Electricity Act 2003. The BTT industries Pvt Ltd is defaulted consumer hence the other service connections if any of the BTT industries Pvt Ltd can be treated as other service of defaulted consumer as per amended clause 4.8.1 of Electricity Supply Code for the purpose of disconnection of power supply but the service connection of Reactive Metals of India Pvt Ltd cannot be treated as other service connection of BTT Industries Pvt Ltd as the Reactive Metals of India Pvt.Ltd is an independent consumer/third party for the Licensee/Respondents as per Clause 2(15) of Electricity Act,2003 in the present case.

It is also to be noted that as per Section 56(2) of Electricity Act,2003, no sum due from any consumer, under this section 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 as recoverable as arrear of charges for electricity supplied and the licensee shall not cut off the supply of the electricity.

Accordingly the Respondents are entitled to recover due amount from BTT Industries Pvt Ltd. if it is shown as arrears continuously without disconnection of power supply as the due amount is pertaining to more than six years old.

In reply to Para 7:

The Respondents No. 2 has furnished the shareholding pattern of BTT Industries Pvt.Ltd and Reactive Metals of India Pvt. Ltd to establish both companies are one and the same. It is pertinent to note that the provision of Companies Act,2003 is not applicable in the present case more specifically it is in violation of amended Clause No. 4.81. Of electricity Supply Code. Hence, liable to be set aside.

In reply to Para 8:

The Respondent No. 2 categorically admitted that none of the single directors are holding 51% shareholding as opined by Member (Consumer Affairs) of Hon'ble CGRF-II in the order dt.25.03.2019 of CG No. 974/2018-19.

In reply to Para 9 :

As per ROC recorded furnished on 26.04.2019 it is to be noted that Room No. 609 belongs to Reactive Metals of India Pvt Ltd and Room No. 611 belongs to BTT Industries Pvt. Ltd.

In reply to Para 10:

The Respondent No.3 claimed that both the companies are functioning under the control of one director and the HT agreement also concluded by the same director.

It is to be noted that the functioning of two companies under the control of one director will not create any right to make two companies as one company as per the provisions of Electricity Act,2003 more specifically as per amended Clause 4.8.1 of Electricity Supply Code which is relevant in the present case.

Hence, this claim is liable to be set aside.

In reply to Para 11 to 15

The issue of 15 days notice to Reactive Metals of India Pvt. Ltd the Appellant under link service to BTT Industries Pvt Ltd is illegal, not maintainable in view of the above given explanations hence liable to be set aside.

In view of the above the appellant pray to this Hon'ble Authority to allow the appeal as prayed for.

7. In the face of the said averments by both sides the following issues are framed for settlement?

1. Whether the Appellant M/s. Reactive metals India Pvt. Ltd. is linked to M/s. BTT Industries Pvt Ltd. and if so whether the Appellant is liable to pay the arrears of the electricity supply pertaining to M/s. BTT Industries Pvt Ltd as demanded by the Respondents? And
2. To what relief?

Heard Both sides.

Issue No.1

8. The contention of the Appellant is that M/s. Reactive Metals India Pvt Ltd. which is located at Appajipalli (V), Balanagar (M), Mahaboobnagar (D) represented by its Director Sri. Aravind Kedia having HT consumer number bearing MBN-610 with a CMD of 500 KVA for supply of energy and demand from the Respondents is having a different entity from that of M/s. BTT Industries Pvt. Ltd. and that M/s. Reactive Metals India Pvt. Ltd. has a separate business of its own without any link with that of M/s. BTT Industries Pvt. Ltd. Hence the notice issued by the Respondents demanding the Appellant i.e. M/s. Reactive Metals India Pvt. Ltd. to pay for the arrears of Rs 22,07,71,221/- belonging to M/s. BTT Industries Pvt. Ltd. is not only illegal, arbitrary and unreasonable, as such the said notice is liable to be set aside.

9. The Respondents on the other hand contended that the management of M/s. Reactive Metals India Pvt Ltd and M/s. BTT Industries Pvt Ltd. is common. Mr. Arvind Kedia who is the Director of Reactive Metals India Pvt Ltd. is also the Director of M/s. BTT Industries Pvt Ltd and both the said companies are located in the same premises and are operating from Room No. 610 of the premises bearing No. 5-9-13, 6th Floor, Taramandal, Saifabad, Hyderabad, having the same e-mail id i.e. "omkedia@yahoo.co.in" and that the agreements of release of supply of electricity for both industries are signed by Mr. Arvind Kedia, Managing Director In principle as the power of attorney of both the said companies.

10. The Appellants in support of their contentions countering the averments of the Respondents have stated that the link service notice is illegal, arbitrary and in violation of provisions of GTCS, Regulations and Electricity Act,2003. It was stated that the Appellant is a company registered under Companies Act under name and style of M/s. Reactive Metals of India Pvt. Ltd. situated at Appajipalli (V), Balanagar (M), Mahaboobnagar (D) represented by its director Sri. Arvind Kedia and having a HT consumer bearing HT SC No. MBN 610 with Contracted Maximum Demand (CMD) of 500 KVA. The Appellants also contended that the stipulated condition in the opinion of Member(Consumer Affairs) is not complied with, that the Director by name Arvind Kumar Kedia does not hold 51% shares or decision making post in both the companies. That as per Clause 4.8.1 of Electricity Supply Code M/s. Reactive Metals of India Pvt.

Ltd. is not link service with BTT Industries but the Respondents are not considering the facts and continuing the threat of disconnection to the service of the Appellant.

11. The Appellants further stated that Clause 2.13 and 2.15 of Electricity Act,2003 which is reproduced as under supports their claim :-

Clause 2(13) "company" means a company formed and registered under the Companies Act, 1956 and includes any body corporate under a Central, State or Provincial Act;

Clause 2(15) "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;

They pointed out that in the present case the BTT Industries Pvt Ltd and Reactive Metals of India Pvt. Ltd both are separate consumers of the licensee/Respondents as per Clause 2(15) of Electricity Act 2003. The BTT industries Pvt Ltd is defaulted consumer hence the other service connections if any of the BTT industries Pvt Ltd can be treated as other service of defaulted consumer as per amended clause 4.8.1 of Electricity Supply Code for the purpose of disconnection of power supply but the service connection of Reactive Metals of India Pvt Ltd cannot be treated as other service connection of BTT Industries Pvt Ltd as the Reactive Metals of India Pvt.Ltd is an independent consumer/third party for the Licensee/Respondents as per Clause 2(15) of Electricity Act,2003 in the present case. They further relied on section 56(2) of Electricity Act,2003 where *"no sum due from any consumer, under this section 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 as recoverable as arrear of charges for electricity supplied and the licensee shall not cut off the supply of the electricity."* and claimed that the Respondents would be entitled to recover the due amount from the BTT industries Pvt Ltd., if they shown as arrears continuously without disconnection of power supply as a due amount for a period pertaining to more than 6 years.

12. The Respondents on the other hand countered the claim of the Appellant and claimed that M/s. Reactive Metals Pvt. Ltd. and M/s. BTT Industries Pvt. Ltd are link services and pointed out the following in their support :-

- a. Document showing list of equity shareholders holding equity shares of Rs 10/- each of M/s. Reactive Metals India (P) Ltd. as on 31.03.2018 which was signed by Anand Kumar Kedia (Whole time Director) and Arvind Kumar Kedia (Director).
- b. Document showing details of equity shares of Rs 10/- each of M/s. BTT Industries Pvt. Ltd. held as on 31.03.2018. Which was signed by Anand Kumar Kedia (Director) Arvind Kumar Kedia (Director).
- c. Copies of statement dt.24.04.2019 showing current designation of the director/ designated partner, date of appointment of current designation original date of appointment, date of cessation and company/llb status of Arvind Kumar Kedia, Anand Kumar Kedia and Aditya kedia.
- d. Copies of company master data of M/s. BTT Industries, Reactive Metals India Pvt. Ltd and Aavya Industries Pvt. Ltd.
- e. Copies from Ministry of Corporate Affairs, Government of India - View Public Documents.

13. They also contended that the fact that Mr. Arvind Kedia was assigned power of attorney to sign the HT Agreements of both the companies i.e. M/s. Reactive Metals India Pvt. Ltd and M/s. BTT Industries Pvt. Ltd. not only goes to show that both the said companies are linked to each other and relied on Clause 10 of Regulation 7 of 2013 and reproduced the relevant portion as follows:-

“Where any consumer defaults in payment of charges for the supply of electricity, and or any other sums payable to the company under the contract of supply agreements, the company may without prejudice to its rights cause to disconnection all or any of the other services of the consumer within the area of supply of the licensee, though such services be distinct and are governed by separate agreements and though no default occurred in respect thereof.”

14. The said evidence adduced by the both sides clearly shows that M/s. BTT Industries Pvt. Ltd is also operating through the same address as that of M/s. Reactive Metals India Pvt. Ltd. i.e. the Appellant herein from Room No. 610,

of the premises 5-9-13, 6th Floor, Taramandal, Saifabad, Hyderabad and has the same Email id i.e. “Omkedia@yahoo.co.in” and are also functioning under the same Director i.e. Mr. Arvind Kedia who also executed the HT Agreements of both Industries on the power of Attorney given to him from the other members of the said two companies showing the link between the two companies thus reiterating the claim of the Respondents, negating the contentions of the Appellant that functioning of two companies under the control of one Director will not create any right to make two companies as one company as per the provisions of the Electricity Act, 2003. Particularly when Mr. Arvind Kedia executed the HT agreement with the Licensee for both the companies stating that he shall abide by the conditions laid down in the HT Agreement wherein Clause 8 points out the obligation of the consumer to pay all charges levied by company as follows:-

“From the date this Agreement comes into force I/We shall be bound by and shall pay the company maximum demand charges, energy charges, surcharges, Meter rents and other charges if any, in accordance with the tariffs applicable and the General Terms and Conditions of Supply prescribed by the Company from time to time for the particular class of consumers to which I/We belong.”

Hence in the face of the said contents of the agreement both the companies i.e. M/s. Reactive Metals India Pvt. Ltd. and M/s. BTT Industries Pvt. Ltd. are bound to pay the electricity charges towards the consumed supply under different agreements and Clause 10 of Regulation 7 of 2013 envisages the Respondents, in case of defaults in payment of charges of supply of electricity payable to the company under the contract of supply agreements, the company may without prejudice to its rights cause to disconnection all or any other services of the consumer within the area of supply of licensee, though such **services be distinct and are governed by separate agreements**. Hence when both the companies have mentioned the name of Sri. Arvind Kedia, i.e. their power of attorney to abide by the conditions under the HT Agreement, M/s. Reactive Metals India Pvt. Ltd are bound to pay the charges defaulted by M/s. BTT Industries Pvt. Ltd.

15. The said evidence adduced by both sides also shows that the Appellant though contended that Mr. Arvind Kedia holding the power of attorney of both the companies as per the agreement concluded by both companies cannot deflect the dues pending against the defaulter company i.e. M/s. BTT Industries Pvt. Ltd. as

they are not liable to pay, the same does not stand ground in view of their own admission that the family members of Sri. Arvind Kedia and Sri. Anand Kedia are the shareholders to an extent of 73.17 against M/s. Reactive Metals India Pvt. Ltd and 99.29 shares against M/.s BTT Industries Pvt. Ltd. Hence concludes that the notice given by the Respondents bearing Lr. No. SE/OP/MBNR/SAO/AAO/JAO/HT bearing D.No.51/19 dt.16.02.2019 is absolutely in order and hence the Respondents are entitled to take necessary action.

16. In regard to the subject is hit by Section 56(2) of the Electricity Act, where no sum due from any consumer, under this section 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 as recoverable as arrear of charges for electricity supplied and the licensee shall not cut off the supply of the electricity. The Appellant has claimed that the Respondents are not entitled to recover due amount from M/s. BTT Industries Pvt Ltd. if it is shown as arrears continuously without disconnection of power supply as the due amount is pertaining to more than 6 years old. In turn the Respondent No.1 SAO/OP/Mahabubnagar vide Lr.No. 83 dt.23.03.2019 during the hearing in CGRF, submitted that M/s. BTT Industries Pvt Ltd was disconnected in Feb,2014 due to non payment of CC dues. The consumer was communicated the arrears every month for payment through CC bills and also updated the same in DISCOM's website even though the service was under disconnection. Regular correspondence to the consumer has been made with regard to FSA charges payable as per the Hon'ble Supreme Court during the period June,2016 and notices regarding bill payment of cross subsidy were also issued. The consumer has also sought for arrears classification during the bill stopped period for payment of dues in instalments. Hence the Respondents claimed that there is a regular pursuance from the TSSPDCL to recover the dues from the consumer and also during the CGRF hearings consumer was given the details of the dues but the consumer did not accede and failed to pay the charges causing huge financial loss to the TSSPDCL. That the consumer has reaped all the benefits in monetary by consuming power supplied by the TSSPDCL all the years and is now reluctant, evading to pay the outstanding dues. Under the circumstances stated above, the present case is not hit by section 56(2), since the consumer was

regularly communicated with the dues pending and there is no such case where the Appellant claimed that the dues were placed at once after 6 years.

17. The contention of the Appellant that a similar subject was dealt by Vidyut Ombudsman in Appeal No. 14 of 2018 pertaining to One Sri. P. Ramesh and the Appeal was disposed of stating that the payment of outstanding dues of One consumer shall not be imposed on the services existing under his wife's name. This office is of the view that the said order in the above appeal is not applicable to the present case.

18. Hence in the face of the above discussions this issue is decided against the Appellant and in the result the Appeal is dismissed confirming the orders of the CGRF in CG No. 974/2018-19 Mahaboobnagar Circle dt.25.03.2019.

TYPED BY Office Executive cum Computer Operator, Corrected, Signed and Pronounced by me on this the 28th day of May, 2019.

Sd/-
Vidyut Ombudsman

1. M/s. Re-active Metals India Pvt. Ltd., Appajipally Village,
Balannagar Mandal, Mahaboobnagar Dist - 509 406. Cell: 7036205211
2. The SAO/OP/Mahaboobnagar/TSSPDCL/Mahaboobnagar Dist.
3. The DE/OP/Jadcherla/TSSPDCL/Mahaboobnagar Dist.
4. The SE/OP/Mahaboobnagar Circle/TSSPDCL/Mahaboobnagar Dist.

Copy to :

5. The Chairperson, CGRF-1, TSSPDCL, GTS Colony, Vengal Rao Nagar,
Hyderabad.
6. The Secretary, TSERC, 5th Floor Singareni Bhavan, Red Hills, Lakdikapul, Hyd.