



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

**:: Present:: Sri. NAGARAJ NARAM**

Thursday the Fifth Day of May 2022

**Appeal No. 38 of 2020-21**

Preferred against Lr. No. CGRF-1 / TSSPDCL / D. No. 243  
/ 2020-21 dated.30.01.2021

Between

M/s. Sheetal Shipping and Metal Processors Ltd.,  
Through its Director, Sri. Shyam Sunder Agarwal,  
#5-5-103 to 105 / 6,  
Meher Complex, 1<sup>st</sup> Floor,  
Ranigunj, Secunderabad - 500 003.  
Cell: 9866633081.

... Appellant

AND

1. The ADE /OP / Alair / TSSPDCL / Yadadri Bhongir Dist.
2. The SAO / OP / Yadadri / TSSPDCL / Yadadri Bhongir Dist.
3. The DE / OP / Bhongir / TSSPDCL / Yadadri Bhongir Dist.
4. The SE / OP / YDD Circle / TSSPDCL / Yadadri Bhongiri Dist. .... Respondents

The above appeal, filed on 05.03.2021 coming up for final hearing before the Vidyut Ombudsman for the state of Telangana on 31.07.2021 at Hyderabad in the presence of Sri. Shyam Sunder Agarwal - Appellant and Sri. R. Ramana Reddy – SAO /OP / Yadadri, Sri. K. Ranjith Reddy - JAO for the Respondents and having considered the record and submissions of both parties, the Vidyut Ombudsman passed the following;

**AWARD**

This is an appeal preferred against the rejection of the complaint through letter of CGRF vide Lr. No. CGRF-1 / TSSPDCL / D. No. 243 / 2020-21 dated 30.01.2021.

2. The appellant has stated and raised the following submission and grounds in the appeal.

- a. We would like to inform you that we have lodged a complaint before the CGRF-1 on 13.11.2020 with a request to dismantlement of service connection bearing HT SC No.YDD-557 by withdrawing fictitious demand raised by the respondents as follows:-

i. July 2016 CC bill not paid	Rs 9,02,422/-
ii. August 2016 CC bill not paid	<u>Rs 8,72,725/-</u>
Total	Rs 17,75,147/-
ACD available with the department (to deduct)	Less <u>Rs 11,25,000/-</u>
Balance payable	Rs 6,50,147/-
iii. Minimum bill raised for September 16 and October 16	Rs 69,31,308/-
iv. FSA Wrongly charged	Rs 25,98,732/-
v. Surcharge on CC bills	Rs 37,76,100/-
vi. Voltage difference charges from October 2007 to September 2007 (12 years)	Rs 49,32,573/-
vii. Surcharge on voltage difference	Rs 3,74,876/-
viii. Court cases pending	Rs 2,30,649/-
ix. Again FSA Charged	<u>Rs 18,99,478/-</u>
Total payable as per department	<u>Rs 2,13,93,893/-</u>

b. Consequently, the forum has registered my grievance complaint vide CG No. 66 / 2020-21 and the office of the forum sent notices to the opposite party that is respondents for submission of written remarks. Accordingly they have filed a written statement vide Lr No. SE / OP / YDD / SAO / JAO-HT-I & II / SA 1 & 11 D. No.1059 / 20 dated 23.11.2020. We have filed a rejoinder against the counter filed by the respondents on 16.12.2021. But the office of the forum blindly issued a notice vide Lr. No. CGRF-I / TSSPDCL / D. No. 243 / 2020-21 dated 30.01.2021 without verifying the records stating that:-

“On perusal of the written submission filed by the respondents, it is observed that the matter is pending before the Hon’ble Supreme Court of India.

In terms of Clause 2.37 of Regulation No.3 of 2015, the forum has no jurisdiction, where the matter is Sub-Judice. Hence the complaint of the complainant is hereby rejected.”

c. The forum failed to issue orders in that case and simply they mentioned that the matter is pending before the Hon’ble Supreme Court of India and also they failed to mention the case number as they mentioned in their notice. Hence

this representation.

3. Submissions against the representation have been made by the officers of the licensee as below. The SE / OP / Yadadri submitted his written submissions vide letter dated 16.03.2021 stating as follows:-

a. We had received a letter stating to submit a written submission for the complaint raised with regard to set aside of impugned notice issued by the CGRF-1 against the SC No. YDD 557, M/s. Sheetal Shipping and Metal Processors Limited., Sharajipet village, Alair mandal, Yadadri Bhongir district. In this connection the following written submission is made.

b. After the service HT Agreement was terminated with effect from 19.10.2018 as per the course of action revised from "A" notice was issued for payment of dues existing against your HT SC No. YDD 557, but payment had not been received till date. Revised Form "B" notices were also issued for payment of dues but payment had not been received till date. After the expiry of the Form "B" notice a Form "C" notice was issued by the District Collector as an arrears of land revenue Section 5 of the Andhra Pradesh State Electricity Board (Recovery of dues) Act 1984 for the arrears of Rs. 1,87,23,282/- excluding future surcharge until payment received. Further an amount of Rs 18,99,478/- pending against the FSA payable as per the outcome of the Court case.

c. A proposal had been received from the consumer stating the details of arrears pending and requested to dismantle the service and waive off the charges since the company is sick and the industry is not in a position to pay the amount.

d. After careful examination of the representation there is no such powers to us to waive off the arrears against the HT SC No. YDD 557, M/s. Sheetal Shipping and Metal Processors Limited Sharajipet village, Alair mandal, Yadadri Bhongir district. Only we can give you the details of the arrears pending since the expiry of the payment notice with regard to Form "C" is already lapsed and the arrears pending against the service had already been intimated to the District Collector.

e. Note query raised by the consumer

I . July 2016 CC bill not paid Rs 9,02,422/-

ii. August 2016 CC bill not paid Rs 8,72,725/-

Total Rs 17,75,147/-

ACD available with the department (to deduct) Less Rs 11,25,000/-

Balance payable Rs 6,50,147/-

iii. Minimum bill raised for

September 16 and October 16

Rs 69,31,308/-

Reply:-

f. The service had been disconnected on 01/2017. The service has been released on 19.10.2015. As per the HT agreement supply should be availed for a minimum period of 2 years from the date of agreement comes into force. The HT agreement will be completed on 19.10.2017. The details of month wise accumulated arrears as on date of disconnection as well as on date of termination is as follows:-

PART(A)

Calculation of arrears arrived against HT SC No.YDD557, M/s Sheetal Shipping & Metal Processors Ltd., Alair (M)					
Sl. No.	Description	Amount in Rs	Je Debit	Payment particulars	Amount in Rs
1.	Opening balance as on 18.06.2016	-2050.48		0	2050.48
2.	July-2016	902422		0	9,02,422.00
3.	August-2016	872725		0	8,72,725.00
4.	September-2016	432691		0	4,32,691.00
5.	October-2016	3043635	2598762	0	30,43,635.00
6.	November-2016	454006		0	4,54,006.00
7.	December-2016	459538		0	4,59,538.00
8.	January-2017	493762		0	4,93,762.00
Arrears as on date of disconnection 01/2017					66,56,728.52

PART(B)

Minimum bill from the date of disconnection till the date of termination of HT agreement

Sl. No.	Description	Amount in Rs	Je Debit	Payment particulars	Amount in Rs
1.	February-2017	500942		0	5,00,942.00
2.	March-2017	498835		0	4,98,835.00
3.	April-2017	443420		0	4,43,420.00
4.	May-2017	516984		0	5,16,984.00

5.	June-2017	526061		0	5,26,061.00
6.	July-2017	528754		0	5,28,754.00
7.	August-2017	538739		0	5,38,739.00
8.	September-2017	545461		0	5,45,461.00
9.	October-2017	547242		0	5,47,242.00
Arrears as on date of disconnection 01/2017					46,46,438.00
PART (C) :- PART (A) + PART (B)					1,13,03,166.52
PART(D) Less :- Available security deposit					11,25,000.00
PART(E) Total Dues as on date of termination of agreement excluding surcharge as well as court cases					1,01,78,166.52

g. Query raised by the consumer

In the representation stated that FSA wrongly charged is Rs. 25,98,762.00 including surcharge.

Reply: The details of the FSA which have been arrived is with reference to the judgment dated 05.07.2016 in C. A. No. 5542 / 2016 passed by the Hon'ble Supreme Court. Further, it is stated that FSA raised is Rs. 18,77,085.00 and surcharge is Rs. 7,21,677.00 (769 days) instead of Rs. 19,18,523.00. As such surcharge will also vary and thus arrived at Rs. 7,37,672.00. Therefore, total FSA and surcharge thereof to be demanded is Rs. 26,56,195.00 but demanded only Rs. 25,98,762.00

Sl. No	Levied Month	Consumption Month	BKWH	FSA Rate	Total FSA	Installments paid	FSA payable	Total
1.	April-14	Oct-11	43680	0.9487	41,439		41439	Not considered for raising
2.	May-14	Nov-11	218180	0.9487	2,06,987		2,06,987	
3.	June-14	Dec-11	150740	0.9487	1,43,007		1,43,007	
4.	July-14	Jan-12	269500	0.9484	2,55,863		2,55,863	
5.	Aug-14	Feb-12	197550	0.9494	1,87,554		1,87,554	
6.	Sep-14	Mar-12	23960	0.9494	22,748		22,748	8,57,599
7.	Nov-13	May-11	239920	0.3258	78,166		78,166	78,166
8.	Dec-13	June-11	179600	0.3258	58,514		58,514	
9.	Jan-14	July-11	176630	1.0348	1,82,777		1,82,777	

10.	Feb-14	Aug-11	204270	1.0348	2,11,379		2,11,379	
11.	Mar-14	Sep-11	177990	1.0348	1,84,184		1,84,184	6,36,853
12.	July-13	Jan-11	277695	1.2239	3,39,871	2,56,479	83,392	
13.	Aug-13	Feb-11	199322	1.2239	2,43,950	1,70,127	73,823	
14.	Aug-13	Nov-12	72390	0.547	39,597		39,597	
	Aug-13 Total						1,13,421	
15.	Sep-13	Mar-11	243636	1.2239	2,98,186	1,49,093	1,49,093	3,45,906

h. Query raised by the consumer

Surcharge on CC bills Rs 37,76,100/-

Reply: The licensees shall charge the delayed payment surcharge (DPS) on the bill mount at the rate of 5 paise / INR 100 / day or INR 550 which is higher as per the tariff conditions. Surcharge at the rate of 5 paisa per day from 20.10.2017 to 31.10.2019 which had been mentioned in Form (A) and revised (Rs 1,01,78,167 \* 0.05/100 \* 742 days = Rs. 37,76,100.00)

i. Query raised by the consumer

Surcharge on voltage difference is Rs 49,32,573.00

Reply:-The licensee issued a letter in Lr. No. SE / OP / YDD / SAO / JAO / HT I & II / D. No. 100 / 19 dated 22.05.2019. As per the above letter, 15 days' notice had already been issued for wrong voltage billing at 33 KV tariff instead of 11 KV tariff (common feeder) for payment of Rs. 49,32,573/-. After the default in payment the surcharge has been levied. Further it is to note that the department has bared the postponement of revenue and loss and has been occasioned, also till to date the payment has not been received.

j. Query raised by the consumer

Surcharge on voltage difference is claimed at Rs. 3,74,876.00

Reply: As stated earlier surcharge at the rate of 5 paisa per day from 01.06.2019 to 31.10.2019 which had been mentioned in Form (A) is revised (Rs. 49,32,573\*0.05/100\*152 days = Rs 3,74,876.00).

k. Query raised by the consumer

There is a court case pending in respect of an amount of Rs. 2,30,649/-

Reply: The details of the court cases existing in the ledger with regard to FSA

is as follows:-

FSA COURT CASE AMOUNT EXISTING IN THE LEDGER					
Sl. No.	Month levied	Consumption month	Total-BKWH	FSA Rate	Total FSA
1.	July-10	April-08	303221	0.12	36,386.00
2.	Jul-12	April-09	270050	0.4255	1,14,906.00
3.	Oct-12	April-10	157900	0.1513	23,890.00
4.	Nov-12	May-10	366600	0.1513	55,467.00
Total					2,30,649.00

I. Query raised by the consumer:-

In the representation it is stated that again FSA charges of Rs. 18,99,478.00 is mentioned

Reply:- Breakup of FSA which is not at all related to the same consumption months. The details is as follows:-

UNBILLED FSA OF HT SC No.YDD557						
Sl. No.	Levied Month	Consumption month	Total BKWH	FSA Rate	Total FSA	FSA Payable
1.	Aug-10	May-08	233390	0.12	27,996	27,996
2.	Sep-10	Jun-08	309000	0.12	37,080	37,080
3.	Oct-10	Jul-08	200700	0.4	80,280	80,280
4.	Nov-10	Aug-08	197900	0.4	79,160	79,160
5.	Dec-10	Sep-08	228400	0.4	91,360	91,360
6.	Jan-11	Oct-08	220200	0.9	1,98,180	1,98,180
7.	Feb-11	Nov-08	312900	0.9	2,81,610	2,81,610
8.	Mar-11	Dec-08	286200	0.9	2,57,580	2,57,580
9.	April-11	Jan-09	257500	0.36	92,700	92,700
10.	May-11	Feb-09	241500	0.36	86,940	86,940
11.	June-11	March-09	203800	0.36	73,368	73,368
12.	Oct-12	July-09	213500	0.4938	1,05,426	1,05,426
13.	Nov-12	Aug-09	127200	0.4938	62811	62811
14.	Dec-12	Sep-09	200200	0.4938	98,859	98,859
15.	Jan-13	Oct-09	182900	0.0978	17,888	17,888
16.	Feb-13	Nov-09	236600	0.0978	23,139	23,139

17.	Mar-13	Dec-09	215260	0.0978	21,052	21,052
18.	April-13	Jan-10	181040	0.3384	61,264	61,264
19.	May-13	Feb-10	213578	0.3384	72,275	72,275
20.	June-13	March-10	295800	0.3384	1,00,099	1,00,099
21.	Dec-12	June-10	201000	0.1513	30,411	30,411
Total					18,99,479	18,99,479

The details of accumulated arrears is as follows:-

**PART A**

Sl. No.	Description	Amount
1.	Arrears as on date of disconnection in Jan-2017	66,56,728.28
2.	Minimum bill from the date of disconnection till the date of termination of HT agreement that is 19.10.2017	46,46,438.72
3.	FSA short levied and surcharge	57,433.00
4.	Available CD adjusted	11,25,000.00
5.	Total dues of CC charges as on date of termination of HT agreement (5 = 1+2+3-4)	1,02,35,600.00
6.	Surcharge at the rate of 1.5% per month of 0.05 paise per day (19.10.2017 to 16.11.2020) (excluding surcharge to be paid until the payment received) (Rs. 1,02,35,600*0.05 / 100*1124)	57,52,407.20
7.	Shortfall raised during June-2019 for voltage difference in billing	49,32,573.00
8.	Surcharge on shortfall demand raised above (from 01.06.2019 till 09.11.2020) (Rs 49,32,573*0.05/100*527)	12,99,732.98
9.	Total dues as on 09.11.2020 to be paid (9=5+6+7+8)	2,22,20,313.00

**PART B**

Sl. No.	Description	Amount in Rs
1.	Court cases amount pertaining to FSA 04/2008	36,387.00
	Court case amount pertaining to FSA 04/2009	1,14,906.00
	Court case amount pertaining to FSA 04/2010 and 05/2010	79,357.00
	Total court case amount as per E.B.S Ledger is	2,30,649.00



2	Unbilled FSA from the period 05 / 2008 till 03/2009 from 0 / 2009 till 03 / 2010 and 06 / 2010 which is in the court and not entered in the E.B.S		18,99,479.00
3.	Total Court case amount is (3=1+2)		21,30,128.00

**PART C (ABSTRACT)**

1.	Total CC charges due including surcharge till 09.11.2020	2,22,20,313.00
2.	Total Court cases pending excluding surcharge	21,30,128.00
3.	Total CC charges as well as court cases due is (3=1+2)	2,43,50,441.00

m. We had issued a notice to the consumer for payment through register post as well as by intimating through Whatsapp on 26.11.2020 for payment of Rs. 2,43,50,441/- immediately or else the element of surcharge will attracted and the said dues is calculated up to 16.11.2020. Further future surcharge will attracted until payment received in order to dismantle the HT SC No. YDD 557, appellant.

4. The appellant filed his rejoinder vide letter dated 25.03.2021 stating as follows:-
- a. That the respondent No. 4 issued the Form A (Revised) bearing No. 272 A / 01.11.2019 dated 1.11.2019 for Rs. 2,13,91,843/-. That the respondent No. 4 vide its letter No. SE / OP / YDD / SAO / JAO HT- I & II / D. No. 1168 / 2020 dated 27.01.2021 informed the appellant that the due amount is Rs. 1,87,23,282/-. It is also to be noted that the respondent No. 4 vide letter No. SE / OP / YDD / SAO / JAO HT I & II / SA I & II D. no. 1267 / 20 dated 16.03.2021 filed its counter before this authority. In this letter also it is admitted that the due amount of Rs. 1,87,23,282/-. Hence, the grievances in the present appeal are restricted to Rs. 1,87,23,282/-.
- b. That the appellant has not paid the C.C. Charges of July, 2016 of Rs. 9,02,422/- and August, 2016 of Rs. 8,72,725/- thus amounting to Rs. 17,75,147/-.
- c. If the security deposit of Rs. 11,25,000/- (excluding interest accrued as on date of adjustment) adjusted from Rs. 17,75,282/- the balance C.C. Charges payable will be Rs. 6,50,147/- as on 09.0009.2016 that is due date for August, 2016 bill.

d. In reply to claim of minimum charges raised for Rs. 66,56,728/- from July, 2016 to January, 2017 and Rs. 46,46,438/- from February, 2017 to October, 2017 it is stated as follows. The amount claimed by the respondent No. 4 for September, 2016 bill dated 26.09.2016 is Rs. 4,32,691/- and for October, 2016 bill dated 26.10.2016 is Rs. 4,44,873/- considering the CMD of 750 KVA. In this regard it is to be noted that the appellant vide its letter dated 03.08.2016 filed before respondent Nos. 3 and 4 on 05.08.2016 along with copy to CMD given notice for deration of CMD 750 KVA to 70 KVA. As per amended Clause No. 5.9.4.2 of GTCS vide proceeding No. TSERC / Secy / 59-16 / 2016 dated 26.10.2016 the respondents ought to have derated the CMD from 750 KVA to 70 KVA with effect from 03.09.2016 as the minimum period of one year is completed as on 30.9.2016 apart from the compliance of minimum period of two years as per HT agreement dated 12.10.2007 that is as on 12.10.2009 this appellant has complied the minimum two years period obligation with CMD of 750 KVA. It is pertinent to mention that the Hon'ble ERC vide Lr. No. APERC / E- 223 / DD-Dist / 2009 dated 15.10.2009 issued clarification in respect of deration of CMD in para No. 4 in the event of amended agreement or revised agreement. Accordingly, the deration has to be effected from 03.09.2016 from 750 KVA to 70 KVA and bills with effect from 03.09.2016 has to be revised. Further, as per Clause 5.9.4.3 of GTCS the respondents have to terminate the HT agreement of this appellant as on May, 2017 as they have disconnected power supply in January, 2017 in compliance with Clause 5.9.4.3 of GTCS.

e. In reply to claim of Rs. 49,32,573/- towards difference between 33 KV tariff and 11 KV tariff, it is stated as follows. That the respondent No. 4 vide letter No. SE / OP / YDD / SAO / JAO HT I & II / D. No. 100 /19 dated 22.05.2019 claimed an amount of Rs. 49,32,573/- towards a difference of 33 KV tariff and 11 KV tariff of energy charges in violation of provision of tariff orders and GTCS pertaining to the period from October, 2007 to September, 2017. That the HT agreement entered and was in operation during the period from 2007 to 30.09.2015 was terminated / cancelled and vide letter No. SE / Opp / Nlg / Comml. / F. HT / D. No. 1602 / 15 dated 30.9.2015 collected the fresh development charges of Rs. 9,00,000/- and security deposit of Rs. 11,25,000/- Hence, any claim pertaining to the period from 2007 to 30.9.2015 is not correct, illegal, in violation of provisions of Electricity Act, 2003 and liable to be set aside.

f. FINANCIAL YEAR 2007 – 08:

In table 33 at page No. 130 of tariff order dated 20.03.2007 the Hon'ble Commission determined the energy charges and demand charges payable by the consumer based on category-wise. At page No. 132 HT industry general tariff is determined as 132 KV and above, 33 KV and 11 KV and below. The Hon'ble Commission approved the energy charges for 33 KV at 283.15 paise per unit and at 302.90 paise per unit for 11 KV and below.

g. FINANCIAL YEAR 2008 – 09:

In schedule D at page No. 178 of tariff order dated 20.03.2008 the Hon'ble Commission determined the demand charges and energy charges payable by the consumers based on voltage of supply that is supply at 11 KV, supply at 33 KV and supply 132 KV. Energy charges for 132 KV category at 275 paise per unit, for 33 KV at 300 paise per unit and for 11 KV at 325 paise per unit.

h. FINANCIAL YEAR 2009 – 10:

In schedule D at page No. 208 of tariff order dated 20.03.2009 the Hon'ble Commission determined the demand charges and energy charges payable by the consumers based on voltage of supply that is supply at 11 KV, supply at 33 KV and supply 132 KV. Energy charges for 132 KV category at 270 paise per unit, for 33 KV at 295 paise per unit and for 11 KV at 320 paise per unit.

i. FINANCIAL YEAR 2010 – 11:

In schedule D at page No. 171 of tariff order dated 22.07.2010 the Hon'ble Commission determined the demand charges and energy charges payable by the consumers based on voltage of supply that is supply at 11 KV, supply at 33 KV and supply 132 KV. Energy charges for 132 KV category at 297 paise per unit, for 33 KV at 325 paise per unit and for 11 KV at 352 paise per unit.

j. FINANCIAL YEAR 2011 – 12:

In part A at page No. 156 - 157 of tariff order dated 30.03.2011 the Hon'ble Commission determined the demand charges and energy charges payable by the consumers based on voltage of supply that is supply at 11 KV, supply at 33 KV and supply 132 KV. Energy charges for 132 KV category at 297 paise per KVAH, for 33 KV at 325 paise per KVAH and for 11 KV at 352 paise per unit.

k. FINANCIAL YEAR 2012 – 13:

In part B at page No. 176 – 177 of tariff order dated 30.03.2012 the Hon'ble Commission determined the demand charges and energy charges payable by

the consumers based on voltage of supply that is supply at 11 KV, supply at 33 KV and supply 132 KV. Energy charges for 132 KV category at 397 paise per KVAH, for 33 KV at 437 paise per KVAH and for 11 KV at 480 paise per KVAH.

l. FINANCIAL YEAR 2013 - 14:

In part B at page No. 200 - 201 of tariff order dated 30.03.2013 the Hon'ble Commission determined the demand charges and energy charges payable by the consumers based on voltage of supply that is supply at 11 KV, supply at 33 KV and supply 132 KV. Energy charges for 132 KV category at Rs. 4.90 per KVAH, for 33 KV at Rs. 5.30 per KVAH and for 11 KV at Rs. 5.73 per KVAH.

m. FINANCIAL YEAR 2014 - 15:

The tariff order of financial year 2013 – 14 is continued for financial year 2014 – 15. The Telangana state was formed on 02.06.2014.

n. FINANCIAL YEAR 2015 - 16:

In part B at page No. 209 - 210 of tariff order dated 27.03.2015 the Hon'ble Commission determined the demand charges and energy charges payable by the consumers based on voltage of supply that is supply at 11 KV, supply at 33 KV and supply 132 KV. Energy charges for 132 KV category at Rs. 5.10 per KVAH, for 33 KV at Rs. 5.60 per KVAH and for 11 KV at Rs. 6.00 per KVAH. The Hon'ble Commission also at page No. 216 in clause 6 (3) (ii) (iii) clarified that "the licensee shall levy the tariff as per actual supply voltage."

o. FINANCIAL YEAR 2016 - 17:

In part B at page No. 225 to 226 of tariff order dated 23.06.2016 the Hon'ble Commission determined the demand charges and energy charges payable by the consumers based on category i.e., supply at 11 KV, supply at 33 KV and supply 132 KV. Energy Charges for 11 KV category at Rs. 6.65 per KVAH, for 33 KV at Rs. 6.15 per KVAH and for 132 KV at Rs. 5.65 per KVAH. Also determined that "The normal energy for respective voltages are applicable during 10:00 am to 06:00 pm."

p. In view of the above explained legal position the respondents have claimed the tariff rate of energy consumption applicable of 33 KV tariff rate rightly as this appellant actual supply of power is at 33 KV supply line and this appellant also paid the same from October, 2007 to September, 2017;

q. Apart from the above explained facts, the claim of Rs. 49,32,573/- is barred as the same is in violation section 56 (2) of Electricity Act, 2003 (Act, 2003).

The relevant portion is extracted hereunder for kind ready reference

“..... No sum due from any consumer, under this section shall be recoverable after the period of two years from date when such sum became first due unless such sum has been shown continuously as recoverable as arrears of charges for electricity supplied and the licensee shall not cut off the supply of the electricity.”

r. In respect of Section 56 (2) of Act, 2003 the Hon'ble Supreme Court of India in its judgment dated 18.02.2020 in C.A. No. 1672 of 2020 at para No. 6.6 held that

“The liability to pay arises on the consumption of electricity. The obligation to pay would arise when the bill is issued by the licensee company, quantifying the charges to be paid. Electricity charges would become “first due” only after the bill is issued to the consumer, even though the liability to pay may arise on the consumption of electricity.”

s. It is pertinent to note that in the present case no bill was issued as on the date pertaining to the period from October, 2007 to September, 2017 hence, the issue of notice vide letter No. SE / OP / YDD / SAO / JAO HT I & II / D. No. 100 / 19 dated 22.05.2019 is not correct, illegal, in violation of above said provision and liable to be set aside.

t. It is pertinent to note that the revised bill has to be issued in compliance with clause VII 7.1 (ii) of Regulation 5 of 2016 dated 16.07.2016.

u. In view of the above explained facts, this appellant pray to this authority to pass an award:-

1. To set aside the claim of Rs. 66,56,728/- claimed during the period from July, 2016 to January, 2017 and Rs. 46,46,438/- claimed during the period from February, 2017 to October, 2017 towards minimum charges considering CMD of 750 KVA instead of CMD of 70 KVA;
2. To effect deration of CMD from 750 KVA to 70 KVA with effect from 3.9.2016 in compliance of Clause VII 7.1 (ii) of Regulation 5 of 2016;
3. To set aside the claim of Rs. 49,32,573/- claimed towards difference between 33 KV tariff rate and 11 KVA tariff rates;
4. To issue revised bills in compliance of Clause VII 7.1 (ii) of Regulation 5 of 2016 dated 16.07.2016; and

5. The SE / OP / Yadadri submitted his further written submissions vide letter dated 06.04.2021 stating as thus:-

a. The date of release of supply to the HT Sc No. YDD 557 is 19.10.2015. The security deposit will be adjusted only after the expiry of the HT agreement minimum period. Even if the date of disconnection is within the minimum period then also the security deposit will be adjusted after the expiry of the HT agreement period.

b. For HT sc no. YDD 557 the minimum agreement period is upto 19.10.2017 (that is upto 2 years from the date of release of supply). There is no possibility for deration of CMD from 750 KVA to 70 KVA during the minimum period of HT agreement period. Since the application for creation of CMD from 750 KVA to 70 KVA was given on 05.08.2016 which falls during the jurisdiction of the minimum HT agreement period. Further as per the proceedings No. TSERC / Secy / 159-16 / 2016 dated 26.10.2016 clearly specifies that the order will come into force with effect from 26.10.2016, but whereas the service had been released on 19.10.2015 so there is no question of one year agreement period.

c. As per the HT agreement concluded on 12.10.2007 the consumer agreed with the following conditions:-

1. We agree to pay development charges for 1525 KVA CMD.
2. We have no objection for billing at 11 KV tariff rates for 750 KVA CMD and up to a load of 1500 KVA.
3. We will not avail third party power purchase upto 1525 KVA CMD.
4. We will install a current transformer for APCPDCL 33 KV VCB Protection.

Further it is to submit that the same owner of the service has got the service revoked during 19.10.2015 under sick unit revival scheme.

d. After careful examination the voltage difference shortfall amount of Rs. 49,32,573/- had noticed a difference in the tariff rates while calculating the shortfall amount. At present this has been rectified and traced out that only Rs 36,57,684/- has been traced out as voltage difference. Further the tariff rate with regard to energy charges and demand charges from the period 2007 till to date is as follows:-

Sl. No.	Tariff Period	Charges in 11 KV Tariff Rs	Energy Charges in 33 kv tariff Rs	Demand charges in 11 kv tariff Rs	Demand charges in 33 kv tariff Rs
1.	April 07 to March 08	3.3	3.1	195	230
2.	April 08 to March 09	3.25	3.00	195	230
3.	April 09 to March 10	3.2	2.95	195	230
4.	April 10 to July 10	3.2	2.95	195	230
5.	Aug 10 to Mar 12	3.52	3.25	0	0
6.	April 12 to Mar 13	4.8	4.37	0	0
7.	April 13 to April 14	5.73	5.3	0	0
8.	Oct 15 to June 16	6.65	6.15	0	0
9.	July 16 to Sep 16	6.65	6.15	0	0

e. Since there is a difference in the voltage difference shortfall amount the arrears pending as on 31.07.2019 and as on the date that is 31.03.2021 will differ which is as follows:-

Sl. No.	Description	Arrears pending as on 31.07.2019 Amount in Rs	Description	Arrears pending as on 31.03.2021 Amount in Rs
1.	CC charges as on date of termination of agreement	1,01,78,167.00	CC charges as on date of termination of agreement	1,01,78,167.00
2.	Surcharge @ 1.5% per month from 19.10.2017 till 31.07.2019 (650 days)	33,07,904.00	Surcharge @ 1.5% per month from 19.10.2017 till 31.03.2021 (1259 days)	64,07,156.00
3.	Shortfall for voltage difference in billing	36,57,684.00	Shortfall for voltage difference in billing	36,57,684.00
4.	Surcharge @ 1.5% per month from 01.06.2019 to 31.07.2019 (60 days)	1,09,731.00	Surcharge @ 1.5% per month from 01.06.2019 to 31.03.2021 (669 days)	12,23,495.00
5.	Court case amount	2,30,649.00	Court case amount	2,30,649.00

	(excluding surcharge to be levied)		(excluding surcharge to be levied)	
6.	Total amount pending as on 31.07.2019	1,74,84,135.00	Total amount pending as on 31.07.2021	2,16,97,151.00
7.	Unbilled FSA which is in the jurisdiction of Hon'ble High Court	18,99,479.00	Unbilled FSA which is in the jurisdiction of Hon'ble High Court	18,99,479.00
8.	Total amount pending as on 31.07.2019 including court cases	1,93,83,614.00	Total amount pending as on 31.03.2021 including court cases	2,35,96,300.00

6. The appellant has filed its arguments vide letter dated 17.07.2021 stating as below.

a. ISSUE NO. 1: CLAIM OF MINIMUM CHARGES WITHOUT EFFECTING THE DERATIONS OF CMD:

The respondents claimed minimum charges of Rs. 66,56,728/- from July, 2016 to January, 2017 and Rs. 46,46,438/- claimed from February, 2017 to October, 2017 considering the CMD of 750 KVA during the period from July, 2016 to October, 2017 without giving effect of deration of CMD from 750 KVA to 70 KVA with effect from 05.09.2016 as the one month notice was filed on 05.08.2016.

b. ISSUE NO. 2: CLAIM OF RS. 49,32,573/- TOWARDS DIFFERENCE OF 33 KV TARIFF AND 11 KV TARIFF:

The claim of Rs. 49,32,573/- towards the difference of tariff applicable to the consumer from the category of 33 KV to 11 KV from October, 2007 to September, 2017 is in violation of applicable provision of tariff rates of respective financial years.

The bills from July, 2016 to October, 2017 have to be revised considering the CMD of 70 KVA in compliance with amended clause No. 5.9.4.2 of GTCS vide proceeding No. TSERC / Secy / 59-16 / 2016 dated 26.10.2016 and revised bills to be issued in compliance of clause VII, 7.1 (ii) of Regulation 5 of 2016.

c. PROVISION OF LAW:

As per the provision of section 56 (2) of Act, 2003

“xxx ... 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 into cut off the supply of the electricity.”

As per Section 50 of Act, 2003 pertaining to electricity supply code the Hon'ble Commission framed rules in Regulation 5 of 2004. As per 4.1.5 iv of Regulation 5 of 2004

“Once the final bill is raised, the licensee shall not have any right to recover any charges(s) other than those in the final bill for any period prior to the date of such bill.”

d. The present demand of Rs. 66,56,728/-from July, 2016 to January, 2017 and Rs. 46,46,438/- claimed from February, 2017 to October, 2017 pertaining to Minimum Charges and Rs. 49,32,573/- pertaining to the year 2007 to 2017 that of difference amount by application the supply received from the 33 KV instead of 11 KV. It is hopelessly barred by provision of Act, 2003, regulations and law of limitation. Hence, it is our specific case that the levy / demand of difference of amount sought to be recovered from the appellant is highly illegal, unjust, contrary to the provisions of Act, 2003 and the rules in force.

e. LEGAL POSITION:

In support of the claim the following issues emerged for consideration of this Hon'ble Authority. The Hon'ble High Court in its order dated 21.11.2011 in W. P. No. 14893 of 2011 held as follows:-

“xxx ..... the impugned demand is raised for the period mentioned above under Section 56 (2) of the Act. Under the said provision no sum due from any consumer 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 recoverable as arrear of charges for the electricity supplied. In the instant case, admittedly, an amount of Rs. 69,671/- representing the purported due for September and October 2005, and for the period July 2006 to September 2006 and December 2006 was not shown as arrears of charges in the electricity bills. In the face of this admitted factual and legal position, the impugned order cannot be sustained and accordingly the same is quashed.”

The Hon'ble High Court for the State of Telangana and Andhra Pradesh in its order dated 26.09.2012 of W. P. No. 21179 of 2012 held as follows:-

“xxx.... The provisions of both the said Acts do not contain a provision similar to Section 56 (2) of the Act. As the very legislative intent in introducing Section 56 (2) of the Act is to prevent the licensee from recovering the amounts under stale claims. I am of the opinion that unless the licensee continues to show the disputed amount under the bills raised within two years from the date when the amount allegedly fell due, it cannot recover such amount from its consumers.

As admittedly the amount demanded under the impugned notice fell due more than two years prior to its demand and this amount was not shown in the bills issued during the two years period immediately following the period for which the amount fell due, the claim is barred by limitation as prescribed under Section 56 (2) of the Act. On the above premises, the impugned notice is set aside.”

f. Further, the Hon’ble Apex Court while considering the issue of claim for capacity charges by the AP Power Coordination Committed & Others from the generator after elaborate consideration, appreciation of the facts as the law it was held in para 30 as follows:-

“30. We have taken the aforesaid view to avoid injustice as well as possibility of discrimination. We have already extracted a part of paragraph 11 of the judgment in the case of State of Kerala V V.R. Kalliyankutty (supra) wherein Court considered the matter also in the light of Article 14 of the Constitution. In that case the possibility of Article 14 being attracted against the statute was highlighted to justify a particular interpretation as already noted. It was also observed that it would be ironic if in the name of speedy recovery contemplated by the statute, a creditor is enabled to recover claims beyond the period of limitation. Xxxx ... Hence, we hold that a claim coming before the Commission cannot be entertained or allowed if it is barred by limitation prescribed for an ordinary suit before the civil court.”

g. Further, in respect of deration of CMD the Hon’ble Apex Court in its judgement dated 30.04.2021 passed in C.A. No. 6145 of 2010 in its para No. 21 held as follows:-

“21. The application of the respondent dated 20.09.2007 for reduction of contract load/sanctioned load from 4000 KVA to 1325 KVA would be

deemed to have been allowed under the provisions of Regulation 9.2 of the Regulations of 2005, and the respondent shall be entitled to all consequential benefits.”

h. In the view of the above, the present claim of minimum charges and difference amount of billing for supply made from 33 KV to one in to 11 KV with retrospective effect from 2007 to 2017 is hopelessly barred and consequently the order of the Forum is patent, illegal, without any ruling, facts and taking into irrelevant considerations in to account.

i. Hence the appellant prays to allow the appeal as prayed for.

7. The appellant vide letter dated 24.07.2021 submitted a letter showing the chronology of events as below;-

Sl. No.	Date	Event
1.	05.03.2021	The appeal is directed against the order of the 1 <sup>st</sup> respondent / Forum, whereby the billing dispute raised by the appellant was dismissed without consideration of the issue raised and contrary to the law and provisions of the Act, as illegal, unjust and liable to be set aside.
2.	30.09.2015	The appellant is consumer and entered into HT Agreement is for supply of 750 KVA of CMD under sick industry revival scheme after closing of the unit during the year, 2014. The agreement duration is for 2 years commencing from the date of execution of agreement that is from 30.9.2015. The minimum period of two years is complied as on October, 2009 as the initial supply was availed from October, 2007. The Hon'ble TSERC vide proceeding No.59 / 16 dated 26.10.2016, reduced the condition of minimum period from two years to one year.
3.	03.08.2016	The appellant filed deration of CMD notice from 750 KVA to 70 KVA to the Superintendent Engineer, Nalgonda. As per amended clause 5.9.4.2 of GTCS vide proceeding No. 96 dated 31.05.2014 the deration is to be effected on expiry of 30 days from the date of notice.

4.	01.11.2019	The SE, Yadadri, Bhongir / 4 <sup>th</sup> respondent issued Form-A notice bearing No. 272 / A / 01-11-2019 dated 01.11.2019 for Rs. 2,13,91,843/-.
5.	22.05.2019	The SE, Yadadri / 4 <sup>th</sup> respondent vide letter No. YDD / SAO / JAO / HT I & II / D. No. 100 / 19, issued demand notice for Rs. 49,32,573/-pertaining to the claim of difference of tariff between 33 KV and 11 KV pertaining to the period from October,2007 to April,2014 and from October,2015 to September, 2017. The actual supply is made from 33 KV supply line, tariff claimed in C. C. Charges bill as 33 KV tariff only in the bill raised from October, 2007 to April, 2014 and from October, 2015 to September, 2017.
6.	27.01.2021	The SE, Yadadri, Bhongir / 4 <sup>th</sup> respondent issued Letter No. SE / OP / YDD / SAO / JAO HT- I & II / D. No. 1168 / 2020, dated. 27.01.2021, demanding to pay an amount of Rs.1,87,23,282/-by the appellant.

8. The appellant filed a rejoinder to the reply filed by the respondents vide letter dated 31.07.2021 stating as follows:-

a. The contents of the written reply of the respondent that there are no new contents mentioned and it is nothing but replica of the Counter defense filed by the respondent vide letter No. 267, dated 16.03.2021 before this Hon'ble Authority except the following:-

1. The reply of the respondent stating that the service was released as new service during 10 / 2015 is not correct. The service was initially released in October, 2007 and the minimum period of two years was complied as on October, 2009. During the month of October, 2015 the respondents have restored power supply under sick Industry scheme. Hence the HT agreement was again entered even though there was no such provision to enter new HT agreement and not required statutorily also; and
2. In the HT agreement of October, 2015 the minimum period is mentioned as two years in spite of the said minimum period is complied as on October,2009. The Hon'ble TSERC vide its proceeding No. 59, dated 26.10.2016 reduced the minimum period of two years to one year.

Hence, the ruling of the Hon'ble TSERC will prevail as the appellant and respondents agreed to abide by the GTCS conditions approved by the Hon'ble commission from time to time in clause No. 4 of said HT agreement.

b. Therefore it is prayed that the same may be pleased to receive on record and to pass appropriate orders.

9. The respondents submitted their final written submissions vide letter dated 30.07.2021 stating as follows:-

a. Reply for the issue No.1

It is to amiably submit that Rs. 66,56,728/- pertains to the arrears as on date of disconnection that is 19.01.2017 but does not pertains to minimum charges. Rs. 46,46,438/- pertains to minimum charges from the period 20.01.2017 till 19.10.2017 by considering the CMD of 750 KVA. It is to amiably submit that the service HT SC No. YDD 557 the minimum agreement period is up to 18.10.2017 (that is up to 2 years from the date of release of supply since the date of release of supply is 19.10.2015). There is no possibility for deration of CMD from 750 KVA to 70 KVA during the minimum period of HT agreement period. Since the application for deration of CMD from 750 KVA to 70 KVA was given on 15.08.2016 which falls during the jurisdiction of the minimum HT agreement period, further it is to submit that agreement and test report for derated load was not concluded for billing purpose.

b. Reply for issue No.2.

It is to amiably submit that with regard to voltage difference of Rs. 49,32,573/- for change of billing voltage from 33 KV to 11 KV. It had been clearly specified that the amount involved in voltage difference is Rs. 36,57,684/- instead of Rs. 49,32,573/-. It is stated once again that the deration of load from 750 KVA to 70 KVA does not apply since the HT agreement not yet completed. Further as per the proceedings No. TSERC / Secy / 159-16 / 2016 dated 26.10.2016 clearly specifies that the order will come into force with effect from 26.10.2016, but whereas the service has been released on 19.10.2015 so there is no question of minimum period of one year agreement.

c. Reply to the case:-

The service was released as new service on 18.10.2007 and HT agreement

concluded on 12.10.2007 vide Lr. No. SE / OP / NLG / Comml / F. HT / D. No. 5158 / 07 dated 19.10.2007. In the HT agreement it has been accepted that there is no objection for billing the service at 11 KV tariff rates for 750 KVA CMD up to a load of 1500 KVA. Subsequent to the release of HT service the supply was utilised till 28.11.2013 and the service went to disconnection for non payment of CC charges. The service was disconnected on 29.11.2013 and the HT agreement was terminated on 29.03.2014 vide Lr. No. SE / OP / NLG / SAO / HT / D. No.166 / 2014 dated 15.05.2014. The service was kept in bill stop during 04 / 2014. The service was released as new service during the period 10/2015 by entering into fresh agreement on 30.09.2015 vide Lr. No. SE / OP / NLG / Comml. / F. HT / D. No. 1602 / 15 dated 30.09.2015 duly following the terms and conditions as specified in the HT agreement. Therefore, the HT agreement period is valid for 2 years from 10 / 2015.

d. In view of the above further information is being submitted for pursuance.

1. Initial date of supply of power (1st time) on 18.10.2007.
  - a. CMD = 750 KVA
  - b. Supply voltage as per agreement = 33 KV
  - c. Billing voltage as per HT agreement to be done under 11 KV but oversight the billing was done with 33 KV.
2. Service disconnected on 29.11.2013 with arrears outstanding Rs 22,83,958/-.
3. HT agreement terminated on 29.03.2014 with and outstanding arrears of Rs 38,46,771/- (that is CC Rs 56,95,881 (-) Rs 18,49,110) (SD) vide termination Lr. No. SE / OP / NLG / SAO / HT / D. No. 166 / 2014 dated 15.10.2014.
4. FSA raised Rs 18,77,085/- on 01.11.2016 as per Hon'ble Supreme Court case from 01 / 2011 to 03 / 2012 and same was communicated to the consumer vide D. No. 1059 / 20 dated 23.11.2020.
5. Installment and restoration order given by CGM (Comml) on 21.05.2014 for an amount of Rs. 53,87,756/- vide Lr. No. CGM (Comml) / SE (C) / DE (C) / ADE-III / D. No. 649 / 14 dated 21.05.2014 but the consumer has not paid.
6. Restoration of power supply under sick unit revival order given by CGM (Comml) on 13.05.2015 and the consumer paid Rs. 39,96,870/-

and Rs. 1,12,076/- on 19.09.2015 respectively against the following elements of arrears,

Arrears as on date of disconnection	3,32,414.00
Monthly minimum charges (4 months)	16,39,456.00
Surcharge on arrears as on date of disconnection	1,11,020.00
Security Deposit	11,25,000.00
Development charges	9,00,000.00
Re-connection charges	<u>1,000.00</u>
Total	<u>41,08,896.00</u>

7. Restoration of power supply under sick unit revival order given by the CGM (Comml) on 30.09.2015 vide D. No.1628 / 2015 to restore the power supply.
8. HT agreement concluded and received on 30.09.2015 to release with 750 KVA to supply electricity at specified voltages of supply as per tariffs through Lr. No. SE / OP /Nlg / Comml / I / F /. HT / D. No. 1602 / 15 dated 30.09.2015 for a period of 2 years minimum and the same was communicated to the consumer.
9. Test report for restoration of power supply received dated 03.10.2015.
10. Reconnection of service order given by the SAO on 01.10.2015 vide D. No. 482 / 2015 on 01.10.2015.
11. The service was restored on 19.10.2015.
12. The service was disconnected on 19.01.2017 with an outstanding arrears of Rs. 66,56,728/-.
13. The HT agreement terminated with effect from 19.10.2017 for Rs. 1,04,08,816/- with the following elements:-

Arrears as on date of disconnection	66,56,728.00
Monthly Minimum Charges (4 months)	46,46,438.00
FSA (Court case)	<u>2,30,649.00</u>
Security deposit	(-) <u>11,25,000.00</u>
Total	<u>1,04,08,816.00</u>
14. A letter has been communicated to the consumer regarding voltage difference charges for an amount of Rs. 36,57,684/-.
15. Form "A" issued on 01.11.2019.
16. Form "B" issued on 16.08.2019.

17. Form "C" issued on 03.02.2020.

e. The break up as on 31.07.2019 as well as on 31.07.2021 against the HT SC No. YDD 557, M/s. Sheetal Shipping and Metal is as follows:-

Sl. No.	Description	Arrears pending as on 31.07.2019 Amount in Rs	Description	Arrears pending as on 31.03.2021 Amount in Rs
1.	CC charges as on date of termination of agreement	1,01,78,167.00	CC charges as on date of termination of agreement	1,01,78,167.00
2.	Surcharge at the rate of 1.5% per month from 19.10.2017 till 31.07.2019 (650 days)	33,07,904.28	Surcharge at the rate of 1.5% per month from 19.10.2017 till 31.07.2021(1381 days)	70,28,024.00
3.	Shortfall for voltage difference in billing	36,57,684.00	Shortfall for voltage difference in billing	36,57,684.00
4.	Surcharge at the rate of 1.5% per month from 01.06.2019 to 31.07.2019 (60 days)	1,09,730.52	Surcharge at the rate of 1.5% per month from 01.06.2019 to 31.07.2021 (791 days)	14,46,614.00
5.	Court case amount (excluding surcharge to be levied)	2,30,649.00	Court case amount (excluding surcharge to be levied)	2,30,649.00
6.	Total amount pending as on 31.07.2019	1,74,84,135.00	Total amount pending as on 31.07.2021	2,25,41,138.00
7.	Unbilled FSA which is in the jurisdiction of Hon'ble High Court	18,99,479.00	Unbilled FSA which is in the jurisdiction of Hon'ble High Court	18,99,479.00
8.	Total amount pending as on 31.07.2019 including court cases	1,93,83,614.00	Total amount pending as on 31.07.2021 including court cases	2,44,40,617.00



10. The appellant submitted additional rejoinder to the reply of the respondents vide letter dated 05.08.2021 stating as follows:-

a. It is submitted that the respondents have submitted the written supply on the written argument filed by this appellant on 17.07.2021 vide Lr. No. 2014 dated 30.07.2021. In the said reply, the respondents have shown the breakup of amounts in a tabular statement as on 31.07.2021. The reply of the appellant on the same are as follows:-

Sl. No.	Description	Arrears pending as on 31.07.2019 Amount in Rs	Description	Arrears pending as on 31.03.2021 Amount in Rs	Reply of the appellant
1.	CC charges as on date of termination of agreement	1,01,78,167.00	CC charges as on date of termination of agreement	1,01,78,167.00	The claimed amount is not correct hence liable to be set aside. However, the same will be subject to the final outcome of the present appeal
2.	Surcharge at the rate of 1.5% per month from 19.10.2017 till 31.07.2019 (650 days)	33,07,904.28	Surcharge at the rate of 1.5% per month from 19.10.2017 till 31.07.2021 (1381 days)	70,28,024.00	Surcharge on surcharge will not attract. Hence, the claim is illegal and liable to be set aside.
3.	Shortfall for voltage difference in billing	36,57,684.00	Shortfall for voltage difference in billing	36,57,684.00	The claimed amount is not correct hence liable to be set aside. However, the same will be subject to the final outcome of the present appeal
4.	Surcharge at the	1,09,730.52	Surcharge at	14,46,614.00	Surcharge on

	rate of 1.5% per month from 01.06.2019 to 31.07.2018 (60 days)		the rate of 1.5% per month from 01.06.2019 to 31.07.2021 (791 days)		surcharge will not attract. Hence, the claim is illegal and liable to be set aside.
5.	Court case amount (excluding surcharge to be levied)	2,30,649.00	Court case amount (excluding surcharge to be levied)	2,30,649.00	The claim of this amount is subject to reconciliation and final outcome of the Hon'ble Court
6.	Total amount pending as on 31.07.2019	1,74,84,135.00	Total amount pending as on 31.07.2021	2,25,41,138.00	This aggregate total is not correct. However, it will be subject to final outcome of the present appeal
7.	Unbilled FSA which is in the jurisdiction of Hon'ble High Court	18,99,479.00	Unbilled FSA which is in the jurisdiction of Hon'ble High Court	18,99,479.00	The claim of this amount is subject to reconciliation and final outcome of the Hon'ble Court
8.	Total amount pending as on 31.07.2019 including court cases	1,93,83,614.00	Total amount pending as on 31.07.2021 including court cases	2,44,40,617.00	This aggregate total is not correct. However, it will be subject to final outcome of the present appeal

Detailed reply of the appellant against the above statement

b. It is stated that as per the record available with the appellant the following amounts are payable:-

Sl. No.	Billing Month	Amount (Rs)	Remarks
1.	July 2016	9,02,422	The due date for July 2016, CC charges payment was 10.08.2016. The payment was not made hence as per section 56 (1) of Act, 2003 the respondents ought to have disconnected power supply on 25.08.2016 by giving 15 days notice. But not complied. If the disconnection date is 25.08.2016, the HT agreement as to terminate on 25.12.2016 as prescribed in clause 5.9.4.3 of GTCS. The clause also is not complied. However, if the respondents fails to issue termination notice the appellant not liable to pay any minimum charges for the period beyond 4 months period 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. Accordingly, this appellant is not liable to pay any minimum charges with effect from 26.12.2016 in compliance of above said premises.
2.	August 2016 (19.07.2016 to 19.08.2016)	8,72,725	
	Total	17,75,147	

c. It is stated that the deration notice from 750 KVA to 70 KVA has been made on 05.08.2016 hence with effect from 05.09.2016 the deration effect has to be given and the minimum charges are applicable on 70 KVA only. Hence, the respondents are liable to charge minimum charges on CMD of 70 KVA with effect from 05.09.2015 to 25.12.2016 as explained above.

d. It is stated that the sum of Rs 2,30,649/- pertaining to period July to November 2012 that is unbilled FSA is subject to outcome of final order of Hon'ble Court in the pending case and Rs 18,99,479/- pertaining to period from August, 2010 to December 2102 claimed towards FSA is subject to compliance of clause VII 7.1(ii) of Regulation 5 of 2016.

e. It is pertinent to note that an amount of Rs 11,25,000/- available with respondents which is to be adjusted from the amounts payable along with applicable rate of interest from the date of last interest paid to the date of adjustment.

10. Having heard the appellant's counsel and the officers of the licensee the short issue that arises for consideration is whether the consumer entitled any relief and if so to what extent.

11. M/s. Sheetal Shipping and Metal Processor Limited having service connection bearing No. HT SC No. YDD-557 located at Sharajipet village, Alair mandal, Yadadri Bhongir district, has filed the present appeal for dismantling the existing HT service connection. In the process it has pleaded for revision of the total dues claimed at Rs. 2,13,91,843/- and demanded to be paid to the licensee in the form of a notice issued vide Form - A dated 01.11.2019 under the Revenue Recovery Act. That the complaint was rejected by the CGRF-I, stating that they have no jurisdiction, since the matter is pending before the Hon'ble Supreme Court of India. The appellant argued that the CGRF has failed to issue orders without mentioning the case number pending in the Hon'ble Supreme Court of India. Hence, the present appeal.

12. The SE / OP / Yadadri vide Form-A dated 01.11.2019 had demanded an amount of Rs. 2,13,91,843/-, the details of which re extracted elsewhere in this order. The appellant claimed that the amount demanded is not correct and the respondents have levied excess charges. Perusal of the submissions goes to show that there are three main issues:

1. Levy of monthly minimum charges of Rs. 66,56,728/- for the period from July 2016 to January 2017 and Rs. 46,46,438/- for the period from February 2017 to October 2017 taking demand charges with respect to CMD of 750 KVA instead of 70 KVA.
2. Date of effect of deration of CMD from 750 KVA to 70 KVA from 03.09.2016 in compliance of Clause VII 7.1 (ii) of Regulation 5 of 2016. (relevant clause 7.3)
3. The demand of Rs. 49,32,573/- claimed by the respondents towards difference of tariff rates between 33 KV and 11 KV supply.

## Issues 1 & 2

13. The record shows that the service was initially disconnected on 20.11.2013 consequent to non payment of the outstanding arrears of Rs. 22,83,958/-. The HT agreement was terminated on 29.03.2014 vide Lr. No. SE / OP / NLG / SAO / HT / D. No. 166 / 2014 dated 15.05.2014, after outstanding arrears accrued to Rs. 38,46,771/- excluding available security deposit. Subsequently the appellant sought for restoration of supply and was willing to pay the arrears in installments where the amount got accumulated to Rs. 53,87,756/-. Though the installments were approved by the licensee, the appellant did not make the payment. thereafter, the appellant sought for certain relaxations under sick unit revival scheme, which has been approved by the licensee on 13.05.2015 and it was subject to payment of the following amount:-

1. Arrears as on date of disconnection	3,32,414.00
2. Monthly minimum charges (4 months)	16,39,456.00
3. Surcharge in arrears on date of disconnection	1,11,020.00
4. Security deposit	11,25,000.00
5. Development charges	9,00,000.00
6. Re-connection charges	<u>1,000.00</u>
Total	<u>41,086,896.00</u>

From time to time the Hon'ble Commission had approved the sick unit revival scheme for the sick industries which are under long closure, wherein the monthly minimum charges beyond 4 months from the date of disconnection are waived. The appellant paid the above given amount in two installments as on 29.09.2015, as such a fresh HT agreement was entered between the consumer and the licensee for a CMD of 750 KVA on 30.09.2015 which was binding on them for a minimum of two years. This was confirmed in the letter of SE Operation bearing No. Lr. No. SE / OPN / NLG / Comml.1 / F. HT // D. No. 1602 / 15 dated 30.10.2015. The power supply to the service connection was restored on 19.10.2015.

14. On 03.08.2016, the appellant placed a request for deration of CMD from 750 KVA to 70 KVA which was acknowledged by the respondents on 05.08.2016. The request was not resolved by the licensee as the licensee had demanded payment of minimum charges upto October 2017 that is completion of 2 years which is the minimum agreement period under clause 5.9.4.3. The mandatory minimum agreement period of two years was not completed as on the date of application that is 03.08.2016,

with respect to date of agreement concluded towards restoration of power supply on 19.10.2015. The minimum agreement period had been completed on 19.10.2017. The appellant opposed such claim stated by the licensee and contended that minimum agreement period was already completed on 17.10.2009 taking the initial date of release of the service connection 750 KVA CMD as 18.10. 2007 and further held that the minimum agreement period was revised to one year by the Hon'ble Commission vide proceeding No. TSERC / Secy / 159-16 / 2016 dated 26.10.2016. Hence, all the bills have to be revised taking demand charges corresponding to 70 KVA instead of 750 KVA with effect from 03.09.2016 as per the clause 5.9.4.2 in the GTCS. The levy of monthly minimum charges adopted by the respondents against the CMD of 750 KVA is given below which has been disputed by the appellant. The details of calculations are reproduced at the cost of repetition.

PART(A)

Calculation of arrears arrived against HT SC No. YDD 557, M/s Sheetal Shipping & Metal Processors Ltd., Alair (M)					
Sl. No.	Description	Amount in Rs	Je Debit	Payment particulars	Amount in Rs
1.	Opening balance as on 18.06.2016	-2050.48		0	2050.48
2.	July-2016	902422		0	9,02,422.00
3.	August-2016	872725		0	8,72,725.00
4.	September-2016	432691		0	4,32,691.00
5.	October-2016	3043635	2598762	0	30,43,635.00
6.	November-2016	454006		0	4,54,006.00
7.	December-2016	459538		0	4,59,538.00
8.	January-2017	493762		0	4,93,762.00
Arrears as on date of disconnection 01 / 2017					66,56,728.52

PART(B)

Minimum bill from the date of disconnection till the date of termination of HT agreement

Sl. No.	Description	Amount in Rs	Je Debit	Payment particulars	Amount in Rs
1.	February-2017	500942		0	5,00,942.00
2.	March-2017	498835		0	4,98,835.00
3.	April-2017	443420		0	4,43,420.00

4.	May-2017	516984		0	5,16,984.00
5.	June-2017	526061		0	5,26,061.00
6.	July-2017	528754		0	5,28,754.00
7.	August-2017	538739		0	5,38,739.00
8.	September-2017	545461		0	5,45,461.00
9.	October-2017	547242		0	5,47,242.00
Arrears as on date of disconnection 01/2017					46,46,438.00
PART (C):- PART (A) + PART (B)					1,13,03,166.52
PART(D) Less:- Available security deposit					11,25,000.00
PART(E) Total Dues as on date of termination of agreement excluding surcharge as well as court cases					1,01,78,166.52

15. The subject service connection was disconnected on 19.01.2017, for want of payment of outstanding arrears of Rs. 66,56,728/- as claimed by the respondents. The crux of the dispute is whether the liability of the minimum agreement period of two years is to be reckoned with effect from initial date of release of service connection that is 18.10.2007 as claimed by the appellant or from the date of restoration of power supply that is 19.10.2015 claimed by the respondents. The relevant clause on the above issue is clause 5.9.4.2. Of the GTCS which is reproduced below.

“5.9.4.2: 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 one month notice in writing expressing his intention to do so. However, if for any reason the consumer choose to derate the CMD or terminate the agreement, before the expiry of the minimum two 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 two years period of the agreement or after expiry of one month notice period whichever is later. The company can also terminate the HT agreement at any time giving one month notice of the consumer violating 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, 1998. On termination of the HT agreement, the consumer shall pay all sums due under the agreement as on

the date of its termination.”

The above clause was amended twice, initially vide proceeding No. APERC / Secy / 96 / 2014 dated 31.05.2014 wherein the notice period in writing expressing the intention to do so was reduced from 3 months to 1 month. A second modification was given vide proceeding No. TSERC / Secy / 159-16 / 2016 dated 26.10.2016 wherein the mandatory minimum period of agreement was revised from two years to one year. In the present case, the proceedings given on 31.05.2014 revising notice period from 3 months to 1 month shall have to be given benefit, whereas the 2<sup>nd</sup> amendment notified on 26.10.2016 on revising the minimum period to one year can be given effect to as the application for deration of CMD which was placed prior to the modification date that is on 05.08.2016, was not refused to the extent the record is before this authority.

16. In order to appreciate the issue on the question of reckoning the date of dismantling the service, the relevant clause 5.9.6 is reproduced below.

“5.9.6. Dismantlement of service line after termination of agreement: On the termination of the LT or HT agreement, the company is entitled to dismantle the service line and remove the materials, meter, cut out etc. After termination of the agreement, the consumer shall be treated as a fresh applicant for the purpose of giving supply to the same premises when applied for by him provided there are no dues against the previous service connection.”

The above clause gives authority to the licensee to dismantle the service line and remove the connection by taking away the materials, meter, cut out etc. in this case the same has not been executed by the licensee for the reasons not known it. However, it must be stated that the clause is very clear, that after termination of the agreement the consumer shall be treated as a fresh applicant for the purpose of giving supply to the same premises, which goes to show that the fresh agreement is needed to be executed between the consumer and the licensee towards release of power supply then the consumer can avail for 750 KVA and such supply shall reckoned from 19.10.2015, for a minimum agreement period of two years and which shall expire on 19.10.2017. In line with the said provision the consumer has paid the development charges of Rs. 9,00,000 at the rate of Rs. 1200/- per KVA for 750 KVA and Rs. 11,25,000/- at the rate of Rs. 1500/- per KVA for 750 KVA as it is a case for the release of new service connection.



17. The proviso to the clause 5.9.4.3 of the GTCS is reproduced below.

“Provided further that where the minimum period of the agreement is not yet completed by the date of such termination, the consumer shall be liable to pay the minimum charges as otherwise applicable calculated up to the date of completion of the period of agreement.”

The above clause has provided opportunity to the licensee to dismantle the service the moment the consumer has failed to pay the minimum charges by issuing the termination notice by identifying the amount liable to be paid till the date of conclusion of the minimum period of the agreement. However, in this case there is another issue which will be considered in detail separately below, but the minimum charges have to be calculated in two spells i.e. up to 26.10.2016 and the balance period up to termination of the agreement. This would have made the job of the licensee much easier to recover the amounts or else continue the service on payment of the same. Nothing stopped the licensee after calculation of the amount as stated above to terminate the agreement and dismantle the service. Record does not show that the licensee as adhered to the subsisting regulations and conditions of supply. Therefore, as stated earlier, the consumer should be given the benefit of the regulations and conditions of supply as on the date of completion of minimum period of agreement as revised by the Commission in its proceedings.

### **Issue No.3**

19. The record shows that the HT supply was released to the appellant on 18.10.2007 with a CMD of 750 KVA. The initial request for supply was made for 1525 KVA by the appellant which was later revised to 750 KVA. The CGM / Commercial vide Memo No. CGM (Comml) / SE (C) / DE (C) / ADE-II (C) / D. No. 1123 / 07 dated 05.10.2007, accorded approval for release of CMD of 750 KVA with extension of supply at 33 KV level of supply until availing full sanctioned load of 1525 KVA, as a special case. The licensee vide Lr. No. SE / OP / YDD / SAO / JAO / HT-I&II / D. No.100 / 19 dated 22.05.2019 had issued notice to the appellant wherein claim has been made towards back billing by charging difference of tariff rates between 11 KV energy charges and 33 KV energy charges, stating that billing was wrongly carried out under 33 KV tariff instead of 11 KV tariff and an amount of Rs. 49,32,573/- was arrived from the date of release of the service connection that is from October 2007 to April 2014 and from October 2015 to September 2017. The above back billing was done in

view of the 33 KV level of supply extended instead of 11 KV for a CMD of 750 KVA. Later vide Lr. No. SE / OP / YDD / SAO / JAO / HT-I & II / D. No. 08 / 20 dated 06.04.2021, the licensee revised the back billing amount of Rs. 49,32,573/- to Rs. 36,57,684/- in view of difference in the tariff rates.

20. The tariff orders issued by the then APERC from time to time envisaged that the DISCOMs shall release power supply at the level of voltage that is to be followed while releasing the demand contracted for. The relevant clauses in the respective tariff orders are reproduced below:-

The tariff order 2007-08 - General Conditions of HT supply- Clause (1) A  
GENERAL CONDITIONS OF H.T. SUPPLY FOR THE FY 2007-08

The foregoing tariffs are subject to the following conditions:-

(1) A. VOLTAGE OF SUPPLY

The voltage at which supply has to be availed by:

(i) HT consumers, seeking to avail supply on common feeders shall be:

For Total Contracted Demand with the Licensee and all other sources.

Upto 1500 kVA 11000 Volts

1501 kVA to 5000 kVA 33000 Volts

Above 5000 kVA 132000 Volts or 220000 Volts as may be decided by Licensee

(ii) HT Consumers seeking to avail supply through independent feeders from the substations where transformation to required voltage takes place shall be:

For total contracted Demand with the licensees and all other sources.

Upto 2500 kVA 11000 Volts

2501 kVA to 10,000 kVA 33000 Volts

Above 10000 kVA 132000 Volts or 220000 Volts

The relaxations are subject to the fulfillment of following conditions:

(a). The consumer should have an exclusive dedicated feeder from the substation where transformation to required voltage takes place

(b). The consumer shall pay full cost of the service line as per standards specified by APTRANSCO/DISCOM including take off arrangements at substation;

21. The aforementioned clause clearly states that supply shall be extended upto CMD of 1500 KVA at 11 KV level and above 1501 upto 5000 KVA, the voltage level shall be at 33 KV for the consumers intending to avail supply under a common feeder. In the present case, the supply was extended at 33 KV level for the CMD of 750 KVA at the request of the appellant vide memo No. CGM (Comml) / SE (C) / DE (C) / ADE-II (C) / D. No. 1123 / 07 dated 05.10.2007. The release of power supply under 33KV level of supply for a CMD of 750 KVA is quite against the clauses extracted above. The conditions in the supply agreement mentioned pursuant to above sanction thereof are extracted below and the same runs contrary to the conditions and the tariff orders as also the power supply release order.

- a. The consumer shall pay the total amount of remaining development charges at a time that is Rs. 10,67,500/- immediately.
- b. The consumer has to pay at the 11 KV tariff rates for the reduced CMD of 750 KVA supply extended to them at 33 KV point of supply until availing full sanctioned load of 1525 KVA.
- c. An undertaking shall be collected from the consumer for not to avail the third party power for any future loads.
- d. The consumer should install appropriate CTs (say 25 / 1 A with class of accuracy 0.2S) along with other equipment.

The licensee consciously released the supply at 33 KV and erred in recording the same and conveniently imposed a condition that tariff will be levied at the rates of 11 KV while recognizing the fact that supply is extended at 33 KV. Having done so the licensee cannot now turn around and say that consumer is at fault and is liable for payment of tariff as applicable to 11 KV supply due to its own lapses. Further, any amount should have been shown in the bill so as to take action within 2 years of the amount becoming due. This was not clarified at all.

22. The agreement was concluded with above said conditions on 19.10.2007, The appellant showed willingness for levy of 11 KV tariff charges for availing supply under 33 KV level. It is to be noted that the 11 KV energy charges are higher than 33 KV

energy charges. For the reasons best known, the licensee did not incorporate the 11 KV rates in the billing of the service connection in the agreement entered by the consumer in the year 2015. Later during the year 2019 realized that the billing has been done under 33 KV tariff instead of 11 KV tariff, accordingly, addressed a letter to the appellant seeking to back billing vide Lr. No. SE / OP / YDD / SAO / JAO HT I & II / D. No. 100 / 19, dated 22.05.2019, demanding payment of an amount of Rs. 49,32,573/- by revising the bills already issued under 33 KV tariff for energy charges at 11 KV tariff for the period from the date of release of supply that is from October 2007 to April 2014 and October 2015 to September 2017 as the amount of liability in between period being the minimum charges was waived under sick unit revival scheme. Now the contention of the appellant is that the levy of short billing amount of Rs. 49,32,573/- is in violation of provision of tariff orders and GTCS. That the HT agreement entered was in operation during the period 2007 to 30.09.2015 and terminated vide Lr. No. SE / OPN / NLG / COMML.1 / F. HT / D. No 1602 / 15 dated 30.09.15. The licensee had collected the fresh development charges of Rs. 9,00,000/- and security deposit of Rs. 11,25,000/-. Hence it was claimed that the levy of said charges is not correct and illegal.

23. Whereas there is a specific mandate towards tariff rates applicable against the voltage level in the tariff order 2013-14 also applicable for the FY 2014-15, the Clause 6 (3) HT supply - General Conditions of the tariff order specifies the voltage at which the supply has to be availed:

Voltage of supply

The voltage at which supply has to be availed by:

(i) HT consumers, seeking to avail supply on common feeders shall be: For total contracted demand with the licensee and all other sources.

Upto 1500 KVA                      11 KV

1501 KVA to 5000 KVA        33 KV

Above 5000 KVA                132 KV or 220 KV as may be decided by the licensee.

(ii) HT consumer seeking to avail supply through independent feeders from the substations where transformation to required voltage takes place shall be: For total contracted demand with the licensee and all other sources.

Upto 2500 KVA                    11 KV

2501 KVA to 10,000 KVA    33 KV  
Above 10000 KVA            132 KV or 220 KV as may be decided by the  
licensee.

The relaxations are subject to the fulfillment of following conditions:

I The consumer should have an exclusive dedicated feeder from the substation where transformation to required voltage takes place.

II. The consumer shall pay full cost of the service line including take off arrangements at substation..

iii. In case of HT - I, HT – II and HT – III consumer categories, for whom the voltage wise tariff is applicable, the Licensee shall levy the tariff as per the actual supply voltage'. (This condition came into force with effect from 2010-11 tariff order).

24. The aforementioned clause at condition (iii) clearly states that for the consumers falling under HT-I, HT-II and HT-III categories, the DISCOM shall levy the energy charges as per the actual voltage of supply. In the present case, the actual supply voltage is 33 KV level, though liable for extension of supply at 11 KV level the supply remained extended at 33 KV was not converted at any point of time under applicable orders and conditions.

25. Fresh agreement was executed vide Lr. No. SE / OPN / NLG / COMML.1 / F. HT / D. No 1602 / 15 on.30.09.15, for restoration of power supply under sick unit revival scheme and release of a CMD of 750KVA on payment of pending arrears along with payment of the development charges and security deposit. In the said agreement there was no mention with regard to billing under 11 KV tariff rates though the extension of the supply is at 33 KV level as was done earlier in the previous HT agreement. The crucial condition of applying tariff for energy charges at 11 KV was not addressed by the licensee nor made part of the HT agreement. The conditions of tariff orders FY 2015-16 under clause 6 (3) HT supply - General Conditions of the Tariff Order mandates specific directions at condition No. (iii) on levy of tariff rates against actual level of voltage of supply. In the preset case, the actual supply voltage level is 33 KV. Hence, in the absence of conditions for levying tariff for energy drawn at 11 KV in the fresh HT agreement dated 30.09.2015 and the specific direction of the tariff order was not given effect to, the appellant is not liable for payment of tariff at 11 KV, but is liable

for tariff at 33 KV for the agreement period starting from 30.09.2015 till the termination of the agreement.

26. Though the initial agreement was concluded for release of 750 KVA CMD there was mutual consent between the licensee and the appellant that is it will be billed for at energy charges for 11 KV tariff only. The appellant has shown willingness for being billed under 11 KV tariff towards energy charges and executed the agreement on 19.10.2007 duly incorporating the said conditions. But now the issue needs to be examined based on the consent given for being billed at 11KV tariff and claiming that it is against the provisions of the tariff orders and GTCS. The appellant cannot plead ignorance about the consent given that is liable for tariff at 11 KV in the first instance the condition imposed by the licensee for sanction 33 KV supply. In other words the appellant came forward to avail supply of 750 KVA CMD at 33 KV level only. It can be understood that the said request might have been made for their convenience in getting quality power supply to avoid 11 KV interruptions, which will be phenomenally more compared to 33 KV level of supply. Further, the specific condition of applicable tariff rates against the actual supply voltage mentioned in the agreement and the same is not found in the tariff order for 2007-08, which condition first came into force through the tariff order 2010-11. In the absence of such a specific condition in the tariff order, the consent given by the appellant for billing under 11 KV tariff energy charges cannot be sustained. As such the short billing / back billing imposed by the licensee seeking to collect energy charges under 11 KV tariff rates instead of the 33 KV tariff rates is untenable for the period from 10 / 2007 to 04 / 2014 as it was never shown in the bills and runs contrary to section 56 of the act 2003, as such the same is not liable to be paid by the appellant, as the sanction was made by the licensee itself in deviation of the applicable tariff, which it cannot wriggle out.

27. In view of the foregoing discussion, the back billing in terms of difference of tariff between 33 KV energy charges to 11 KV energy charges levied by the respondents in two spells of period that is from October 2007 to April 2014 and October 2015 to September 2017 for an amount of Rs 36,57,684/- cannot be claimed, as it is not in accordance with law as also not satisfying sec 56 of the Act, 2003. To say the least the amount should have been shown in the bill for the past two years before it is claimed and it remained unpaid. Also notice of the claim has been given by issuing a

15 days notice, both the above being the ingredients of the sec 56 of the Act, 2003.

28. The appellant has relied on the sec 56 (2) of Act, 2003 which extracted below.  
“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 into cut off the supply of the electricity.”  
Under the above said clause, the appellant opposed the levy of back billing amount and also the appellant quoted the clause 4.1.5 (iv) of regulation 5 of 2004 of Electricity supply code which reads as:-

“Once the final bill is raised, the licensee shall not have any right to recover any charges(s) other than those in the final bill for any period prior to the date of such bill.”

Thus, the claims made towards back billing cannot be sustained in view of the provision mentioned above.

29. Further in support of its claim the appellant has relied upon the orders of the Hon'ble High Court and Hon'ble Supreme Court. The Hon'ble High Court in its order dated 21.11.2011 in W. P. No. 14893 of 2011, order dated 26.09.2012 of W. P. No. 21179 of 2012 and the Hon'ble Supreme Court in the judgment dated 30.04.2021 passed in C.A. No. 6145 of 2010 and C. A. No. 6036 of 2012. The judgment and relevant portions' thereof are extracted below.

W. P. No. 14893 of 2011

“At the Interlocutory stage, the Writ Petition is taken up for hearing and disposal with the consent of the learned counsel for the parties. The issue raised in this Writ Petition is whether the demand raised for capacitor surcharge for September and October 2005, and for the period July 2006 to September 2006 and December 2006. is barred by limitation as prescribed under Section 56 (2) of the Electricity Act, 2003 (for short "the Act"). It is not in dispute that on the basis of an inspection carried out in the year 2011, the impugned demand is raised for the period mentioned above under Section 56 (2) of the Act. Under the said provision no sum due from any consumer 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 recoverable as arrear of charges for

the electricity supplied. In the instant case, admittedly, an amount of Rs. 69,671/- representing the purported due for September and October 2005, and for the period July 2006 to September 2006 and December 2006 was not shown as arrears of charges in the electricity bills. In the face of this admitted factual and legal position, the impugned order cannot be sustained and accordingly the same is quashed. The Writ Petition is accordingly allowed”

W. P. No. 21179 of 2012

” This Writ Petition is filed for a Mandamus to set aside proceedings in Lr.No.SE / OP /ADB / DE (T) / AE (T) / F. WP 31088 / 28 - E4 / 1126 dated 18.05.2012 of respondent No. 1. I have heard Mr. G. Pramod Kumar, learned counsel for the petitioner and Mr. P. Vinod Kumar, learned standing counsel for APNPDCL appearing for the respondents. The petitioner is a HT consumer of the respondents having service connection No.217. It is classified as a seasonal industry. The respondents have issued notice dated 20.08.2011 calling upon the petitioner to pay the purported shortfall amount of Rs. 3,58,230/- for the period from June, 2008 to October, 2008. This notice is questioned by the petitioner on the ground that the same is barred by limitation as prescribed under Section 56 (2) of the Electricity Act, 2003 (for short “the Act”). At the hearing, the learned counsel for the petitioner submitted that the petitioner is not liable to pay the alleged shortfall amount and that even if it has incurred any such liability, the same is barred by limitation as prescribed under Section 56 (2) of the Act. In support of his submission, the learned counsel placed reliance on the judgment dated 21.11.2011 of this Court in W. P. No. 14893 of 2011 (M/s. Sri Venkateswara Rice Mill, Tallapudi, West Godavari District Vs. The Assistant Accounts Officer, Electricity Revenue Office, Eastern Power Distribution Corporation of Andhra Pradesh Limited, Nidadavole, West Godavari District). Opposing the above submission, the learned standing counsel for the respondents submitted that even though the notice was given for the first time on 20.08.2011, the limitation commences from the date on which it was issued. In support of his submission, the learned standing counsel placed reliance on the judgments in Municipal Corporation of Delhi Vs. H.D. Shourie and Swastic Industries Vs. Maharashtra State Electricity Board. I have carefully considered the submissions of the learned counsel for the parties. Section 56 (2) of the Act reads as under: “Notwithstanding anything contained



in any other law for the time being in force, 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.” While construing the above-mentioned provision, this Court speaking through me in Sri Venkateswara Rice Mill (Supra), held as under: “It is not in dispute that on the basis of an inspection carried out in the year 2011, the impugned demand is raised for the period mentioned above under Section 56 (2) of the Act. Under the said provision no sum due from any consumer 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 recoverable as arrear of charges for the electricity supplied. In the instant case, admittedly, an amount of Rs. 69,671/- representing the purported due for September and October 2005, and for the period July 2006 to September 2006 and December 2006 was not shown as arrears of charges in the electricity bills. In the face of this admitted factual and legal position, the impugned order cannot be sustained and accordingly the same is quashed.” The judgments in Municipal Corporation of Delhi (1 supra) and Swastic Industries (2 supra) relied upon by the learned standing counsel were rendered under the provisions of the Indian Electricity Act, 1910 and the Electricity (Supply) Act, 1948. The provisions of both the said Acts do not contain a provision similar to Section 56 (2) of the Act. As the very legislative intent in introducing Section 56 (2) of the Act is to prevent the licensee from recovering the amounts under stale claims, I am of the opinion that unless the licensee continues to show the disputed amount under the bills raised within two years from the date when the amount allegedly fell due, it cannot recover such amount from its consumers. As admittedly the amount demanded under the impugned notice fell due more than two years prior to its demand and this amount was not shown in the bills issued during the two years period immediately following the period for which the amount fell due, the claim is barred by limitation as prescribed under Section 56 (2) of the Act. On the above premises, the impugned notice is set aside. The Writ Petition is, accordingly, allowed.”

C. A. No. 6036 of 2012.

“30. We have taken the aforesaid view to avoid injustice as well as possibility of discrimination. We have already extracted a part of paragraph 11 of the judgment in the case of State of Kerala v. V.R. Kalliyankutty (supra) wherein Court considered the matter also in the light of Article 14 of the Constitution. In that case the possibility of Article 14 being attracted against the statute was highlighted to justify a particular interpretation as already noted. It was also observed that it would be ironic if in the name of speedy recovery contemplated by the statute, a creditor is enabled to recover claims beyond the period of limitation. In this context, it would be fair to infer that the special adjudicatory role envisaged under Section 86(1)(f) also appears to be for speedy resolution so that a vital developmental factor - electricity and its supply is not adversely affected by delay in adjudication of even ordinary civil disputes by the Civil Court. Evidently, in absence of any reason or justification the legislature did not contemplate to enable a creditor who has allowed the period of limitation to set in, to recover such delayed claims through the Commission. Hence we hold that a claim coming before the Commission cannot be entertained or allowed if it is barred by limitation prescribed for an ordinary suit before the civil court. But in appropriate case, a specified period may 36 Page 37 C.A.No.6036/2012 etc. be excluded on account of principle underlying salutary provisions like Section 5 or 14 of the Limitation Act. We must hasten to add here that such limitation upon the Commission on account of this decision would be only in respect of its judicial power under clause (f) of subsection (1) of Section 86 of the Electricity Act, 2003 and not in respect of its other powers or functions which may be administrative or regulatory.”

C.A. No. 6145 of 2010

“21. The application of the respondent dated 20.09.2007 for reduction of contract load / sanctioned load from 4000 KVA to 1325 KVA would be deemed to have been allowed under the provisions of regulation 9.2 of the Regulations of 2005, and the respondent shall be entitled to all consequential benefits.”

30. The above referred judgments are analyzed and interpretation of the above judgments is made in the context of the present case. It is noticed that the amount due in this case is older than 2 years and appears to have not been shown in the bill,

therefore Section 56 (2) of the Act, 2003 cannot be invoked. The provisions in the supply code as extracted above is still applicable as the same was adopted by the Telangana Electricity Regulatory Commission (TSERC) in Regulation No. 1 of 2004. Therefore, also the claim of back billing as stated supra cannot be sustained. Moreover the ingredients of section 56 require two parts namely, the sum should have become due and should be within two years and it should have been shown in the bills. In this particular case, neither of these ingredients are noticed nor action has been taken by the licensee in accordance with applicable provisions. The Hon'ble Supreme Court in several judgements made it amply clear that all the ingredients of section 56 have to be satisfied. This authority finds no such evidence in this matter.

31. The judgements relied upon by the appellant have been shown in paragraph 29 above. In so far as the order passed by the Hon'ble High Court in W. P. No. 14893 of 2011, the said judgement was passed on the basis of provision relied upon by the appellant and concession made by the DISCOM that claim was never shown in the bill. Therefore, the Hon'ble High Court applied section 56 (2) and allowed the case. Such a fact situation is obtaining in this case.

32. Reference has been made to the judgement in W. P. No. 21179 of 2012 by the Hon'ble High Court. The said judgement also refers to section 56 (2) and makes it clear that the amounts should be shown in the bill within 2 years from the date when it became due and it has to be shown in the bill continuously for two years. As such the case of the appellant does fit into the said facts of the case, as the appellant was under no notice for payment and nor the amounts were shown and claimed in the bills prior to 2 years onwards.

33. The appellant also relied on the judgement rendered in Civil Appeal No. 6036 of 2012. The said judgement arose under Limitation Act with reference to adjudication of the dispute between generator and the licensee, where the licensee sought to withhold the amounts payable to the generator. The interpretation and finding was with reference to Limitation Act and therefore, the case of the appellant will not fit into the finding of the Hon'ble Supreme Court.

34. The appellant also referred to a judgement of the Hon'ble Supreme Court in Civil Appeal No. 6145 of 2010. The case partly matches with the facts and

circumstances obtaining in this appeal, but is distinguishable for the reason the applicable regulations are not identical. The case on hand is similar to that of the judgement rendered by the Hon'ble Supreme Court in C. A. No. 6145 of 2010 to the limited extent of reduction of load, otherwise it has no other point which can be considered in favor of the appellant. In fact, the regulation in that case provided a different situation regarding reduction of load and termination of agreement which is not the case with the terms and conditions of supply applicable in this appeal.

35. The next aspect that needs explanation and application is that of the proceedings of the Commission. The appellant relied on the proceedings issued by the TSERC with regard minimum period of the agreement under the GTCS and its application towards reduction of load. The Commission had by the said proceedings reduced the minimum agreement period from 2 years to 1 year and the proceedings had been issued on 26.10.2016. The said proceedings would be applicable from that date of its notification only. In the instant case, the appellant applied for deration roughly 2 months prior to this proceeding and gave one month notice which expired on 05.09.2016. Now the appellant is claiming the benefit of the proceedings of the Commission. The proceedings cannot be applied retrospectively unless the Act, 2003 or any other power enables to do so. As such the proceedings cannot be applied to the appellant. But the record shows that the licensee did not communicate anything on this issue and continued to levy minimum charges till the expiry of 2 years period in October,2017. The licensee ought to have decided the issue immediately and refused the deration as and when the application was made. As the licensee did not take a decision, the proceedings of the Commission will be applicable on or after 26.10.2016 and the licensee would have given benefit to the appellant on or after 26.10.2016. Applying the said principle, the appellant is entitled to deration of load from 26.10.2016 and not from 05.09.2016 as is claimed by the appellant. This is because, the appellant has completed 1 year period of the revised agreement on 30.09.2016 itself and if the licensee was to take a decision on 26.10.2016, it would have invariably given the benefit of the proceedings of the Commission dated 26.10.2016. In those circumstances, the licensee is required to give the benefit of deration of load from 26.10.2017 and rework out the minimum charges for the said period only applying the revised clause of GTCS as notified on 26.10.2016 by limiting the contract period to one year of agreement and levying charges for that period only.

36. Reliance is placed on the tariff orders and their applicability and interpretation in this case. The tariff orders have been relied upon by the parties with reference to levy of voltage surcharge in respect of the appellant for the period from 2007 to 2014. The Commission in the respective tariff orders for the financial years 2007-08 to 2013-14 had specifically identified as to the voltage at which particular level of CMD is to be released by the licensee and availed by the consumers. In the instant case, the licensee itself agreed to release supply at 33 KV as the load sought at the relevant time in a phased manner as the total CMD of 1525 KVA which would fall under 33 KV supply. The licensee conveniently omitted to follow the tariff order of the Commission while releasing the power supply and it is contrary to the tariff order of the Commission. It realised its mistake only when the appellant sought restoration of power supply and questioned the demand notices issued under Recovery of Dues Act, 1984. Thus, the licensee has never claimed or rectified its billing and has not shown the amounts regularly in the bills. As such the amount cannot be claimed by the licensee. Interestingly bills issued for the month of October 2016 and November 2016 referred to the voltage to be at 33 KV, thus the appellant is not at fault for the licensee not claiming the tariff as per appropriate voltage.

37. The appellant has rightly questioned the claims made by the licensee towards various dues arising under various heads, however in so far as claims relating to FSA is concerned a memo has been filed on 07.04.2022 stating as below:-

“ It is respectfully submitted that the respondent No.4 vide its letter No.SE / OP / YDD / SAO / JAO / HT I & II / SA / D. No.204 / 21 dated. 30.07.2021 filed before this Hon'ble Authority in the present appeal has furnished the details of arrears as on 31.07.2021 of Rs. 2,44,40,617/- which includes Rs. 18,99,749/- pertaining to unbilled FSA for which the cases are pending before Hon'ble High Court for the State of Telangana.

It is respectfully submitted that the above said amount of Rs 18,99,479/- of unbilled FSA will be paid by us if the same is become payable as per the order of Hon'ble High Court.”

It has to be stated that levy of FSA is dependent on determination made by the Commission under Regulation No. 1 of 2003 for every quarter and such determination was made and the licensee was allowed to recover the same. However, several sets of litigations has come to the knowledge of this authority. One such litigation as has

been informed is with regard to questioning the validity of Regulation No. 1 of 2003 which enables levy of FSA. The levy of FSA and the regulation thereof meant for that purpose have been confirmed as valid by the Hon'ble Supreme Court in Civil Appeal No. 5542 of 2016 and batch filed by M/s. Sai Bhaskar Iron Limited and others decided on 05.07.2016. It has been observed there by the Hon'ble Supreme Court at paragraph 43 as below:-

“43. The appeals are found to be devoid of merits and are hereby dismissed. The appellants are directed to make the deposit along with interest; if no other rate is prescribed at the rate of 8 per cent per annum, and other charges for delay, as may be permissible to recover within a period of one month from today. In addition, the respondents are at liberty to take coercive steps to recover the amount.”

In view of the above position the appellant is not entitled to any relief in so far as dues in respect of fuel surcharge adjustment for whatever period they may be. The appellant is liable to pay the same. Since, the said amount is held up with the appellant, the appellant shall pay the same with a rate of 8% till the total amount is paid along with other charges if any.

38. One issue that requires consideration is the enforcement clause 2.37 of regulation number 3 of 2015. The CGRF had disposed of the complaint by order dated. 30.01.2021 and it had recorded its order as below.

“On perusal of the written submissions filed by the respondents, it is observed that the matter is pending before the Hon'ble Supreme Court of India.

In terms of Clause 2.37 of Regulation No. 3 of 2015, the Forum has no jurisdiction, where the matter is Sub-Judice.

Hence, the Complaint of the Complainant is hereby rejected.”

39. The representation before this authority is made questioning the above said finding of the CGRF. It is not clear whether the CGRF has afforded an opportunity to the complainant before communicating this endorsement to the appellant. In this regard, it may be appropriate to notice clause 2.37 of the Regulation No. 3 of 2015 issued by the Commission.

“2.37. The forum may reject the grievance at any stage under the following circumstances;

- a. Where proceedings in respect of the same matter or issue between the same complainant and the licensee are pending before any court, tribunal, arbitrator or any other authority, or a decree or award of a final order has already been passed by any such court, tribunal, arbitrator or authority as the case may be;
- b. Where cases fall under Sections 126,127,135 to 139, 152 and 161 of the Act.
- c. Where the grievance has been submitted two years after the date on which the cause of action arose or ceases to continue, whichever is late.
- d. In the cases, where grievance are:
  - \* frivolous, vexatious, malafide;
  - \* without any sufficient cause; or
  - \* where there is no prima facie loss or damage or inconvenience caused or to be caused to the Complainant or the consumers who are represented by an association or group of consumers.

Provided that no grievance shall be rejected in writing unless the complainant or association of persons has been given an opportunity of being heard.

It is relevant to mention here that entertaining of representation by the Ombudsman has also a limitation in the following sub clause of clause 3.19:-

3.19.

- a)...
- b).....
- c) The representation by the complainant, in respect of the same grievance, is not pending in any proceedings before any Court, tribunal or arbitrator or any other authority, a decree or award or a final order has not been passed by any such court, tribunal, arbitrator or authority
- d) The representation by the Complainant is not in respect of the same course of action which was settled or dealt with on merits by the Ombudsman in any previous proceedings whether or not received from the same complainant or along with one or more complainants or one or more of the parties concerned with the cause of action.
- e).....
- f).....

40. The interpretation that grievances cannot be entertained by the CGRF or the Ombudsman is pending before any other authority may not be correct. In ordinary judicial parlance if a superior forum has entertained an issue whilst the lower forum has initiated the proceedings, then the lower forum shall not proceed further till the superior forum disposes of the proceedings before the forum or directs the lower forum to proceed further in the matter. In the regulation it has been provided that the forum can reject the cases where the same issue or issue between the same parties is pending before a court or other authority or a decision is made by any court or authority. The CGRF cannot entertain a case where the issue has been settled between the parties but however this does not mean that any offshoot situation should not be entertained as there might be any grievance in that regard. Likewise, there might be several issues between the same parties which cannot be thrown away merely because in some issue they are already before the CGRF. The principle behind this clause in the regulation is in line with section 11 of the Civil Procedure Code 1908 wherein under section 11 on the same issue between the same parties, second round of litigation is not entertained, as it amounts to 'res judicata'. The provision in the CPC is extracted below:-

Res judicata:- No Court shall try any suit or issue in which the matter directly and substantially in issue has been directly and substantially in issue in former suit between the same parties, or between parties under whom they or any of them claim, litigating under the same title in a Court competent to try such subsequent suit or the suit in which such issue has been subsequently raised, and has been heard and finally decided by such Court.”

41. Similar is the interpretation for the cases to be entertained by the Ombudsman Further, the CGRF or this authority cannot entertain on the same issue where a decree or award is passed by any court of law or authority as the case may be. However, it does not mean that any consequential proceedings also cannot be entertained as there might be instances that a consumer having suffered an award or rejection at the hands of the DISCOM or CGRF earlier is required to comply with the same but while complying the same, the licensee may take recourse to some other aspects which were not decided by the CGRF or any court of law. In that event of the matter, the CGRF has to make a distinction and identify to what extent a complaint can be entertained and in respect of what issue it has to examine the complaint. The similar



course has to be followed by this authority also as substantially identical provisions has been made in the regulation as extracted above.

42. Before refusing to entertain or seeking to give a finding on the complaint or the representation the CGRF and this authority are bound to follow the principles of natural justice of giving opportunity to the consumer to make out his case and to satisfy themselves that such a complaint or representation that can or not to be entertained. In the instant case a simple endorsement is made over to the complainant that in view of the pendency or otherwise of court cases the complaint is not being entertained. This authority is afraid that such a narrow construction and that too by way of a endorsement cannot be done by CGRF or this authority. While refusing to entertain a complaint by the CGRF of this authority, they are bound to pass a detailed reasoned order duly giving an opportunity to the complainant as provided in the regulation being Regulation No. 3 of 2015. In the course of decision making the licensee can be called up on to give its submissions to aid the CGRF or this authority but however, as held by the Hon'ble Supreme Court recently, the licensee has no authority to contest the same by way of appeal.

43. The CGRF or this authority are required to keep in mind to distinguish the factual situation as to whether an issue is decided earlier or not, whether an issue has been settled earlier through an award or decision by a court or any other authority and clearly identify why and for what reasons a grievance or representation is not entertained. Having interpreted the provisions of the regulation No. 3 of 2015 this authority is of the view that this order shall be communicated in so far as the observations made above to the Consumer Grievance Redressal Forums of Electricity functioning in the state of Telangana for effective compliance of regulation No. 3 of 2015. Office is directed to make arrangement for the said purpose.

44. Adverting to several issues, this authority has allowed certain issues and interfered with the findings of the CGRF in certain areas, while refusing one or two claims in all, the appeal is allowed to the extent the following claims cannot be made. The claim relating to CC charges for the period from July 2016 to October 2017, the amount has to be reworked out keeping in view the finding that minimum charges have to be paid for a load of 750 KVA upto October 2016 and from November 2016 to date of termination of the agreement at the load of 70 KVA only. The licensee has to rework

out the figures in terms of the above finding. Since the amount is being reworked out claim to towards surcharge has to be again reworked out but such surcharge cannot be claimed prior to 2019 and that period has to be omitted as notice was given under Recover of Dues Act only on 01.11.2019. The next item claimed is with regard to voltage surcharge for the period 2007 to 2014 and 2015 to 2017. This amount cannot be claimed by the licensee as it itself billed the consumer under 33 KV in the year 2016 consequently there will be no surcharge on the said amount also. Further it attracts section 56 (2) as this claim was never shown in the bills of the consumer. Any other amounts except FSA in respect of which finding has been rendered above are not liable to be claimed or payable by the consumer as the provision of section 56 (2) has been attracted which prohibits the licensee from collecting any amounts as the same has not been shown in the bill earlier.

45. In terms of the findings above, the licensee shall rework out the figures towards actual payment by giving credit to any payments made from 2015 to 2022 within a period of three weeks and file a report with this authority within one week thereof failing which the case will be added to the list of consumer complaints not implemented by the licensee also the appellant is directed to make the payment of the amount identified by the licensee within two weeks of intimation by the licensee for restoration of power supply if it is disconnected already. The appellant shall also be at liberty to seek installments of the total amount due as reworked out by the licensee in terms of the finding rendered above which shall not exceed 6 months and will attract an interest of 6% additionally. Any default made will give liberty to the licensee to disconnect the supply if it is restored, on any of the payments due. The licensee is restrained from proceeding further under Recovery of Dues Act till such time the above exercise and payments thereof is concluded. The appellant will stand to attract the recovery proceedings the moment any of the payments are due in so far as the findings above or any installments given by the licensee pursuant to the above findings. After restoration of power supply any subsequent dues will be dealt with by the licensee in accordance with the regulations and terms and conditions of supply applicable on the day.

46. The conclusions therefore are as below:-

- a. The consumer is not liable to pay any charges relating to the period 2007 to

2014 and 2015 to 2017, be it tariff from 33 KV to 11 KV or voltage surcharge for the said period and any penalties thereof.

- b. The minimum period of agreement shall be one year in terms of the proceedings of the Commission, but such a benefit would be given to the consumer only after 26.10.2016.
- c. By implication the consumer would have the benefit of the proceedings of the Commission and the minimum agreement period would conclude on or after 26.10.2016 as the agreement was originally revised on 30.09.2015. The minimum charges have to be given effect to up to the date of proceedings of the Commission at 750 KVA and thereafter at 70 KVA up to termination of the agreement as in the case licensee failed to reply to the representation for deration of the load.
- d. No surcharge is leviable on the minimum charges till 01.11.2019, the date on which the licensee gave notice about the dues to the consumer. Thereafter, surcharge can be considered in terms of the applicable rates and it should be limited to the CMD as considered above. The licensee failed to give effect to the conditions of supply with regard to dismantling of service and it cannot be resort to the same now in the guise of recovering the amount.
- e. Any other sums payable by the consumer and which are subject matter of any other proceeding before any court of law other than the amounts involved in this representations shall be governed by the decisions of such authority or court.
- f. The demand charges and consumption charges shall be limited to the period 30.09.2015 to 19.10.2017 on which date the agreement was terminated and that too according to the conditions mentioned in the above clauses. Beyond termination no amount shall be payable by the consumer.
- g. Any amount due towards FSA charges is liable to be paid by the consumer in view of the fact that the Regulation relating to levy of FSA is upheld by Hon'ble Supreme Court as stated elsewhere in this order. However, since the consumer has not paid the FSA amount pursuant to the finding of the Hon'ble Supreme Court the same shall be attracting a simple interest of 8% as the consumer has withheld the amount.
- h. As stated above, the minimum charges shall have to be reworked out and corresponding CC charges for the quantum of CMD have also to be reworked

out subject to other conditions imposed above.

- i. The licensee is at liberty to give installments for the total amount due upon revising all the heads of account and informing the consumer. The grant of such installments shall not exceed 6 months.
- j. In the absence of payment of the amount after restoration of supply, the licensee is at liberty to take such action as may be appropriate under terms and conditions of supply.
- k. Compliance of this order shall be made within a period of 4 weeks from the date of receipt of this order and a report is to be filed under terms of Regulation No. 3 of 2015 within a total period of 5 weeks from the date of order. Failing which the authority will add this case also to the list of cases where orders have not been complied with.
- l. The licensee shall not proceed further under the recovery of dues act 1984 until and unless it is so expedient that the consumer has disobeyed this award and no compliance is made by it or in the event of the amounts being totally paid.

47. With these observations the representation is disposed of, but with no order as to costs. This order is passed in the peculiar circumstances and the contentions raised in the representations. This order does not constitute a binding precedent for any similar or like nature case, which shall be dealt with according to facts and circumstances and applicable law at the relevant time. Observations made at paragraph 43 need to be attended to.

TYPED BY Office Executive cum Computer Operator, Corrected, Signed and Pronounced by me on this the 5th day of May, 2022.

Sd/-

Vidyut Ombudsman FAC

1. M/s. Sheetal Shipping and Metal Processors Limited,  
Through its Director, Sri. Shyam Sunder Agarwal,  
# 5-5-103 to 105/6, Meher Complex, 1<sup>st</sup> Floor,  
Ranigunj, Secunderabad - 500 003.  
Cell: 9866633081.

2. The ADE / OP / Alair / TSSPDCL / Yadadri Bhongir Dist.
3. The SAO / OP / Yadadri / TSSPDCL / Yadadri Bhongir Dist.
4. The DE / OP / Bhongir / TSSPDCL / Yadadri Bhongir Dist.
5. The SE / OP / YDD Circle / TSSPDCL / Yadadri Bhongiri Dist.
  
6. The Chairperson / CGRF-I / TSSPDCL / GTS Colony / Vengal Rao Nagar / Hyd.
7. The Chairperson / CGRF- II / TSSPDCL / GTS Colony / Vengal Rao Nagar / Hyd.
8. The Chairperson / CGRF I / TSNPDCL / Nakkalagutta / Hanamkonda / Warangal.
9. The Chairperson / CGRF II / TSNPDCL / Power House Compound / Nizamabad.
- 10.The Chairman and Managing Director / TSSPDCL / Corporate Office / Hyderabad.
- 11.The Chairman and Managing Director / TSNPDCL / Vidyut Bhavan / Warangal.