



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

Monday the Twelfth Day of October 2020

Appeal No. 13 of 2020-21

Preferred against Order dt.12.06.2020 of CGRF in
CG No. 597/2019-20 of Secunderabad Circle

Between

M/s. Pick and Pack, Represented by Sri. Raj Jain, Plot No. 63, Shed No.155,
CLE, Gandhi Nagar, Balanagar, Hyderabad - 37. Cell: 8639917538.

... Appellant

AND

1. The AE/OP/R.R.Nagar/TSSPDCL/Hyderabad.
2. The ADE/OP/R.R.Nagar/TSSPDCL/Hyderabad.
3. The AAO/ERO/Bowenpally/TSSPDCL/Hyderabad.
4. The DE/OP/Bowenpally/TSSPDCL/Hyderabad.
5. The SE/OP/Secunderabad Circle/TSSPDCL/Hyderabad.

... Respondents

The above appeal filed on 27.08.2020 coming up for final hearing before the Vidyut Ombudsman, Telangana State on 30.09.2020 at Hyderabad in the presence of Sri. Raj Jain - Appellant and Sri. Ch. Rajalingam - ADE/OP/RR Nagar, Sri. M. Narender - AE/OP/RR Nagar, Sri. Ramprasad - JAO/ERO/Bowenpally for the Respondents and having considered the record and submissions of both parties, the Vidyut Ombudsman passed the following;

AWARD

This is an Appeal against the orders of the CGRF, Secunderabad circle in CG No. 597/2019-20 dt.12.06.2020.

2. The written submissions of the Appellant are hereunder:-

A case was booked in the month of February'2011 on the Service Connection No. S7-007867 standing in the name of M/s. Pick and Pack. As per the

report of Sri. B. Balu ADE/S.D-II, D.P.E, it was mentioned that 200 H.P is the connected load, but since the very beginning it has always been proved by the RMD report that it never exceeded 50 HP load.

In the case hearing at the CGRF, DE and other officers have given a statement that a 50 HP capacity cable and meter cannot run 200 HP and incase that happens the cable, meter and transformer will blast and burned (it may be possible that the machines were kept idle in the above shed) but not connected. The same has been proved by RMD report and DE statement after inspection in 2011 also. The AE during that period never took any action against tenant Shrekha Infra. Solution:- He vacated the shed in October'2011. The very next month AE started forcing us to make the payment 3-4 times, he disconnected the power supply of the entire premises.

We made several requests to AE to not increase the load power i.e. (from 50 HP to 200 HP). On 29.11.2011 the entire power supply was disconnected without any prior information, we were forced to make the payment immediately to restore the power supply. We submitted a DD (bearing DD No.733881, Dt.29.11.2011, KBL Uma Nagar Branch). After restoring the power supply, we requested him several times to fix the load power but every time we were assured that whatever step is being taken is done in our favour only, but yet again he disconnected the power supply of the entire premises. On 14.12.2011, he told us that “ nothing is in my hands, my officers have ordered me to disconnect the power supply of the entire premises if the consumer fails to pay the balance amount.” Before this he had already disconnected the power supply 2-3 times for the whole day saying that “my higher officers may come for inspection to your premises.” After the continuous disconnections, all the other service holders were fed up and were crying of the daily business loss caused by disconnected power supply because of which we had to make the payment. We then made the payment through DD(Bearing DD No.733902 of Rs 75,000/- & DD No. 733903 of Rs 1,25,000/- dt.05.12.2011 KBL Umanagar Branch) We had made the DD on 05.12.2011 and made several requests to AE everyday and finally made the deposit of the DD on 13.12.2011. Again AE promised that “ everything is in your favour only,” and we will surely be refunded with all the amounts paid to the department.

AE promised us that the amount paid will be refunded back, after paying the amount, AE sent a monthly minimum bill of Rs 69,330/- for 200 HP load in December'2012. He again started forcing us to pay the monthly bill and guaranteed that the amount will be refunded, not only that in fact he also said this is a

procedure to get the refund of the paid amount. We didn't pay the above amount and met with CE-APEPDCL, Mr. Srinivas at his office, Uppal.

He referred this matter to Mr. Jairaj(DE/Bowenpally) through telephonic means. DE cancelled the above bill and raised a new bill of Rs 2,576/- and load deration was made to 50 HP, DE asked AE not to deposit the DD at the bank, but AE DD at the bank, but AE said the DD has already been submitted at the bank.

DE also told us that AE should have conducted a re-inspection before taking any serious action. Whatever action that has been taken is wrong, faulty and very shameful. It may be a personal grudge against you.

Sl. No.	Name	Date of case booked	Action	Result
1.	Pick N Pack USC No. 100478605	Feb 2011	Entire premises power disconnected multiple times and forced to make the payment. No Re-inspection was done. Load deration work done twice in 8 years for one service 200 HP to 50 HP. It is highly possible that there is a miscalculation because: On 20.11.2019 the report stood for 27 HP by AE and suddenly on 25.11.2019 the report stood for 50.16 HP (again) by AE. If this inspection would have been done in 2011 there wouldn't be any problem today and it is proved that the load power has been 50 HP from the beginning to till date.	In 2012, DE derated the load from 200 HP to 50 HP, but after 10 years erroneously TSSPDCL raised the bill of arrears amounting to Rs 6,73,000/-
2.	Ashoka Fabricators Usc No. 100478604	Feb'2011	Action taken after 7 years without any deposit or by exceeding the load power. Re-inspection done on July-2017.	No changes made to the load power (40 HP only)
3.	Parnam Industries USC No. 100478736	Nov 2019	Case booked on November'2019 DC & SD charges paid on Jan'2020	Load upgraded from 55 HP to 79 HP

4.	Ramdev USC No. 100478608	Feb'2011 Nov'2019	Case booked on February'2011 Case rebooked in November 2019, DC & SD charges paid in January 2020.	In July'2011 load upgraded from 74 HP to 91 HP as per case booked by ADE Load upgraded from 91 HP to 96 HP on February'2020.
5.	Ramu Plasto Tubes	Nov'2019	Case booked in November'2019 DC & SD Charges paid in January'2020.	Load upgraded in February'2020 from 35 HP to 50 HP.
6.	R.P.Engg USC No. 100478650	Nov'2019	Case booked in November'2019 DC & SD charges paid in January 2020.	Load upgraded from 25 HP to 32 HP.
7.	Babu Rao USC No. 100468793		Case booked in November'2019 DC & SD Charges paid in January'2020	Load upgraded from 1 KW to 3 KW
8.	VK Industries USC No. 100478632	Nov'2019	Service disconnected for 8-10 days for individual service for the payment of DC & SD Charges	Still pending
9.	Gowri Shankar USC No.100468659	Nov'2019	Case booked on November'2019 Re-inspected on July'2020	No changes made in load power (1 KW) Single phase
10.	CLS Plastics	Nov'2019	Case booked on Nov'2019	Pending

Sir, I don't understand why there is a difference in the action taken by TSSPDCL for cases that are booked for the same reason.

I also don't understand why the amount which was forcefully collected in 2011 (after the tenant had vacated the shed) as Development charges and Security Deposit, why wasn't the amount collected when the tenant was there, when the notice is within 30 days?

We are not fully knowledgeable about the department's rules and regulations which was taken as an advantage by AE and has been successful in fooling

us. We truly feel cheated. Please make sure that the Development Charges and the Security Deposit is refunded to us directly in my bank account as soon as possible.

2. Written submissions of the Respondents.

The Respondents submitted their written submissions through the Respondent No.3 vide Lr.No.AAO/ERO-XII/BWP/JAO/SA-Theft/D.No.870/2020 dt.09.09.2020 stating as follows:-

That the case booked for Development Charges for Rs 3,00,000/- from 50 HP to 200 HP which is paid by the Consumer bearing SC No. S7007867 of M/s. Pick and Pack vide PR No. 21833 for Rs 1,00,000/- Dt.29.11.2011, PR No.21846 for Rs 1,25,000/- dt.13.12.2011, PR No.21847 food Rs 75,000/- dt.13.12.2011 respectively.

Now, the consumer is requesting for refund of the Development Charges for Rs 3,00,000/- paid by him. There is no such order from Corporate Office for refund of the Development Charges paid by the consumers.

3. The Respondents further submitted their written submissions through the Respondent No.2 vide Lr.No.ADE/OP/RR Nagar/D-XXV/C-VI/D.No.630/20-21 dt.16.09.2020 stating as follows:-

An additional connected load of 150 HP over and above the existing contracted load of 50 HP was detected on 27.01.2011 on the service and a notice for regularising the additional load was issued with Case No. DPE/HYN/SD02/1541/11 vide Lr.No.ADE/OP/BLNR/D-XVI/C-VI/D.No.2253/11 dt.18.02.2011 for and amount of Rs 2,25,000/- towards development charges and Rs 75,000/- towards security deposit.

The consumer has paid the said amount in two installments Rs 1,00,000/- vide PR No.21833 dt.29.11.2011 and Rs 1,25,000/- vide PR No.21846 dt.13.12.2011, Rs 75,000/- vide PR No.21847 dt.13.12.2011 respectively in acceptance of the additional load.

The sanctioned contracted load of the service was therefore enhanced to 200 HP from 50 HP in the month of September'2019 and the difference of minimum charges Rs 6,73,238/- raised and auto debited by Corporate Office on 21.09.2019.

The consumer was requested to arrange for payment of the said charges raised, for which the consumer took objection stating that deration of load letter was submitted to DE/OP/Bowenpally on 21.12.2011 from 200 HP to 50 HP accordingly

revised the bill of Rs 2576/- and withdraw the bill of Rs 69,330/- same information was cross checked with ERO wing but they said the consumer not applied for any load deration, there was no duplicate bill issued for Rs 2576/- in December'2011 and no withdrawal of bill for 8000 units for Rs 69,330/- as per records in EBS.

After that the consumer has approached the CGRF on the fixed charges raised and upon hearing the case the CGRF in CG No. 597/2019-20, Secunderabad Circle, D.No. 911 dt.29.02.2019 has directed to withdraw the raised fixed charges, development and security deposit charges and same matter was discussed in CGRF-2 and the consumer forum has ordered that only withdraw raised fixed charges accordingly revised the load from 200 HP to 50 HP and withdrawn raised fixed charges Rs 6,73,238/-.

The Consumer has intentionally shifting the machineries while inspecting the premises invariably and changing the tenants with different activities and now new tenant presently using load is 20 HP found inspected on 14.09.2020 by AE/OP/RR Nagar along with Tulsidas, LI/TSSPDCL/RR Nagar.

4. Rejoinder of the Appellant.

There was never a connection of 200 HP or anything above 50 HP. We had never accepted that our load power was 200 HP at any point of time. We were threatened and forced to pay all the amounts each and every time by AE. The threats were placed by AE that he would disconnect the power supply for the entire premises if the payments are not made, which AE had done multiple times in the 2011 and the same was repeated in the month of January'2020. This unethical act of his is also mentioned in the Order letter of CGRF-2. He had also mentioned that “ there is nothing to worry as all the payments will be refunded to you because your load power is nothing more than 50 HP.” This is why we had to make the payments and also to avoid the losses for other factories in the premises, not because we accepted the additional load power. In fact we have never applied for additional power above 50 HP. Why should we pay the development charges and security deposit.

When the department has made a credit of Rs 3,58,805/- and the amount of Rs 12,87,903/- against the fixed charges was removed in May'2020, accepting that the load power was never over 50 HP, under what circumstances do we have to pay the development charges and security deposit amount? Even the RRMD reports state that the load power is 50 HP. All the officers at the time of CGRF hearing mentioned

that 200 HP load power cannot run on a 50 HP Cable/Transformer/Meter. When there was no additional load power or usage of load power above 50 HP, why should we make the payment of Development charges and security deposits?

We have always requested for a return of the Security Deposit and Development Charges amount. That is because we were advised to go step by step else we would be stuck in the loop of paying the minimum monthly charges till date. In fact we have made a request at the CMD for the refund of the SD and DC amounts long ago. We have also submitted request letters for refund of the Development charges and Security Deposit amounts to all the officers of Corporate Officer and CMD of TSSPDCL.

The big amount forcibly collected by the department is our hand earned income, when we have never applied for additional power or caused harm to the department. IN fact we have always been true and ethical to the power consumed by us and we have always made our payments on time. Why do we suffer with such a situation?

We kindly and humbly request you to refund us with the following amounts:-

1. Development charges of Rs 2,25,000/-
2. Security deposit of Rs 75,000/=
3. Extra ACD amount deposited in A/c.

Heard both sides.

Issues

6. In the face of the said contentions by both sides the following issues are framed:-

1. Whether the amount of Rs 3,00,000/- paid against 150 HP excess connected load towards Development Charges and Security Deposit is refundable? and
2. To what relief?

Issue No.1

7. The Appellant M/s. Pick and Pack preferred the present Appeal towards refund of Rs 3,00,000/- towards Development Charges and Security Deposit paid against the demand notice over excess connected load of 150 HP upon the existing

load of 50 HP. The Appellant has a service connection under category IIIA bearing SC No. S7007867 initially released with a contracted load of 50 HP at plot No. 63, C.I.E. Gandhi Nagar, Balanagar, Hyderabad. On 27.01.2011 an inspection was conducted by the ADE/DPE and found that the total connected load of 200 HP, whereas the contracted load was 50 HP. The connected load observed by the inspecting officer is given below:-

TABLE-A

1. Moulding Machine	-	1 X 37000 Watts	=	37000 Watts
2. Heater	-	4 X 4000 Watts	=	16000 Watts
3. Moulding Machine	-	1 X 92800 Watts	=	92800 Watts
4. Motor	-	1 X 1492 Watts	=	1492 Watts
5. Compressor Motor	-	1 X 1492 Watts	=	1492 Watts
6. Lights	-	8 X 40 Watts	=	320 Watts

Subsequently an additional load case was booked vide Case No. DPE/HYN/SDO2/1541/11 Dt: 27.01.2011. The Appellant was demanded to pay an amount of Rs 1,25,000/- towards Development Charges + Rs 75,000/- towards Security Deposit, through provisional assessment notice vide Lr.No.2253/10-11 dt.18.02.2011 served to him. The amount was paid by the Appellant consequent to coercive action of the Respondents by disconnection of power supply. The amount was paid in two installments Rs 1,00,000/- vide PR No. 21833 dt.29.11.2011, for Rs 1,25,000/- vide PR No. 21846 dt.13.12.2011 and for Rs 75,000/- vide PR No. 21847 dt.13.12.2011. The AAO/ERO/Bowenpally issued notice to the consumer vide Lr.No.AAO/12/Bowenpally/SBM/Estt./D.No.409/19, dt.15.10.2019, to pay an amount of Rs 6,73,238/- towards shortfall amount of fixed charges for the period from 27.01.2011 to 31.10.2019, debited into the service account of the Appellant on 21.09.2019 without any prior notice. The Appellant opposed such levy of shortfall amount against the Fixed charges, claiming that earlier on his request vide letter dt 21.12.2011 for load deration from 200 HP to 50 HP, the DE/OP/Bowenpally has revised the bill of Rs 69,330/- to Rs 2,576/- allowing the deration of load. In a letter addressed to CMD/TSSPDCL the Appellant pleaded that suddenly after 9 years after inspection he received bills for the load of 200 HP which was never connected and the alleged that the 150 HP excess connected load was cancelled long back by the DE/Op/Bowenpally accepting their request for the load deration vide letter dt.21.12.2011. Adding to this it was held that the amount of Rs 69,330/- was also revised to Rs 2,576/- against 50 HP load based on their letter of load deration. Whereas the Respondents have not shown any approvals over deration of load.

Subsequently, the actual load was re-inspected on 25.11.2019 and the present connected load against the service was found to be 50.16HP. Based on the RMD (44HP) and total connected load at present of 50.16HP, The CGM/Commercial, Vide Memo no.CGM(Comml)/SE(C)/DE(C)/ADE-1/D.No 4697/20-21, Dt:27.04.2020, accorded approval for withdrawal of Fixed Charges levied for 200 HP from 21.12.2011. Consequently an amount total of Rs.12,87,903/- was withdrawn vide JE No 5015, Dt 30.05.2020 and credited in the account. The said amount includes fixed charges Rs. 6,73,238/- + excess amount paid on the load of 150HP of Rs.6,14,665/-. Further the contracted load was reverted to 50HP.

Now the Appellant claimed that when the Fixed charges owing to 150HP was withdrawn complying to their request letter dt:21.12.2011 towards deration of load to 50HP, then why the amount of Rs.3,00,000/- towards Development Charges and Security deposit against the load of 150HP should not be refunded. That they have not utilised the RMD over 50HP right through the release of supply, they have paid in view of coercive action by disconnection. That 200HP load is not feasible technically on the present infrastructure of Transformer Capacity. Hence filed an appeal before CGRF for refund of Rs.3,00,000/-. The CGRF disposed the appeal directing that the said amount is non refundable and disposed the appeal accordingly.

Notwithstanding the above, the Appellant filed the present appeal to refund the amount of Rs.3,00,000/-.

8. The withdrawal of fixed charges by the CGM/Commercial was based on the present connected load of 50.16 HP and on Recorded Maximum Demand (RMD) during the total period from the release of supply. There is beyond doubt from the billing data that the Appellant has not consumed demand more than 50 HP. But the Appellant has not mentioned anything on the equipment/gadgets found available in the premises during the initial inspection on 27.01.2011, as shown at Table A- Supra. Moreover as per the records available the tenant present during 2011 & 2019 are not the same, naturally the connected load may not be same of both the tenants. Means the initial detected load of total 200 HP cannot be said as fictitious and in the sense cannot be ruled out. The tariff rates as per the Tariff Orders are of 2 part tariff, one is over consumption of energy (Energy Charges) and the other is as per contracted/connected load, fixed charges. Hence Fixed Charges are to be paid against the load connected even though they have not utilised. It is apparent that in view of the demand notice over excess connected load of 150 HP and corresponding

raise in fixed charges, the Appellant preferred to derate the load from 200 HP to 50 HP. In other words Appellant/tenant had the option to avail the total connected load of 200 HP as per his requirement before deration of load from 200 HP to 50 HP, the 200 HP load was not declared by the Appellant which is mandatory to do so, which was revealed only through detection in an inspection conducted by ADE/DPE. The plea of the Appellant that the machines might be kept idle but not connected does not hold good.

10. Coming to the question is it liable to refund the Development Charges and Security Deposit of Rs 3,00,000/- consequent to the load deration from 200 HP to 50 HP. The Appellant claimed that they have applied for the load deration then only the load was reduced from 200HP to 50HP, for such instance, there are no provisions for refund of the Development Charges. The Development Charges are non refundable charges as per the GTCS Clause 5.3.3.1 and whereas Security Deposit paid of Rs 75,000/- accounts for maintaining an amount equivalent to consumption charges read with Regulation 6 of 2004, which also confers interest charges payable to the Appellant on excess Security Deposit available. In view of the discussion supra, the refund of Rs 3,00,000/- towards Development Charges and Security Deposit charges is not tenable.

Issue No.2

11. In the result the Appeal is dismissed.

TYPED BY Office Executive cum Computer Operator, Corrected, Signed and Pronounced by me on this the 12th day of October, 2020.

Sd/-

Vidyut Ombudsman

1. M/s. Pick and Pack, Represented by Sri. Raj Jain, Plot No. 63, Shed No.155, CLE, Gandhi Nagar, Balanagar, Hyderabad - 37. Cell: 8639917538
2. The AE/OP/R.R.Nagar/TSSPDCL/Hyderabad.
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5. The DE/OP/Bowenpally/TSSPDCL/Hyderabad.

6. The SE/OP/Secunderabad Circle/TSSPDCL/Hyderabad.

Copy to :

7. The Chairperson, CGRF-GHA, TSSPDCL, GTS Colony, Vengal Rao Nagar, Hyd.

8. The Secretary, TSERC, 5th Floor Singareni Bhavan, Red Hills, Lakdikapul,Hyd.