



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 Second Day of October 2019

Appeal No. 16 of 2019-20

Preferred against Order dt:30.05.2019 of CGRF in
CG No.1044/2018-19 of Yadadri Circle

Between

M/s. Hariyana Steel Center(KDM) Pvt. Ltd.,Nemaragomula Village,Bibinagar
Mandal, Yadadri Bhongir Dist - 508 126. Cell: 7036205211.

... Appellant

AND

1. The ADE/OP/Bibinagar/TSSPDCL/Yadadri Dist.
2. The SAO/OP/Yadadri/TSSPDCL/Yadadri Dist.
3. The DE/OP/Bhongir/TSSPDCL/Yadadri Dist.
4. The SE/OP/Yadadri Circle/TSSPDCL/Yadadri Dist.
5. The CGM/Comml/Corporate Office/TSSPDCL/Hyderabad.

... Respondents

The above appeal filed on 02.07.2019, coming up for final hearing before the Vidyut Ombudsman, Telangana State on 11.09.2019 at Yadadri. Appellant being absent and Sri. R. Ramana Reddy - SAO/OP/Yadadri Circle, Sri. P. Krishna - DE/OP/Bhongir and Sri. M.V.Ramana Reddy - ADE/OP/Bibinagar were present 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 Yadadri Circle vide CG No.1044 of 2018-19 dt.30.05.2019.

2. The Appellant stated that he has filed a complaint before the CGRF, Yadadri Circle seeking for setting aside the notice issued under Form-A and B for an amount of Rs 12,28,78,067/- and Rs 14,38,06,490/- respectively and that the learned

CGRF failed to appreciate their contentions and disposed the said complaint against them, as such they preferred the present appeal.

3. The Appellant stated that it is a company styled as M/s. Hariyana Steel Center (KDM) Pvt. Limited situated at Nemaragomula Village, Bibinagar Mandal, Yadadri Dist. and is having the service connection bearing No. HT SC No.YDD 722 and that the Respondents issued a Form - B notice bearing No.SE/OP/YDD/SAO/JAO/HT-I/Form-B/D.No.219A dt.16.03.2019 for an amount of Rs 14,38,06,490/- and also Form- A notice bearing 165A Dt.20.12.2018 for an amount of Rs 12,28,78,067/- without furnishing month wise and component wise details of the said amounts till 28.02.2014 i.e. the date on which the HT agreement of the appellant was terminated and since the said amounts demanded by the Respondents were not provided with the monthly statements, they sought the same to be set aside as they were not in accordance with their consumption, but the Respondents failed to do so and even the CGRF failed to appreciate their contentions.

4. The Appellants in support of their contentions stated that even the Respondent No.4 through his letter No.SE/OP/YDD/SAO/JAO/HT-I & II/D.No.30/18 dt.12.04.2019 addressed the CGRF by virtue of his counter admitted their contentions that they were not provided with the monthly statements for the amounts demanded under Form-A and B notices, but yet they failed to provide the same. They further contended that the service connection No.YDD 722 was disconnected on 30.10.2013.

5. The Appellant stated that they have applied for deration of CMD from 4980 KVA to 150 KVA and the same was approved by the CGM(Comml) w.e.f. 18.10.2013 vide memo No. CGM(Comml)/D.No.883/14 dt.25.08.2014, but yet the Respondent No.4 failed to give effect of the deration of CMD from 4980 KVA to 150 KVA w.e.f. 18.10.2013 on one pretext or the other.

6. The Appellant further stated that required details of C.C. Charges accumulated up to date of termination of HT Agreement i.e., 28.2.2014 will be submitted to the said HT Consumer as per the available records and data available in Energy Billing System and by adjusting / raising the excess bill amounts short billed amounts if any. It is pertinent to note at this juncture that the Respondent No. 4 has not furnished the required details as on date.

That the Appellant filed its Rejoinder dated 26.4.2019 before Hon'ble CGRF I and brought to the notice that the detail rejoinder can be filed by the appellant only after receipt of complete details as prayed for from the Respondent No. 4.

That the CGRF vide its order dated 30.5.2019 rejected the C.G. No. 1044/2018-19 filed by the appellant without considering, applying its legal mind properly on the above stated facts among others and under the pretext that as per clause 5.9.4.2 of GTCS the HT agreement was forcibly terminated but not physically dismantled.

In view of the above stated facts, the Appellant prayed to the Hon'ble Vidyut Ombudsman to pass an order directing the Respondents:-

- a. To set aside the order dated 30.5.2019 of C.G. No. 1044/2019-19' passed by the CGRF.
- b. To set aside the claim of Rs. 14,38,06,490/- made vide letter No. SE/OP/YDD/SAO/JAO/HT-1/Form B/D.No.219 A dt.16.03.2019 consequently set aside the Form A notice bearing No. 165 A dt.20.12.2018 of Rs 12,28,78,067/- by the Respondent No.4.
- c. To furnish the month wise and component wise details of amount payable if any as on 28.02.2014 i.e. date of termination of HT agreement of the Appellant
- d. Any such other order or orders as may deem fit by the Hon'ble Vidyut Ombudsman for the State of Telangana in the circumstances of appeal, in the interest of justice and fair play.

7. Written submissions of the Respondents

The Respondents through the Respondent No.4 submitted the following written submissions vide Lr.No.SE/OP/YDD/SAO/JAO/HT I & II/D.No.197/19 dt.19.07.2019 as follows:-

That the written submission to the notice issued are submitted hereunder along with the details for the arrears accumulated against HT Sc No YDD 722, M/s Haryana Steels,Bibinagar(M),YadadriBhongir(Dist).

The supply to the said HT service was disconnected on 30th' October, 2013 for non payment of CC charges arrears. As per the clause no 5.9.4.3 of GTCS a one month notice was issued to the consumer for payment of CC charges dues and for

restoration of power supply. But the consumer has failed to take restoration of supply by paying pending dues.

Further submitted that on the verification of available records it is noticed that the said HT consumer has applied for deration of CMD from 4980 kva to 150 kva. The Chief General Manager(Comml)/Corporate office has approved for deration of CMD w.e.f 18.10.2013 subject to execution of the amendment of HT agreement for deration of CMD from 4980 kva to 150 kva vide Memo No CGM(Comml)D.No.883/14 dt.25.08.2014.

For realization of CC charges arrears from the said HT consumer, the Form "A" notice under "RR" Act was served to the consumer and details are as follows:-

A.	CC charges as on the date of disconnection	Other than Court Cases	4,21,31,852.00
B.		Court cases	3,85,978.00
C.		Total	4,25,17,830.00
D.	Monthly minimum charges upt date of termination of agreement		3,17,63,708.00
E.	SD Amount adjusted		91,17,498.00
F.	Payments after termination		0
G.	Total Arrears outstanding after adjustment of available deposits (G=C+D-E-F)		6,51,64,040.00
H.	Surcharge from 28.02.2014 to 20.12.2018) Excluding future surcharge to be paid until the payment received)		5,72,14,027.00
I.	Total (I=G+H)		12,23,78,067.00

Further Form "B" notice under "RR" Act was served to the said HT consumer duly including the FSA charges payable of Rs 1,01,93,455/- and surcharge of Rs 93,06,624/- . The details are as follows:-

Description	Amount in Rs
CC charges on the date of termination of agreement excluding the court case	6,47,78,062/-
Surcharge @ 1.5% P.M (28.12.2014 to 28.02.2019) (Excluding surcharge to be paid until the payment received)	5,91,42,371/-
FSA to be collected on the date of termination of agreement	1,01,93,455/-
Surcharge on FSA @ 1.5%P.M (28.02.2014 to 28.02.2019)	93,06,624/-
Court case amount (Excluding surcharge to be levied)	3,85,978/-
Total	14,38,06,490/-

Further the following incriminating points to be considered for accumulation of arrears:-

1. The consumer of HT SC No. YDD 722 has applied for load deration from CMD 4890 KVA to 150 KVA at 33 KV level on 18.07.2013.
2. On 20.09.2013 the CGM(Comml) has issued orders from 4890 KVA at 33 KV level to 150 KVA at 33 KV level with immediate effect as per proceedings of Hon'ble APERC or from the date of agreement for the revised CMD of 150 KVA whichever is later.
3. On 05.05.2014 certain clarifications sought by the SE/OP/NLG from the CGM(Comml) with regard to deration of CMD from 4980 KVA to 150 KVA.
4. On 23.06.2014 the CGM(Comml) has clarified and informed that the deration of CMD against the said service may be considered after the service is live, on paying all the dues by the consumer.
5. Again the consumer has represented on 07.07.2014 to the CGM(Comml) for conclusion of amendment to the HT agreement for deraton of CMD from 4890 KVA to 150 KVA.
6. With request to the consumer representation the CGM(Comml) has issued order on 25.08.2014 to conclude the amendment to the HT agreement for deration of CMD from 4890 KVA to 150 KVA at 33 level to HT SC No. NLG 722 w.e.f18.10.2013 and accordingly duly following the departmental rules in vogue.

The consumer has approached to the office of the Consumer Grievances Redressal Forum for the below order:-

1. To set aside the Form B Notice bearing No. SE/OP/YDD/SAO/JAO/HT I&II Form B/D.No.219A dt.16.03.2019 of R 14,38,06,490/- consequently set aside the Form A Notice bearing No. 165 A dated 20.12.2018 of Rs 12,28,78,067/ issued by the Superintending Engineer/Operation/Yadadri Bhongir.
2. To furnish the month wise and component wise details amounts payable if any as on 28.02.2004 i.e date of termination of HT Agreement of the Complainant.
3. Any such other order or orders as may deem fit by this Hon'ble CGRF-I in

the circumstances of the complaint in the interest of justice and fair play,

Accordingly, a hearing was conducted on 20.04.2019 at 11.00 AM in the office of the CGRF-1, but the complainant requested 1 week time to file the rejoinder.

A notice for 2nd hearing was issued by the Forum, requesting the Complainant and the respondents to appear before the forum on 29.04.2019 at 11.00 AM in the office of the CGRF-1. **But the complainant was not present.**

As per the consumer request at the time of hearing on 25.05.2019 month wise data as per the records i.e Energy billing system along with the reply which was submitted to the Consumer Grievances Redressal Forum already submitted to the complainant duly taking acknowledgement.

Again a notice for 3rd hearing was issued by the Forum, requesting the Complainant and the respondents to appear before the forum on 25.05.2019 at 11.00 AM in the office of the CGRF-1. Hearing schedule was done and the **following Order has been issued by the CCRF -1:-**

“ Though the consumer Company has approached the Forum to set aside the Notice B-Form dt:16.03.2019 and claim of the Licensee of Rs. 14,38,06,490/- and the claim of Rs.12,23,78,067/- through Form-A Notice dt:20.12.2018 in the nature of declaration but the Consumer Company has failed to place any material before the Forum. In the absence of any such material on behalf of the consumer Company and in view of the positive material placed by the Respondents on behalf of the Licensee, hence the Forum feel the Consumer Company is not entitled to set aside the Notice Form- B Bearing No.SE/OP/YDD/SAO/JAO/HT I/Form-B/D.No:219A, dt:16.03.2019 for Rs.14,38,06,490/- and also not entitled to set aside the claim of the Licensee of Rs.12,23,78,067/- towards Form-A Notice dt:20.12.2018. Hence the point is answered accordingly in favour of the Licensee and against the Consumer Company.

In the result, the Grievance Complaint filed by the Consumer Company is hereby rejected with a direction to the consumer company to pay all the arrears outstanding on its service connection.”

8. Rejoinder of the Appellant.

The Appellant filed his rejoinder stating as follows:-

In reply to Para 1 to 8

That the Respondent.No.4 in Para No.3 categorically admitted that the CGM(Comml) approved the deration of CMD from 4890 KVA to 150 KVA w.e.f. From 18.10.2013 but the effect of deration is not given by the Respondents. It is pertinent to note that the CGM(Comml) vide Lr.No.2356 dt.20.09.2013 approved the deration with immediate effect or from the date of entering HT agreement.

It is pertinent to note that the Hon'ble Supreme Court of India in its order dt.16.11.2000 held that the "right of the Board to demand the minimum guaranteed charges by the very term of the language in the contract as well as the one used in the tariff notification is made enforceable depending upon a corresponding duty impliedly undertaken to supply electrical energy at least to that extent and not otherwise."

Hence the claim of Minimum charges on CMD of 4980 KVA or 150 KVA without supply of power is not correct and illegal hence, liable to be set aside.

The Respondent No. 4 in Para No.3 categorically admitted that the power was disconnected on 30.10.2013 Form A dt.20.12.2018 was issued for Rs 12,23,78,067/- and Form B dt.16.03.2019 issued for Rs 14,38,06,490/-. The item wise clarification is as follows:-

Claim of Rs 6,47,78,062/- of CC charges as on date of termination of agreement excluding the Court case:-

The claim of Rs 6,47,78,062/- of CC charges is not correct. However, the Appellant pray to this Hon'ble Authority to direct the Respondent No. 4 to furnish the month wise bill amount unpaid by the Appellant as on the date of termination to enable the Appellant to furnish the details of payment made, if any.

Surcharge @ 1.5% PM (28.02.2014 to 28.02.2019) excluding surcharge to be paid until the payment received of Rs 5,91,42,371/-.

The claim of Rs 5,91,42,371/- from 28.02.2014 i.e. date of termination to 28.02.2019 is not correct, illegal and in violation of amended clause 5.9.4.2 of GTCS, Hence liable to be set aside.

FSA to be collected on the date of termination of agreement of Rs 1,01.93,455/-

No comment

Surcharge on FSA @ 1.5% PM (28.02.2014 to 28.02.2019) of Rs 93,06.624/-

The claim of Rs 93,06,624/- from 28.02.2014 ie. date of termination to 28.02.2019 is not correct, illegal and in violation of the amended clause 5.9.4.2 of GTCS, Hence liable to be set aside.

Court case amount (excluding surcharge to be levied) of Rs 3,85,978/-

No comment.

In reply to Para No.9

No communication for hearing on 29.04.2019 at 11 AM was given to the Appellant.

In reply to para No.10.

The Respondent No.4 on 25.05.2019 has not furnished month wise data as per the records i.e. energy billing system to the Appellant. The Respondent No.4 has furnished the letter No. 30 dt.12.04.2019 in which month wise data is not given.

However the Appellant prayed to this Hon'ble Authority to direct the Respondent No.4 to furnish the same copy once again before this Hon'ble Authority with a copy to the Appellant with account statement.

In reply to Para Nos. 11 to 14

The Appellant could not file the material before the Hon'ble CGRF-II, as the Hon'ble CGRF-II failed to direct the Respondent No.4 to file month wise details of their claim along with justification along with a copy to the Appellant.

9. The Respondents through the Respondent No.4 submitted their written submissions Lr.No.SE/OP/YDD/SAO/JAO HT 1 & II/D.No.241/19, dt.16.08.2019 stating as follows:-

Query raised by the Appellant:-

Part A: That the Respondent No.4 in Para No.3 categorically admitted that the CGM (Comml) approved the deration of CMD from 4980 KVA to 150 KVA w.e.f 18.10.2013 but the effect of deration is not given by the Respondent No.4. It is pertinent to note that the GCM(Comml) vide letter No.2356 dt.20.09.2013

approved the deration with immediate effect or from the date of entering HT agreement.

Part B: - It is pertinent to note that the Hon'ble Supreme Court of India in its order dt. 16.11.2000 held that the "right of the Board to demand the minimum guaranteed charges by the very term of the language in the contract as well as the corresponding duty impliedly undertaken to supply electrical energy at least to that extent and not otherwise.

Hence, the claim of Minimum Charges on CMD of 4980 KVA or 150 KVA without supply of power is not correct and illegal hence, liable to be set aside.

The Respondent No.4 in para No.2 categorically admitted that the power was disconnected on 30.10.2013. Form A dt.20.12.2018 was issued for Rs 12,23,78,067/- and Form B dt.16.03.2019 issued for Rs 14,38,06,490/-

Reply to the query with regard to Part A:-

- a. As per the Lr.No.2356/13 dt.20.09.2013 the CGM(Comml) has approved for deration of CMD from 4980 KVA at 33 KV level to 10 KVA at 33 KV level with immediate effect as per proceedings of the Hon'ble APERC or from the date of agreement for the CMD of 150 KVA whichever is later.
- b. On 20.11.2013 the consumer has entered the HT agreement for deration of CMD from 4890 KVA to 150 KVA at 33 KV level.
- c. On 05.05.2014 certain clarifications sought by the SE/OP/NLG from the CGM(Comml) with regard to deration of CMD from 4980 KVA to 150 KVA. Whether derated load to be affected during disconnection period even though for non payment of CC charges/arrears/reconnection fee in the absence of receipt of test report from the concerned authorities.
- d. On 23.06.2014 the CGM(Comml) has clarified and informed that the deration of CMD against the said service may considered after the service is live by paying all the dues by the consumer.
- e. On 07.07.2014 the consumer again approached the CGM(Comml) for deration of CMD.
- f. On 25.08.2014 the CGM (Comml) has issued an order to the SE/OP/Nalgonda to conclude the amendment to the HT agreement for deration of CMD from 4890 KVA to 150 KVA at 33 KV level from 18.10.2013 and accordingly the bills to be revised duly following the departmental rules in vogue.

g. The consumer has not entered the HT agreement for deration of CMD from 4980 KVA to 150 KVA at 33 Kv level from 18.10.2013.

As per the records available on 21.10.2013 the RMD is 4.764 with MF 1000 which is 4764 KVA and on 30.10.2013 the RMD is 4.692 with MF 1000 which is 4692 KVA.

Reply to the query with regard to Part B:-

As per the GTCS Clause No.4.9.4.3 which reads as follows:-

Where any consumer, whose supply is disconnected for non payment of any amount due to the company on any account, fails to pay such dues and regularise his account within three months from the date of disconnection, the Company shall after completion of 3 months period, issue one month notice for termination of the LT to Ht agreement as the case may be. If the consumer still fails to regularise the account, the Company shall terminate the agreement wef. From the date of expiry of the said one month notice. Such termination shall be without prejudice to the rights and obligations incurred or accrued prior to such termination. Provided that where the company fails to issue notice or terminate the agreement as prescribed above, the consumer shall not be liable to pay the minimum charges for the period beyond 4 months from the date of disconnection and the agreement shall be deemed to have been terminated at the end of 4 months period from the date of disconnection.

Query raised by the Appellant:-

Claim of Rs 6,47,78,062/- of CC charges as on date of termination of agreement excluding the Court case:-

The claim of Rs 6,47,78,062/- of CC charges is not correct. However, the appellant pray to this authority to direct the Respondent No.4 to furnish the month wise bill amount unpaid by the Appellant as on date of termination to enable the Appellant to furnish the details of payment made if any.

Reply to the query

After the clarification on the part of deration of CMD w.e.f. The revised calculations shall be resubmitted from this office.

Query raised by the Appellant

Surcharge @ 1.5% PM (28.02.2014 to 28.02.2019) excluding surcharge to be paid until the payment received of Rs 5,91,42,371/-.

The claim of Rs 5,91,42,371/- from 28.02.2014 i.e. date of termination to 28.02.2019 is not correct, illegal and in violation of amended clause 5.9.4.2 of GTCS. Hence, liable to be set aside.

Reply to the query

That the Tariff schedule defines the additional charges for belated payment of charges is as follows:-

“The Licenses shall charge the Delayed Payment Surcharge (DPS) per month on the bill amount at the rate of 5 paise/Rs 100/day or Rs 550/- whichever is higher. In case of granet of instalments, the licensee shall levy interest at the rate of 18% per annum on the outstanding amounts, compounded annually and the two charges shall not be levied at the same time.

Query raised by the Appellant:-

Surcharge on FSA @ 1.5% PM (28.02.2014 to 28.02.2019) of Rs 93,06.624/- is not correct, illegal and in violation of the amended clause 5.9.4.2 of GTCS, Hence liable to be set aside.

Reply to the query

As per the above information which has given above.

Query raised by the Appellant

The Respondent No.4 on 25.05.2019 has not furnished month wise data as per the records i.e. energy billing system to the Appellant. The Respondent No.4 has furnished the letter No. 30 dt.12.04.2019 in which month wise data is not given.

However the Appellant prayed to this Hon'ble Authority to direct the Respondent No.4 to furnish the same copy once again before this Hon'ble Authority with a copy to the Appellant with account statement.

Reply to the query

The arrears accumulated with regard to month wise data is submitted as per the records of the SAP ledger and EBS ledger.

Query raised by the Appellant

The Appellant could not file the material before the Hon'ble CGRF-II, as the Hon'ble CGRF-II failed to direct the Respondent No.4 to file month wise details of their claim along with justification along with a copy to the Appellant.

Reply to the query

The material available i.e. EBS ledger was already submitted to the Appellant along with the reply which has been communicated to the CGRF on 25.05.2019 duly taking acknowledgement.

10. Written arguments filed by the Appellant

The present appeal is filed to set aside the order by the Respondent No.2 dt.30.05.2019 of CG No. 1044/2018-19 and claim of Rs 14,38,06,490/- made vide Form B dt.16.03.2019 by the Respondent No.4.

That in the Form B dt.16.03.2019 the Respondent No.4 shown Rs 6,47,78,062/- as CC charges on the date of termination of agreement without filing any evidence for non payment of such huge amount by the Appellant. It is pertinent to note that if any month the bill payment is not made on due date after 15 days from the due date, power supply will be disconnected. As per the admission of Respondent No.4 the power supply was disconnected on 30.10.2013. Before the date of disconnection the Appellant has made the payment of all the due amounts which were payable. Then how this Rs 6,47,78,062/- accumulated as on 28.02.2014 and pertaining to which months in which the Appellant has not made the payment is not furnished by the Respondent No.4. If any bill amount is not paid on due date security deposit will be available.

The Respondent No.4 claimed Rs 5,91,42,371/- towards surcharges @ 1.5% PM from 28.02.2014 to 28.02.2019. It is pertinent to note that as per clause 5.9.4.2 of GTCS the Appellant is obligated to "pay all sums due under the agreement as on date of its termination." Also to be noted as per Clause 5.9.4.3 "Such termination

shall be without prejudice to the rights and obligations incurred or accrued prior to such termination.” by the Respondent No.4

The Respondent No.4 shown Rs 1,01,93,455/- towards FSA. The same is payable if unpaid.

The Respondent No.4 claimed Rs 93,06,624/- towards surcharge @ 1.5.% PM from 28.02.2014 to 28.02.2019. As explained above, as per Clause 5.9.4.2 and 5.9.4.3 of GTCS the claim is restricted up to date of termination of HT agreement.

The Respondent No.4 claimed Rs 3,85,978/- towards Court case amount the same is subject to final outcome of the case.

In respect of effect iff deration of CMD from 4890 KVA to 150 KVA is to be given w.e.f 18.10.2013. This issue is similar to the issue decided in Appeal No. 44 of 2014 by this Hon’ble Authority. Incidentally this Appellant is also appellatant of Appeal No. 44 of 2018.

In view of the above the Appellant pray to this Hon’ble Authority to allow the Appeal as prayed for.

Heard both sides.

11. On the basis of the averments by both sides, the following issues are framed:-

1. Whether the Appellants are entitled for setting aside of the Form - A and B notices issued by the Respondent No.4 for an amount of Rs 12,23,78,067/- and Rs 14,38,06,490/- respectively as claimed by them?
2. Whether the Appellants are entitled for being furnished month wise/component wise details for the amounts demanded by the Respondent No.4 under Form A & B notices?
3. Whether the Respondents are liable to revise the bills in view of the deration from 4980 KVA to 150 KVA from 18.10.2013 as claimed by the Appellants? And
4. To what relief?

Issue No. 1

12. The admitted facts are that M/s. Hariyana Steel Center (KDM) Pvt. Ltd. bearing HT service connection HT SC No. YDD 722, was disconnected on 30.10.2013, due to non payment of CC bills. Accordingly the Respondent No.4/SE/OP/Yadadri issued notice of Form-A on dt.20.12.2018 for Rs 12,28,78,067/- and subsequently issued Form-B on dt.16.03.2019 for Rs 14,38,06,490/- for payment to the Appellant. In the meanwhile, the Appellant applied for the deration of the CMD from 4980 KVA to 150 KVA on 18.07.2013. The request for deration from 4980 KVA to 150 KVA was approved by the CGM/Commercial on 20.09.2013, w.e.f.18.10.2013 or from the date of revised agreement for the derated CMD of 150 KVA whichever is later.

The Appellant preferred this appeal to set aside the notices Form-A and Form-B, based on the Clause 5.9.4.2 and to affect the deration from 4980 KVA to 150 KVA w.e.f. 18.10.2013 and also requested the details of pending arrears.

Claim of the Appellant to set aside the notices in terms of Form-A and Form -B

On the request of the Appellant the Respondents submitted the following breakup of the amount issued to be paid as follows:-

FORM -A

A.	CC charges as on the date of disconnection	Other than Court Cases	4,21,31,852.00
B.		Court cases	3,85,978.00
C.		Total	4,25,17,830.00
D.	Monthly minimum charges upt date of termination of agreement		3,17,63,708.00
E.	SD Amount adjusted		91,17,498.00
F.	Payments after termination		0
G.	Total Arrears outstanding after adjustment of available deposits (G=C+D-E-F)		6,51,64,040.00
H.	Surcharge from 28.02.2014 to 20.12.2018) Excluding future surcharge to be paid until the payment received)		5,72,14,027.00
I.	Total (I=G+H)		12,23,78,067.00

FORM-B

Description	Amount in Rs
CC charges on the date of termination of agreement excluding the court case	6,47,78,062/-
Surcharge @ 1.5% P.M (28.12.2014 to 28.02.2019) (Excluding surcharge to be paid until the payment received)	5,91,42,371/-
FSA to be collected on the date of termination of agreement	1,01,93,455/-
Surcharge on FSA @ 1.5%P.M (28.02.2014 to 28.02.2019)	93,06,624/-
Court case amount (Excluding surcharge to be levied)	3,85,978/-
Total	14,38,06,490/-

The above data given by the Respondents includes surcharges, consequent to delayed payment which is based on the Tariff Orders in vogue @ 5ps/Rs100/day or Rs 550/- whichever is higher. The Appellant relied on the Clause 5.9.4.2 of the GTCS and urged to restrict the charges levied until the date of termination of the agreement and not beyond. Whereas the clause 5.9.4.2 of the GTCS does not imply to the present dispute, as the said clause relates to issue in case of voluntary termination of the HT agreement sought by the consumer or towards the deration of the CMD. In the present case the said service was disconnected consequent to non payment of CC arrears on dt. 30.10.2013 and the clause 5.9.4.3 of the GTCS is the relevant clause, accordingly demand was raised in terms of Form-A and Form-B. The delayed payment surcharges is not restricted by the termination of agreement and depends on the number of days delayed for payment, as per the Tariff Orders.

Issue No.2

13. The contention of the Appellants is that they are entitled for the month wise and component wise details for the amounts demanded under Form-A and B notices till 28.02.2014 on which date their HT agreement was terminated and yet the Respondents failed to provide them with the same. A perusal of the evidence on record shows that the Respondents provided the Appellants with month wise, component wise details, both in the CGRF and also before this Office and as such complied with the demand of the Appellant. Hence accordingly decides this issue.

Issue No.3

14. Deration of CMD from 4980 KVA to 150 KVA: -

Based on the Application dt.18.07.2013 of the Appellant for deration of the CMD from 4980 KVA to 150 KVA, the CGM/Commercial accorded approval for the proposal vide Lr.No. CGM/Comml/SE(C)/DE(C)/ADE-III/D.No.2356/13 dt. 20.09.2013, with immediate effect or from the date of agreement of the revised CMD, whichever is later. The Respondent No.3/SE/OP/Yadadri, vide letter dt.05.05.2014 sought certain clarifications over implementation of the deration since the service was disconnected on 30.10.2013 for non payment of CC charges, though the agreement for the derated CMD was concluded on 20.11.2013, the same was not affected since the consumer has not taken the reconnection order. Subsequently the CGM/Commercial clarified vide letter dt. 23.06.2014, that the request for the deration may be considered after getting the service under live, consequent to the payment of dues by the consumer. Opposing such clarification given by the CGM/Comml, the Appellant again preferred to represent CGM/Commercial to affect the deration of CMD vide letter dt.07.07.2014. Thereafter the CGM/Commercial revised their earlier clarification order and directed the SE/OP/Nalgonda (Yadadri), based on the legal opinion of the SLA/TSSPDCL, towards amendment of HT agreement for the deration CMD from 4980 KVA to 150 KVA at 33/11/kV level w.e.f. 18.10.2013 and further directed to revise the bills accordingly. The Appellant claimed that the Respondent No.4 has not given the effect of deration of CMD from 4980 KVA to 150 KVA w.e.f. 18.10.2013 and bills were not revised accordingly.

In view of the above, the Respondents are liable to revise the bills duly affecting the derated CMD of 150 KVA based on the Clause 5.9.4.2, which is reproduced hereunder:- ***“Deration of CMD or Termination of Agreement in respect of HT Supply: The consumer may seek reduction of contracted maximum demand or termination of the HT Agreement after the expiry of the minimum period of the Agreement by giving not less than three months notice in writing expressing his intention to do so.. However, if for any reason the consumer chooses to derate the CMD or terminate the Agreement, before the expiry of the minimum 2 year period of the Agreement, the CMD will be derated or the Agreement will be terminated with effect from the date of expiry of the initial 2 year period of the Agreement or after expiry of 3 months notice period***

whichever is later. The Company can also terminate the HT Agreement, at any time giving 3 months' notice if the consumer violates the terms of the HT Agreement, or the GTCS or the provision of any law touching the Agreement including the Act and rules made thereunder, and AP Electricity Reforms Act, 199814. On termination of the HT Agreement the consumer shall pay all sums due under the Agreement as on the date of its termination."

A perusal of the above clause goes to show that the deration of CMD may be implemented on the request of the consumer giving three months notice, in this case the request was made on 18.07.2013 and thereby the three months notice period will complete by 18.10.2013.

15. The contention of the Appellants is that they sought for deration of the CMD from 4980 KVA to 150 KVA w.e.f.18.10.2013 as the same was approved by the CGM(Commercial) as per the Memo No. CGM(Comml)/D.No.883/14 dt.25.08.2014, but the Respondent No.4 in spite of the approval failed to give effect for the deration of CMD from 4980 KVA to 150 KVA. A perusal of the contentions of the Respondents show that though admittedly the deration was approved w.e.f. 18.10.2013, but the same was not put into action on the said date, the Respondents have not given any reason to substantiate their claim for not giving effect of the deration sought by the Appellants. The Respondents have also not denied that the Appellants have sought for the deration and that the same has been approved by the CGM(Commercial). The record shows that though the deration was approved the required revised agreement pertaining to deration of the CMD from 4980 KVA to 150 KVA has not been executed by the Appellant as on 18.10.2013 and that the same was executed on 20.11.2013. As such since the Appellant has executed the agreement of deration on 20.11.2013, the revised bills also have to be issued by the Respondents from the said date of the agreement. Consequently, the Respondents are directed to issue fresh demand to the Appellant in accordance with the revised bills along with delayed payment surcharges and FSA charges, and the Appellant is liable to pay the same. Hence accordingly this issue is partially decided in favour of the Appellant.

Issue No.4

16. The Appellant through the rejoinder raised issues such as claim of minimum charges on CMD, claim of Rs 6,47,78,063/- of CC charges on the date of termination though the said grievance was not raised in the Appeal or before the CGRF. Hence the said grievance is not considered under this Appeal.

17. In the result, the Appeal is partially decided in favour of the Appellant. The Respondents are directed to issue fresh demand, revising the demand raised through Form-B and the Appellants are directed to pay the revised amounts along with delayed payment surcharge as per the Tariff Orders.

TYPED BY Office Executive cum Computer Operator, Corrected, Signed and Pronounced by me on this the 22nd day of October, 2019.

Sd/-

Vidyut Ombudsman

1. M/s. Hariyana Steel Center(KDM) Pvt. Ltd.,Nemaragomula Village,Bibinagar Mandal, Yadadri Bhongir Dist - 508 126. Cell: 7036205211.
2. The ADE/OP/Bibinagar/TSSPDCL/Yadadri Dist.
3. The SAO/OP/Yadadri/TSSPDCL/Yadadri Dist.
4. The DE/OP/Bhongir/TSSPDCL/Yadadri Dist.
5. The SE/OP/Yadadri Circle/TSSPDCL/Yadadri Dist.
6. The CGM/Comml/Corporate Office/TSSPDCL/Hyderabad.

Copy to :

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