



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 NINTH DAY OF SEPTEMBER
TWO THOUSAND AND TWENTY FOUR

Appeal No. 20 of 2024-25 & Appeal No. 23 of 2024-25

Appeal No. 20 of 2024-25

Between

Sri Abbineni Narayana Rao, s/o. Abbineni Jangarao, H.No.5-3-321,
Seshadri Nagar, Near Community Hall, Kukatpally, Hyderabad - 500072.
Cell: 9391182961.

.....Appellant

AND

1. The Assistant Engineer/OP/IDPL/TGSPDCL/Secunderabad.
2. The Assistant Divisional Engineer/OP/R.R.Nagar/TGSPDCL/Secunderabad.
3. The Assistant Accounts Officer/ERO/Bowenpally/TGSPDCL/Secunderabad.
4. The Divisional Engineer/OP/Bowenpally/TGSPDCL/Secunderabad.
5. The Senior Accounts Officer/OP/Secunderabad/TGSPDCL/Secunderabad.
6. The Superintending Engineer/OP/Secunderabad /TGSPDCL/Secunderabad
7. The Chief General Manager/Commercial/TGSPDCL/Mint Compound /
Hyderabad.

..... Respondents

Appeal No. 23 of 2024-25

Between

Sri Abbineni Narayana Rao, s/o. Abbineni Jangarao, H.No.5-3-321,
Seshadri Nagar, Near Community Hall, Kukatpally, Hyderabad - 500072.
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6. The Superintending Engineer/OP/Secunderabad /TGSPDCL/Secunderabad
7. The Chief General Manager/Commercial/TGSPDCL/Mint Compound /
Hyderabad.

..... Respondents

These appeals coming on before me for final hearing today in the presence of Sri Ravinder Prasad Srivatsava - authorised representative of the appellant, in both appeals, and Sri Md.Akbar-AE/OP/IDPL, Sri N.Keval Kumar-ADE/OP/RR Nagar, Sri Nageshwar Reddy - AAO/ERO/Bowenpally and Smt. M. Lalitha - SAO/OP/Secunderabad for the respondents, in both appeals, and having stood over for consideration, this Vidyut Ombudsman passed the following common:-

AWARD

Since these two appeals are inter-connected, they are disposed of together.

Appeal No. 20 of 2024-25

2. 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.291/2023-24/Secunderabad Circle dt.07.06.2024, dismissing the complaint.

CASE OF THE APPELLANT BEFORE THE FORUM

3. The appellant has given his house bearing No. 5-9-285/12 situated at Rajiv Gandhi Nagar, Kukatpally (in short 'the subject premises') on rent to one G. Ram Reddy in 2006. The tenant has established M/s. Meghana Pharma Company (in short 'the subject company') and took electricity connection and utilised the same till 2013. The said tenant committed suicide. By that time a sum of Rs. 29,28,263/- (Rupees twenty nine lakhs twenty eight thousand and two hundred sixty three only) was pending as electricity dues payable to the respondents. The Service Connection No.S6004023 in the name of the appellant at the subject premises (in short ' the Service Connection in the name of the appellant') was removed in 2013 in spite of payment of minimum bills. Since there is no electricity supply, nobody is coming for rent. Therefore he prayed to do justice to the appellant.

WRITTEN SUBMISSIONS OF THE RESPONDENTS

4. In the written reply filed by respondent No.2, before the learned Forum, it is, inter-alia, submitted that the H.T. Service Connection No. SEC 1677 (in short 'the subject Service Connection') was released in the name of M/s. Meghana Pharma Pvt. Ltd., at the subject premises. The said company was represented by its Directors, namely,

1. Sri Jonnala Premalatha and
2. Sri Tiyyagura Bhaskar Reddy Vijaya

and it was disconnected from 01.04.2013 due to non-payment of electricity bills. In the subject premises LT Service Connection No. S6004023 is existing in the name of the appellant which was disconnected due to non-payment of the arrears of subject Service Connection.

5. In the written reply filed by respondent No.3, before the learned Forum, it is, inter-alia, submitted that the Service Connection of the appellant was released on 17.02.2007. There were no arrears on the said Service Connection from March 2023.

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 initially released with HDN 1677 on 28.12.2007 in the name of M/s. Meghana Pharma Pvt. Ltd., at Plot No.67, H.No.5-9-285/12, Rajiv Gandhi Nagar, Hyderabad. Now it is SEC1677. The HT agreement was concluded between the respondents and M/s. Meghana Pharma Company.

7. In the written reply filed by respondent No.6, before the learned Forum, it is, inter-alia, submitted that the subject Service Connection was released under HT Category-I (11 KV supply). The subject Service Connection was disconnected on 01.04.2013 due to non-payment of CC dues amounting to Rs.47,69,164/- . Form 'A' and 'B' notices were issued to the consumer under

Revenue Recovery Act, on 14.10.2014 and 23.06.2015 respectively. Form 'C' notice was also issued on 22.03.2016. Letters were also addressed to the District Collector Medchal on 05.07.2023 and 31.01.2024. A letter was also addressed to the Tahsildar, Quthbullapur Mandal on 31.01.2024. The consumer submitted a representation on 25.08.2020 for restoration of power supply under the Sick Revival Scheme and the approval was accorded by respondent No.6, but the consumer did not pay the amount. The total arrears including surcharge upto 31.01.2024 is Rs.68,47,942/-.

8. In the written reply filed by respondent No.7 he too submitted the contents of written reply similar to respondent No.6.

AWARD OF THE FORUM

9. After considering the material on record and after hearing the respondents, the learned Forum has dismissed the complaint.

10. Aggrieved by the Award passed by the learned Forum, the present appeal is preferred, contending among other things, that the impugned Award is not correct and is liable to be set aside. The appellant is not the consumer of the subject Service Connection.

GROUND OF APPEAL

11. The respondents are entitled to claim the dues of electricity on the subject Service Connection only from M/s. Meghana Pharma Pvt. Ltd.,

The HT bills from April to August 2023 were added without supplying the power as the bill was stopped in 2013 itself and, therefore, it is prayed to set aside the impugned Award and declare the claim of M/s. Meghana Pahrma Pvt., Ltd., recovering from the appellant as illegal etc.,

WRITTEN SUBMISSION OF RESPONDENTS

12. In the written reply filed by respondent No.2 and 3 separately, before this Authority, they have reiterated the contents of their written replies filed before the learned Forum.

Appeal No. 23 of 2024-25

13. This appeal is preferred aggrieved by the Award/Order passed by the learned Forum in Lr.No. Chairperson/CGRF-II/Complaint Return/D.No.367/24-25 dt.07.08.2024 (in short 'the Award/Order') returning the complaint.

CASE OF THE APPELLANT BEFORE THE FORUM

14. The respondents have released the Service Connection of the appellant in his name. CC bills were paid upto April 2016. After April 2016 the respondents have disconnected power supply to the Service Connection of the appellant. In March 2021, the appellant paid Rs.5,000/- (Rupees five thousand only) along-with reconnection charges of Rs.75/- but in spite of the same, the power supply to the said Service Connection was not restored. Therefore it

was prayed to direct the respondents to restore the power supply to the Service Connection of the appellant.

15. The learned Forum has returned the above complaint on the ground that it has already passed an Award in C.G.No.291/2024-25/Secunderabad Circle on 07.06.2024, dismissing the same.

16. Aggrieved by the said return of the complaint, the present appeal is preferred reiterating the contents of the complaint filed before the learned Forum.

GROUND OF APPEAL.

17. In the grounds of appeal, it is, inter-alia, submitted that the claim in C.G.No.291/2023-24 and the claim in the present appeal are distinct. The Service Connections are also different. It is accordingly prayed to set aside the return Award/Order dt.07.08.2024 passed by the learned Forum and to direct the respondents to restore the power supply to the Service Connection of the appellant.

WRITTEN REPLY OF THE RESPONDENTS

18. In the written reply filed by respondent No.2, before this Authority, it is, inter-alia, submitted that since the consumption charges were not paid by the appellant, the said Service Connection was kept under 'OSL' . Further in the premises of the appellant, HT Service Connection No. SEC1677 was

released and an amount of Rs. 23,81,893/- (Rupees twenty three lakhs eighty one thousand and eight hundred ninety three only) was outstanding due to the respondents. The respondents have authority to disconnect power supply for non-payment of electricity charges.

ARGUMENTS

19. The learned authorised representative of the appellant, in both the appeals, has submitted written arguments, contending among other things, that in Appeal No. 20 of 2024-25, M/s. Meghana Pharma Company is the consumer of the respondents and tenant of the appellant; that the appellant in both appeals is the owner of the subject premises who let out the same to M/s. Meghana Pharma Company; that for default of payment of electricity bills of tenant-M/s. Meghana Pharma Company the appellant-owner of the premises bearing H.No. 5-9-285/12, is not liable to pay the said arrears; that his Service Connection No.S6004023 at the subject premises is not the link service to the subject Service Connection and that without following the procedure established by law, the respondents have been demanding the appellant to pay the electricity dues of his tenant - M/s. Meghana Pharma Company and disconnected his own Service Connection. It is accordingly prayed to direct the respondents to collect the arrears of M/s. Meghana Pharma Company from the said company itself and reconnect his Service Connection at the subject premises immediately.

20. On the other hand, the respondents have supported the Award and Award/Order of the learned Forum. They have and also filed written submissions contending among other things, that the appellant being the owner of the subject premises is bound to pay the arrears of electricity of M/s. Meghana Pharma Company and the Service Connection in the name of the appellant in the subject premises is the link service of the subject Service Connection. It is accordingly prayed to reject the appeals.

POINTS

21. The points that arise for consideration are:-

- i) Whether the demand of the respondents to pay the arrears of electricity charges etc., of M/s. Meghana Pharma Company from the appellant is illegal ?
- ii) Whether the Service Connection of the appellant is not the link service to M/s. Meghana Pharma Company?
- iii) Whether Award in C.G.No. 291/2023-24/Secunderabad Circle dt.09.06.2024 and the Award/Order dt. 07.08.2024 are liable to be set aside?
- iv) Whether the appellant is entitled for reconnection of his Service Connection without payment of arrears of M/s. Meghana Pharma Company? and
- v) To what relief?

POINT Nos. (i) to (iv)

ADMITTED FACTS

22. It is an admitted fact that the respondents have initially released LT Service Connection No. S6004577 in the name of M/s. Meghana Pharma Company and later converted from LT to HT with HT Service Connection No. SEC1677 (Old HDN 1677) in April 2013. The appellant is the owner of the subject premises. The respondents have also released the Service Connection No. S6004023 to the appellant at the same premises to a room. It is also an admitted fact that the respondents have now disconnected the subject HT Service Connection in the name of M/s. Meghana Pharma Company on the ground that its arrears of electricity charges etc., were not paid to the respondents and also the Service Connection of the appellant on the ground that it is the link service.

SETTLEMENT BY MUTUAL AGREEMENT

23. Both the parties have appeared before this Authority virtually and physically. Efforts were made to reach a settlement between the parties through the process of conciliation and mediation. However, no settlement could be reached. The hearing, therefore, continued to provide reasonable opportunity to both the parties to put-forth their case and they were heard.

REASONS FOR DELAY IN DISPOSING OF THE APPEAL

24. The present appeals were filed on 30.07.2024 and 12.08.2024 respectively. These appeals are being disposed of within the period of (60) days as required.

CRUX OF THE MATTER

25. From the record it is clear that the respondents have been demanding the appellant to clear the arrears of electricity charges etc., of M/s. Meghana Pharma Company from the appellant. The appellant claims that there is no privity of contract between himself and the respondents in respect of M/s. Meghana Pharma Company as such he is not liable to pay such arrears. M/s. Meghana Pharma Company is the tenant of the appellant. The respondents claimed that the appellant is the owner of the premises where M/s. Meghana Pharma Company was existing and as such he is liable to pay the electricity arrears etc., of M/s. Meghana Pharma Company.

26. From the material on record it is clear that M/s. Meghana Pharma Company fell due an amount of Rs.68,47,942/- to the respondents towards arrears of electricity charges. Admittedly the said company which was tenant of the appellant in the subject premises was closed. As already stated, the respondents have also released one more Service Connection in the name of the appellant in the subject premises to a room.

CONSUMER IN THESE APPEALS

27. Sec. 2 (15) of the Electricity Act (in short 'the Act') defines "Consumer". The said provision reads as under:-

"Consumer" means any person who is supplied with electricity for his own use by a licensee or the Government or by any other person engaged in the business of supplying electricity to the public under this Act or any other law for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving electricity with the works of a licensee, the Government or such other person, as the case may be;

In the present case, the subject Service Connection for getting electricity to M/s. Meghana Pharma Company was not obtained by the appellant. He did not file any application before the respondents. But the said company itself obtained such Service Connection. No doubt premises belong to the appellant. Therefore strictly speaking M/s. Meghana Pharma Company is the consumer of the respondents in respect of the subject Service Connection, even though the electricity is not consumed at present. The respondents have released the subject Service Connection on the application of M/s. Meghana Pharma Company only. The agreement is also between M/s. Meghana Pharma Company and the respondents. That being the case it can only be concluded that M/s. Meghana Pharma Company is the consumer of the respondents in respect of subject Service Connection. The Service Connection in the name of the appellant is a separate one. Both these Service Connections are distinct. Thus the Service Connection in the name of the appellant installed to a room

in the subject premises is not a link service to the subject Service Connection. The appellant is the consumer in respect of the Service Connection released in his name.

ROLE OF OWNER OF THE PREMISES TO PAY ARREARS OF TENANT

28. The main argument of the appellant is that he is the owner of the subject premises and M/s. Meghana Pharma Company was his tenant and as such he is not liable to pay its arrears of electricity to the respondents. The argument of the respondents is that since M/s. Meghana Pharma Company is situated in the premises of the appellant, the appellant is the consumer of the respondents and is bound to pay the said arrears. At the cost of repetition, the appellant is not the consumer of the respondents representing M/s. Meghana Pharma Company.

THE CASE LAW

29. In view of the factors discussed above it is clear that the appellant is not the consumer of the subject Service Connection. My view is fortified in the 3-Judge Bench judgement of the Hon'ble Supreme Court reported in K.C.NINAN v. KERALA STATE ELECTRICITY BOARD¹ at paragraph 48, which reads as under:-

“We are unable to accept the submission of Electric Utilities that the second limb of Section 2(15) connotes a supply of electricity to premises, irrespective of a change in the owner or occupier. The 2003

¹ 2023 SCC Online SC - 663

Act provides an inclusive definition of 'premises' under Section 2(51). According to the definition, premises include land, building, or structure. The second limb goes only so far as to say that when electricity is supplied to any person at a particular land, building, or structure, such person will continue to remain a consumer, even though they are not consuming electricity, so long as the electricity connection exists. The expression 'premises' used in the second limb identifies the place where the supply of electricity has to be made."

30. The authorised representative of the appellant has relied upon the judgement of our Hon'ble High Court reported in V.V.SATYANARAYANA MURTHY v. CENTRAL POWER DISTRIBUTION COMPANY OF A.P. Ltd., & Ors.², In this judgement, the Hon'ble High Court has directed the Licensee-respondents to reconsider the request of the petitioner therein (owner of the premises) for supply of power connection and gave liberty to the Licensee to recover the arrears of electricity charges from fourth respondent-tenant therein. Similarly the learned authorised representative of the appellant has also relied upon the judgement of the Hon'ble High Court of Tamilnadu in CLARA AMMAL v. TAMIL NADU ELECTRICITY BOARD³. In both these judgements it was held that the landlord is not liable to pay the arrears of electricity of the tenant. But the respondents have relied upon a judgement of the Division Bench of our Hon'ble High Court in SUJATA GUPTA & (3) Others v. THE SUPERINTENDING ENGINEER, CENTRAL POWER DISTRIBUTION COMPANY, ANDHRA PRADESH & 3 others in W.A.No.922 of 2008 dt.22.07.2009 and batch. The Hon'ble High Court while confirming the

² 2015 SCC Online Hyd -330

³ 2014 SCC Online Mad - 12283

judgement of a single Judge of the Hon'ble High Court held that unless the arrears of electricity are cleared, no electricity connection shall be given to the premises. The respondents have also relied upon the judgement of the Hon'ble Supreme Court reported in TELANGANA STATE SOUTHERN POWER DISTRIBUTION COMPANY LIMITED v. M/s. SRIGDHAA BEVERAGES⁴ wherein it was held that the auction purchaser of the property is liable to pay arrears of electricity of the previous owner of the property. In the said case tenant was not involved whereas in the present case tenant is involved as such, this case is not applicable in this appeal.

31. In view of the above judgements, now it is relevant to refer to the judgement of the Hon'ble Supreme Court (1 supra), upon which both the parties have relied upon. In the said judgement paragraph Nos. 50,51,52,61,92,101 and 102 are relevant. They are extracted here under:-

“50. The definition of ‘supply’ specifically states that supply means the sale of electricity to a consumer. The said definition does not indicate that supply of electricity is vis-a-vis the premises of the consumer. Considering the overall scheme of the 2003 Act, the supply of electricity is to the consumer and not the premises.”

“51. Section 43 of the 2003 Act obligates a distribution licensee to supply electricity “on an application by the owner or occupier of any premises”. Under the provision, the right to obtain a supply of electricity is vested with the owner or occupier of the premises. Invariably, such owner or occupier means the consumer under Section 2(15). As held in Brihanmumbai Electric Supply & Transport Undertaking (supra), the duty to supply electricity comes into play only on an application made by the owner or occupier of the premises. Hence, the term “premises” has to be contextualised

⁴ (2020) 6 SCC - 404

and understood with respect to the preceding portion, that is, the owner or occupier of the premises.”

“52. The duty to supply electricity under Section 43 is only with respect to the owner or occupier of the premises, and not the premises, as it is the owner or occupier who has the statutory right to “demand” electricity for the premises under their use or occupation. Further, it is the applicant who has to fulfil all the statutory conditions laid down under the 2003 Act to become entitled to get supply of electricity to their premises. The applicant has to pay the necessary charges and comply with all terms and conditions as determined by the appropriate commission for the supply of electricity.”

“61. We need to highlight that the 2003 Act contemplates a synergy between the consumer and premises. Under Section 43 of the 2003 Act, the owner or occupier of premises can seek a supply of electricity for particular premises. Perforce, when electricity is supplied, the owner or occupier becomes a consumer only with respect to those particular premises for which electricity is sought and provided. For example, when a person owning an apartment in a residential complex applies for supply of electricity to such an apartment, they become a consumer only with respect to the apartment for which the application is made and to which electricity is supplied. Such a person may own another apartment to which electricity may already be supplied, but they will be considered a separate consumer with respect to the second apartment. For an application to be considered as a ‘reconnection’, the applicant has to seek supply of electricity with respect to the same premises for which electricity was already provided. Even if the consumer is the same, but the premises are different, it will be considered as a fresh connection and not a reconnection.”

“92. The next issue that arises for our consideration is whether arrears of electricity can become a charge or encumbrance over the premises. An ancillary issue is whether such arrears can become a charge on the property only through an express provision of law. Before we embark upon our analysis, we clarify that it is unnecessary to deal with the submission of the auction purchasers regarding registration under Section 17 of the Indian Registration Act 1908 for the conditions of supply contained in a contract to constitute a charge. The decision of this court in *M.L. Abdul Jabbar Sahib v. M.V. Venkata Sastri & Sons*,⁴⁴ was limited to the extent that it holds that a charge created by an act of parties under

Section 100 of the Transfer of Property Act 1882 does not attract the provisions of Section 59 of the Indian Registration Act 1908.”

“101. In Isha Marbles (supra), this Court observed that under the provisions of 1910 Act read with 1948 Act, electricity arrears do not create a charge over the property. It observed:

“56. From the above it is clear that the High Court has chosen to construe Section 24 of the Electricity Act correctly. There is no charge over the property. Where that premises comes to be owned or occupied by the auction-purchaser, when such purchaser seeks supply of electric energy he cannot be called upon to clear the past arrears as a condition precedent to supply. What matters is the contract entered into by the erstwhile consumer with the Board. The Board cannot seek the enforcement of contractual liability against the third party. Of course, the bona fides of the sale may not be relevant.”

“102. Similarly, in Paschimanchal Vidyut Vitran Nigam (supra), this Court held that in the absence of any contract to the contrary, the amount payable towards supply of electricity does not constitute a charge on the premises.”

These propositions makes it very clear as to the word ‘Consumer’ and also liability of such consumer.

CONCLUSION

32. In the present case, having regard to the facts and circumstances and also the law laid down by the Hon’ble Supreme Court in (1 supra) the appellant herein being owner of the subject premises is not liable to pay the arrears of electricity of M/s. Meghana Pharma Company as he is not its consumer and such demand made by the respondents from the appellant is

illegal. Like-wise the Service Connection of the appellant is not the link connection of the subject Service Connection.

33. The learned Forum has returned the complaint on 07.08.2024 without giving an opportunity of being heard to the appellant. At this stage it is necessary to refer to the proviso to Clause 2.37(d) of the Regulation which is important, which is as under:-

“Provided that no grievance shall be rejected in writing unless the Complainant or Association of persons has been given an opportunity of being heard.”

This proviso makes it mandatory that no grievance shall be rejected or returned in writing unless the complaint or association of persons has been given the opportunity of being heard. In the present case, in respect of Appeal No. 23 of 2024-25 it appears that no opportunity was given by the learned Forum to the appellant for submitting his arguments. On this ground also, the impugned Award/order of the learned Forum is liable to be set aside. The learned Forum has not considered the material on record properly and came to the in-correct conclusion. Accordingly, I hold that the demand of the respondents to pay the arrears of electricity charges etc., of M/s. Meghana Pharma Company from the appellant is illegal, the domestic Service Connection of the appellant is not the link service to M/s. Meghana Pharma Company. Hence the Award in C.G.No. 291/2023-24/Secunderabad Circle dt.09.06.2024 and the Award/Order dt.07.08.2024 are liable to be set aside

and the appellant is entitled for reconnection of his Service Connection without payment of arrears of M/s. Meghana Pharma Company. These points are accordingly decided in favour of the appellant and against the respondents.

POINT No. (v)

34. In view of the findings on point Nos. (i) to (iv), the appeals are liable to be allowed.

RESULT

35. In the result, the appeal No. 20 of 2024-25 is allowed. The Award in C.G.No.291/2023-24/Secunderabad Circle dt.09.06.2024 is set aside. The demand of the respondents to pay the arrears of electricity charges etc., of M/s. Meghana Pharma Company from the appellant (owner of the subject premises) is illegal.

The appeal No. 23 of 2024-25 is allowed. The Award/order in Lr.No. Chairperson/CGRF-II/Complaint Return / D.No.367/24-25 dt.07.08.2024 is set aside. The Service Connection No.S6004023 of the appellant is not the link service to M/s. Meghana Pharma Company. The appellant is entitled for reconnection of his Service Connection without payment of arrears of M/s. Meghana Pharma Company. The respondents are directed to reconnect it. The respondents are directed to comply with this common Award within one month from the date of receipt of copy of the Award and file compliance report.

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 9th day of September 2024.

**Sd/-
Vidyut Ombudsman**

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7. The Superintending Engineer/OP/Secunderabad /TGSPDCL/Secunderabad
8. The Chief General Manager/Commercial/TGSPDCL/Mint Compound / Hyderabad

Copy to

9. The Chairperson, Consumer Grievances Redressal Forum of TGSPDCL- 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.