



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

**:: Present:: Smt. G. Udaya Gouri**

Thursday the Nineteenth Day of September 2019

Appeal No. 64 of 2018

Preferred against Order Dt.29.11.2018 of CGRF in  
C.G.No.300/2018 of Karimnagar Circle

Between

M/s. M.R.K.Industries, represented by Sri. M. Venkata Swamy, Plot No.16/A/1,  
Gouthami Nagar, IDA Ramagundam, Peddapalli, Karimnagar - 505210.  
Cell: 9948339333.

... Appellant

**AND**

1. The AE/OP/W/Godavarikhani - 9440811498.
2. The ADE/OP/Godavarikhani - 9440811431.
3. The DE/OP/Manthani - 9491045995.
4. The SE/OP/Peddapalli - 7901093955.

... Respondents

The above appeal filed on 29.01.2019, coming up for final hearing before the Vidyut Ombudsman, Telangana State on 16.07.2019 at Hyderabad in the presence of Sri. M. Venkata Swamy - on behalf of the Appellant company and Sri. P. Thirupathi - DE/OP/Manthani, Sri. M. Thirupataiah - SAO/OP/Peddapalli, Sri. K. Venkateshwarlu - ADE/OP/Godavarikhani and Sri. K. Sathaiah - AE/OP/W/Godavarikhani - for the Respondents and having considered the record and submissions of both parties, the Vidyut Ombudsman passed the following;

**AWARD**

This is an Appeal filed against the Orders of the CGRF, Karimnagar Circle in CG No.300/2018.

2. The Appellant stated that he filed a complaint before the CGRF Karimnagar Circle vide CG NO.300/2018 for release of Security Deposit and issue of No Due Certificate as he has submitted an application for dismantling of his service connection bearing No. KRM 164 and that the learned CGRF failed to

appreciate the facts placed before him and disposed the matter with a direction to the Respondents to issue No Due Certificate after the process of dismantling the service connection after collecting the alleged due amounts claimed by the Respondents and as such aggrieved by the same the present appeal is filed.

3. The Appellant filed an appeal stating that the consumer M/s. MRK Industries i.e. the Appellant herein is awarded HT service connection bearing No. KRM 164 with a Contracted Maximum Load of 200 HP and that the Appellant was having a business of running a rice mill till 20.01.2005 but due to the fluxuations in the market conditions the Appellant was forced to close his unit and hence informed the same to the Respondents through a Fax bearing phone No. 08728222128 and that they have also paid all the CC charges of their unit till the last date of its operation i.e. on 21.01.2015. The Appellant contended that the power supply to their unit was disconnected on 09.08.2015, yet the Respondent No.5 i.e. SE/OP/SAO/JAO/HT/SAD vide his letter bearing No.185 dt.21.09.2016 addressed CGM/Commercial showing the arrears of the Appellant as Rs 16,61,599/- as on the date of disconnection i.e. 09.08.2015 as shown in Sl.No.9 and also showed the outstanding arrears as Rs 28,31,866/- as on the date of submission of the proposal. The Appellant also claimed that the abnormal increase in arrears is shown without any power supply to his unit and also without furnishing any details.

4. As such the Appellant vide his complaint dt.29.09.2018 approached before the CGRF-1 Warangal with the following grievance:-

- a. To set aside the claim of Rs.9,37,376/- of additional charges;
- b. To set aside the claim of Rs. 7,22,639/- of minimum charges;
- c. To refund security deposit amount of Rs 3,41,173/-; and
- d. Issue no Due certificate.

That the Hon'ble CGRF-I, Warangal registered the said complaint as C.G.No300/2018 of Karimnagar circle on 29.9.2018 as follow:-

1. The complaint is liable to pay all the charges.
2. The respondents are directed to issue no due certificate and process for dismantle after payment of all dues by the complainant.
3. With the above order the CG.No.300/2018 is here by disposed off.

That the Honble CGRF-I has not considered the following facts and not determined the charges payable for the period from 26.3.2011 to 20.1.2015. Hence the said order is liable to be set aside.

a. As per the amended clause no 5.9.4.2 vide proceeding no APERC/Secy/96/2014 dated 31.5.2014.”... ..*The company can also terminate the HT agreement, at any time giving one month notice if the consumer violates the terms of the HT agreement, or the GTCS or the provision of any law touching the agreement including the act and rules made there under, and AP Electricity Reforms Act. 1998. On termination of the HT Agreement the consumers shall pay all sums due under the agreement as on the date of its termination.*” In the present case the appellant has violated the terms of HT agreement by not paying the C.C charges in full with effect from 26.3.2011 hence the respondents ought to have terminate the HT agreement by giving one month notice i.e with effect from 26.4.2011.

b. As per Clause No. 5.9.4.3 “Where any consumer, whose supply is disconnected for non payment of any amount due to the Company on any account, fails to pay such dues and regularise his account within three months from the date of disconnection, the Company shall after completion of 3 months period, issue one month notice for termination of the LT or HT Agreement, as the case may be. If the consumer still fails to regularise the account, the Company shall terminate the Agreement with effect from the date of expiry of the said one month notice. Such termination shall be without prejudice to the rights and obligations incurred or accrued prior to such termination”. In the present case the respondents have disconnection power supply on 9.8.2015 hence the respondents ought to have terminated the HT Agreement as on 9.12.2015.

c. The claim made by the Respondent No. 5 vide his letter No. SE.OP.SAO.JAO.HT.SA.D.No 185 dated 21.9.2016. Is in violation of section 56(2) of the Electricity Act, 2003.

d. Hence, this appeal.

In view of the above stated facts, the Appellant pray to the Hon’ble Vidyut Ombudsman to pass an order directing the Respondents;

**UNDER SUB SECTION 3.35 of Regulation 3 of 2015 dated 3.10.2015:**

- a. To set aside the order dated 29.11.2018 passed by Respondent No. 1 in C.G. No. 300 of 2018/Karimnagar Circle;
- b. To set aside the excess claim of Rs. 9,37,376/- and minimum charges of Rs. 7,22,639/- pertaining to the period from March, 2001 to January, 2015;
- c. To terminate the HT Agreement of Appellant as on 9.12.2015;
- d. To refund security deposit of Rs. 3,14,173/- along with applicable rate of interest as on date of refund;
- e. To issue No Due Certificate; and
- f. Any such other order or orders as may deem fit by the Hon'ble Vidyut Ombudsman in the circumstances of appeal, in the interest of justice and fair play.

**RESPONDENTS WRITTEN SUBMISSION:**

5. The consumer of M/s MRK Industries, IDA Gouthami Nagar, Godavarikhani given representation to dismantle the service duly withdrawing the following charges from 03/2011 to 02/2015 videref 2nd cited above.

- a. Electrical duty charges
- b. Customer charges
- c. ACD charges
- d. ED interest charges
- e. FSA charges
- f. Extra fuel charges
- g. Audit charges
- h. Late payment charges

That the consumer himself accepted that he paid bills from 26.03.2011 onwards by deducting the additional charges to till the plant run i.e 20.1.2015. The consumer requested exemption from the above payment. But as per GTCS of TSNPDCL all the charges have to be payable by the consumer.

That as per the detailed report received from ADE/OP/Godavarikhani, the request letter for disconnection of power supply dated 27.02.2011 is not available at sub-division office.

As per the instruction of SE/OP/Karimnagar the DEE/M&P/ Karimnagar have submitted the reports along with MRI data. After that SE/OP/Karimnagar submitted the proposal to CGM/Commercial. The consumer again represented to dismantle the service for which again submitted report.

Further submitted that from 02/2015 to 08/2015 the service was billed under the status as per the HT service terms and conditions as the consumption recorded as follows.

SL.NO	DATE	KWH	KWH CONS UMPTI ON	KVAH	KVAH CONS UMPTI ON	KVA	REMAR KS
1	21.01.2015	1902113	19924	2021403	20750	196.40	
2	24.02.2015	1904453	2340	2023923	2520	145.20	
3	24.03.2015	1905236	783	2024706	783	9.7	
4	01.04.2015	1905547	311	2025077	371	5.7	
5	23.04.2015	1906123	576	2025654	577	9.8	
6	23.05.2015	1906687	564	2026228	574	6.5	
7	23.06.2015	1907343	656	2026885	657	6.6	
8	22.07.2015	1907998	655	2027543	658	5.8	
9	09.08.2015	1908465	467	2027935	392	4.7	

As per the request of SAO/Karimnagar the consumer has to pay Rs 20,13,810=00. The consumer representing to withdraw the bills raised from 03/2015 to 08/2015 and additional charges from 26/03/2011 to 20.01/2015 and also requested to release his security deposit with interest up to date.

That as per the consumption recorded from 03/2015 to 08/2015 it is observed that industries load was not utilized as the consumption and maximum demand recorded is very less than compared to previous month.

The 315 KVA DTR of consumer premises particulars are as follows:

- a. capacity:315KVA,11KVA/433V and 16.5A/420A
- b. Serialno: ET-05,make.
- c. Year of manufacturing:2004
- d. Percentage of impedance:4.1%

That Hon'ble forum CGRF-1 issued the orders vide 13th cited above.

- a. The complaint is liable to pay all the charges.
- b. The respondents are directed to issue no due certificate and process for dismantle after payment of all dues by the complaint.
- c. With the above order the CGno 300/2018 is here by disposed off.

**6. REJOINDER OF THE APPELLANT:**

The Respondent No. 5 has not filed any details of additional charges deducted by the appellant from 26.03.2011 to 20.01.2015 hence kindly direct the Respondent No. 5 to furnish the same month wise. In reply to para 8 the respondent No. 5 sated that from 2/2015 to 8/2015 the service was billed under live status as per the HT service terms and conditions. The allegation of Respondent No. 5 is denied. No bill raised from 2/2015 to 8/2015 and served to the appellant at any point of time as the instruction was not in operation since january 2015. Hence the claim of said period now is in violation of section 56(2) of the electricity act 2003 and ilable set aside.

In reply to Para No. 9, the Respondent No. 5 stated that as per report of SAO/OP/Karimnagar the Appellant is due of Rs 20,13,810/-as on 31.10.2018. The Respondent No. 5 vide its letter No. 185 dated 21.9.2016 submitted to CGM(comm) showing arrears outstanding as on the date of submission of proposal in Sl.No 13 as Rs. 28,31,866/-. It is established that the Respondent No. 5 is not having any correct record. Hence this Hon'ble authority may be directed the Respondent No. 5 to furnish the details of their claim month wise and component.

**7. REJOINDER BY THE APPELLANT:**

That during the hearing held on 02.04.2019 the Appellant and Respondents mutually agreed to reconcile the amount in which discrepancy is found and arrives the amount payable as on the date of termination as on 8.12.2015. In this regard the following facts are to be considered.

**OCTOBER 2012 BILLING MONTH:**

That the Hon'ble APERC imposed R&C period with effect from 12.9.2012. Accordingly during October, 2012 billing month the R&C period was in operation. Thus the bill for October'2012 is to be raised as per specific condition of R&C proceeding mentioned at page no 8 of the said order. But the respondents claimed Rs 40,250 at normal rate Rs,1,29,750 at penal rates and Rs 7,03,416 at penal charges which are not correct arbitrary and liable to be withdrawn. A Copy of bill dated 26.10.2012 is enclosed as Annexure II.

It is pertinent to note that the Hon'ble APERC vide proceeding no APERC/Secy/154/2013 dated 8.8.2013 waived the 50% penalties.

Hence the October' 2012 billing month CC bill dated 26.10.2012 is to be revised.

**MAY,2013 BILLING MONTH:**

That in May,2013 bill dated 26.5.2013 the Respondents have claimed an amount of Rs 1,10,775/- towards audit S/F 14/131 which is not correct, arbitrary and liable to be withdrawn.

Apart from the above it is to be noted that the R&C period was in operation from 12.09.2012 to 31.08.2013. Accordingly the Respondents ought to have raised the bills for the said period as per R&C orders only i.e demand charges at proportionate rates for the actual demand supplied but claimed full rate even on the quantity not consumed by the appellant i.e 80% quantity the same are paid by the appellant. Hence the Hon'ble authority may be direct the respondents to issue revised bills from 12.9.2012 to 31.8.2013 as per R&C orders. A copy of bills from october 2012 to august 2013 are enclosed as annexure IV.

**FSA CHARGES:**

That the respondents have claimed the FSA charges of Rs.3,93,766/- during the period from 26.03.2011 to 26.02.2013. The same will be paid as per the Orders of Hon'ble Supreme Court of India, Hon'ble High Court for the State of Telangana.

**MINIMUM CHARGES CLAIMED AFTER 4 MONTHS FROM THE DATE OF DISCONNECTION:**

That the Respondents during hearing held on 02.04.2019 admitted that the minimum charges claimed after four months date of disconnection after 8.12.2015 will be withdrawn.

In view of the above, the Appellant will make the payment of actual amounts payable as on 8.12.2015, subjected to revision of bills of R&C period, from 12.9.2012 to 31.8.2013, subjected to the orders of Hon'ble Supreme Court and Hon'ble High Court in respect of FSA and withdrawal of minimum charges after 4 months from the date of disconnection i.e minimum charges claimed after 8.12.2015.

**8. SE/OP/PEDDAPALLI WRITTEN SUBMISSION:**

The Permitted Demand Limit (PDL) charges Rs 1,29,750/- were levied as per Hon'ble APERC orders. Regarding Permitted Consumption Limit charges Rs 98,952/- were levied and the remaining Rs 6,03,360/- was withdrawn vide JE No. 24 of 11/2012, as against Rs 7,03,416/- levied in CC bills dt 26.10.2012.

In reply to Para 2 it is to submit an amount of Rs 1,10,775/- raised as short fall pointed out by internal audit vide slip No. AO/IA/WJL unit/audit slip no.25 Dt.10.04.2013. A notice was issued to the consumer for the payment of about shortfall amount vide Lr.No SE/OP/KNR/SAO/JAO(HT)/SA/D.no 27/30 Dt.15.04.2013 due to non payment of shall fall amount Rs 1,10,775-00 including CC bill dt 26.05.2013 .

In reply to para no 3 it is to submit that Hon'ble Supreme Court of India delivered judgment on FSA in favour of DISCOMS and directed that Appellant to make the deposit along with interest vide judgment dt 05.07.2016 against SPL © No 12398/2014 and batch cases passed by the Hon'ble supreme court of india.



**9. REPLY FILED BY APPELLANT:**

As per clause 12 proceeding no APERC /Secy. /14/2012-13 dt 14.9.2012 the billing demand shall be the maximum recorded during the month and Clause 230.6.(6) of tariff order shall not apply during the R&C measures.

As per clause 19 proceeding no APERC/Secy./16/2012-13 dt 1.11.2012 the demand charges to be levied on provided bases accordingly the Respondents ought to have issue the CC charges bills from October'2012 to August'2013 duly applying the above conditions but the respondents claimed Rs 1,29,750/- the awards PDL charges Rs 5,323/- towards TOD units and Rs 7,03,416/- towards PCL charges without furnish any details of consumption,calculation,pertaining to which billing month hence the same is violation of Clause 4.2 of regulation 5 of 2004.

It is pertinent to note that the appellant followed from 13.6.2019 to 19.6.2019 to obtain the revised bills from October, 2012 to August,2013 as per the above said proceedings as per actual consumption, but the Respondents have not furnished the same. Hence , the claim of above said amounts are liable to be set aside.

**IN REPLY TO PARA NO 2:**

In the absence of revised bills of R&C period i.e from October2012 to August, 2013 as per actual consumption authenticity correctness is in question.

**IN REPLY TO PARA 3:**

No details of claim of Rs 1,10,775/- is furnished hence liable to set aside.

In view of the above stated facts, the appellant pray to to this Hon'ble authority to allow the appeal as prayed for.

**10. WRITTEN ARGUMENT OF APPELLANT:**

That the appellant vide its complaint dt 29.9.2108 approached before Respondent No. 1 seeking relief for the Rs 9,37,376/- pertaining to additional charges of 27 months and Rs 7,22,639/- of minimum charges of 6 months total into Rs 16,60,015/-. The respondent. No 5 vide its lr .No SE.OP.SAO.JAO.HT.SA.D.No 185 dt 21.9.2016 addressed to Chief General Manager(Comml) TSNPDCL,Warangal informed the due amount Rs 16,61,599/- upto August 2015. The Respondent No 1. vide its order dt 29.11.2018 in CG No 300/2018 order as "The complainant is liable

to pay all the charges” without arriving any amount along with its finding aggrieved by the said order. The appellant preferred the present appeal.

The Respondent No.5, while filling its counter before this Hon'ble authority vide Lr No SE/OP/PDPL/ADE. (comml) /AEE(comml) /F.No VOTS/D no 526/18 dt. 19.2.2018 increased to due amount from Rs 16,61,599/- to 20,13,810/-. Hence the difference of Rs 3,52,211/- is not correct, illegal and liable to set aside.

Accordingly this appellant reviewed its account and found that during october 2012 the Respondent No 5 claimed an amount of Rs 1,29,750/- towards PDL charges and 7,03,416/-towards PCL charges without furnishing any details hence this amount were also deducted by the appellant and brought to the notice of Respondent No. 5 Vide rejoinder dt 20.04.2019.

The Respondent No 5, Lr No SE/OP/PDPL/ADE. (comml) /AEE(comml) /F.No VOTS/D.no 90 dt 15.5.2019 filed its reply to rejoinder dated 20.4.2019 of appellant before this Hon'ble authority.

The Respondent No. 5 while filling its counter before this Hon'ble authority vide Lr No SE/OP/PDPL/ADE. (comml) /AEE(comml) /F.No VOTS/D no 526/18 dt 19.02.2019 informed that they have claimed the bills from 2/2015 to 8/2015 under the live status without furnishing any amounts this Appellant while its rejoinder dt 27.2.2019 stating that during the said period the factory of the appellant was closed. Hence no bills were served hence the claim of said period is barred by section 56(2) of the electricity act 2003. It is pertinent to note that the Respondents No. 5 not furnished any evidence /proof of serving of its bills of the period from 2/2015 to 8/2015 along with its Lr No 526 Dt 19.2.2019. Hence the claim of Respondent No. 5 is illegal and liable to set aside.

**11. WRITTEN SUBMISSION OF SE/OP/PEDDAPALLI:**

That demand charges are levied in accordance with provision of clause 12 of proceeding no APERC/Secy/14/2012-13 dt 14-9-2012. Hence no revision of bills is required.

That regarding PDL charges 1,29,750/- as PCL charges 7,03,416/- levied in CC bills for the month of October,2012 dated 26-10-2012.

In reply to para no 2, it is submit that no revision of bills is required as CC bills were issued as per clause 12 of proceeding no APERC/Secy/14/2012-13 dt 14-9-2012.

In reply to Para No 3 a detailed working sheet was already submitted for the claim of Rs 1,10,775-00 vide reference 20th cited.23

**12. WRITTEN SUBMISSION OF SE/OP/PEDDAPALLI:**

Para no 1:- it is to submit that the consumer given application to ADE/OP/Godavarikhani for waiver of minimum charges during the disconnection period under sick industries. As per the request of consumer ADE/OP/Gadavarikhani submitted the report to SE/OP/karimnagar vide Lr.No 1.ADE/OP/GDK F.No HT.DNo 268/16 dt28.07.2016and 2. ADE/OP/GDK.FNo Ht.DNo 338/16 Dt29.8.2016.

With the ADE/OP/Godavarikhani Lr. SE/OP/Karimnagar submitted the proposal to the CGM (Comml) /TSNPDCL/Warangal, Vide Lr.No SE/OP/KNR.SAO.JOAO.HT.SA.D.No 85 dt 21.09.2016. In the proposal of SE/OP/Karimnagar mentioned the arrears as on the date of submission of Rs 28,31,866/- and arrears as on the date of disconnection 8/2015, Rs 16,61,599/-. The Hon'ble CGRF /TSNPDCL was given order vide CG no 300/2018 of Karimnagar circle 29 th day of November as “the complaint is liable to pay all the charges”. The consumer also accepted agreed by the Hon'ble CGRF order.

In reply to Para No. 2 it is to submit that the appellant has to pay 20,13,810/- along with additional charges till the date of payment.

In reply to Para No. 3 the details of PDL charge 1,29,750-00 and PCL charges Rs 7,03,416/- already have been submitted vide Lr.No SE/OP/PDPL/ADE-Comml/F.No VOTS/D.No. 90, Dt 15.05.2019.

In reply to para no 4 the reply for the same was already submitted vide Lr.No SE/OP/PDPL/ADE-Comml/AAE.Comml/F.No VOTS/d.no 807/18, Dt 08.03.2019, the allegation made by appellant is denied every month bill was issued to appellant without any delay as prior to that period.

## Heard both sides

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

1. Whether the Appellant is entitled to set aside the claim of Rs 9,37,376/- towards additional charges, Rs 7,22,639/- towards minimum charges, refund security amount of Rs 3,41,173/- and issuance of No Due Certificate? And
2. To what relief?

## Issue No.1

14. The Appellant claimed that the Respondents have imposed excess charges claiming to be additional charges from the month of March'2011 while the Respondents contended that the so called excess charges as stated by the Appellant are towards Electrical duty charges (a) Customer charges (b) ACD charges (c) ED interest charges (d) FSA charges (e) Extra fuel charges (f) Late payment charges which are liable to be paid by the Appellant as per the Tariff Orders. The Appellant on the other hand, did not deny the existence of the above said charges in the disputed bills. Except audit charges levied, all other above said charges falls under the additional charges. The Appellants failed to explain why they have not paid the additional charges levied by the Respondents nor they have justified their actions in spite of their knowledge of the above said charges. The audit charges of Rs 1,10,775/- for the period from April'2012 to March'2013 is found to be the shortfall amount in the internal audit conducted by the Respondents against the service connection No. KRM 164, hence added in the CC bills.

15. Since admittedly the Tariff Orders prescribes the consumer to pay the additional charges levied by the Respondents, the burden is entirely on the Appellants i.e. the consumers to explain why they have not complied with the Tariff Orders, but in this case the Appellant fails to explain why they have not paid and why the Respondents are not entitled to collect the same as prescribed under the Tariff Orders. Admittedly since the Appellants have not paid the additional charges they are liable to pay the same.

16. The contention of the Appellants is that when there was no usage of electricity supply for their service connection No. KRM 164 during the period from 26.03.2015 to 26.08.2015, they are not liable to pay any electricity bills for the said

period, yet the Respondents have issued bills for an amount of Rs 7,22,639/- under minimum charges, as such contended that these charges are to be termed as extra bills in terms of monthly minimum charges of the lighting load. On the other hand the Respondents clarified that though there was no industrial load of usage of electricity during the period from 26.03.2015 to 26.08.2015, there was certain consumption in terms of progressive reading between 371 to 783 units per month as per Table No.1. Hence the connection was billed under Live status and the bills were issued as per the provisions. The Respondents admitted that the usual consumption load of the Appellant industrial load was upto 20000 units on an average, but in view of non functioning the unit the consumption was 371 to 783 units and hence the Appellants were billed for the consumed units. They pointed out that, though the Appellants have claimed that they have given a letter for dismantling the service connection through fax dt.26.02.2015, they have not received any such fax. The evidence on record also shows that the Appellants have not filed any acknowledgement showing issuance of any fax letter to the Respondents. Hence in the said circumstances it is found that there is no discrepancy in billing of Rs 7,22,639/- towards the minimum consumption charges.

17. The Appellant relied on the amended clause 5.9.4.2 of the GTCS, which envisages termination of the HT agreement in case of violation of terms of HT agreement. It was held that the appellant violated the terms of HT agreement by not paying the additional charges, hence the HT agreement could have terminated by the Respondents for such violation w.e.f 26.04.2011. A perusal of the events shows that there was no violation of Agreement, the appellant continuously paid the CC charges until 31.03.2015, but did not pay the additional charges owing to certain dispute and in view of regular usage of supply there will be no compulsion to terminate the agreement abruptly, except in case of disconnected service towards non payment of arrears.

The other clause relied on by the Appellant was on the clause 5.9.4.3 wherein, if the supply of the consumer is disconnected for non payment of any amount due to the company and fails to pay such dues and regularise the amount within three months from the date of disconnection, the company shall give one month notice to regularise the account, if the consumer still fails to regularise the account, the company shall terminate the account w.e.f. expiry of the said one month notice. In the present case the Appellant urged that the supply was disconnected for want of

payment of dues on 09.08.2015 and hence as per the above given clause the HT agreement shall be terminated from 09.12.2015. This plea of the appellant is admissible and the agreement shall rightly be terminated after 4 months from the date of disconnection based on the clause 5.9.4.3 of the GTCS.

The Appellant questioned the different arrears amount shown by the Respondents at different times through their letters which is given below:-

**Lr.No.SE/OP/KNR/SAO/AAO(HT)/JAO/JA/D.No.226/18 dt.31.10.2018 of SAO/OP/Karimnagar**

Date of disconnection	- 09.08.2015
Arrears as on the date of disconnection (Sep-15)	- Rs 17,91,849/-
4 months demand from the date of disconnection	- Rs 5,36,134/-
Total	- Rs 23,27,983/-
Balance to be paid after SD(Rs 3,14,173/-) adjustment	- Rs 20,13,810/-

**Lr.No.SE/OP/SAO/JAO(HT)/SA/D.No.346 dt.18.11.2016**

Date of disconnection	- 09.08.2015
Arrears as on the date of disconnection (Aug'15)	- Rs 16,61,599/-
Arrears outstanding as on the date of submission of proposals	-Rs 28,31,866/- (bill stopped in the month of 06/2016)

As per the above given two calculations over the payment of arrears there is confusion over what is the actual amount to be paid. In the letter dt.31.10.2018 arrears as of the date of disconnection was shown upto Sep,2015 for Rs 17,91,849/-. Whereas the date of disconnection was stated to be 09.08.2015 and in the letter dt.18.11.2016 arrears as on the date of disconnection was shown upto Aug,2015 for Rs 16,61,599/- which is contradictory to each other. There is no dispute on the date of disconnection of power supply i.e. on 09.08.2015. Hence as on the date of disconnection 08/2015, arrears shall be Rs 16,61,599/-.

In view of the above, contradiction and non clarity of arrears to be paid respondents are directed to issue fresh demand to the Appellant as per the GTCS

clause 5.9.4.3 & tariff orders in vogue taking arrears as on date of disconnection, Rs 16,61,599/- (+) 4 months minimum charges (-) Available Security Deposit (+) Delayed Payment Surcharges.

18. The Appellant raised several other issues relating to billing

**R&C period billing:-**

The Appellant held that during the period from October'2012 to August'2013 the Respondents has issued bills which are not according to the R&C orders and also waiver of 50% penalties as per the APERC proceeding dt.08.08.2013 was not incorporated. It was held that Respondents claimed Rs 40,250/- at normal rate Rs 1,29,750/- at penal rates and Rs 7,03,416/- at penal energy charges for the month of October'2012 which are not correct and liable to be withdrawn. In reply the Respondents held that the Permitted Demand Limit (PDL) of Rs 1,29,750/- and Permitted Consumption Limit (PCL) Rs 98,952/- were levied as per the Hon'ble APERC orders and Rs 7,03,416/- levied in CC bill dt.26.11.2012, and Rs 6,03,360/- was withdrawn vide JE No.24 of 11/2012. Further that 50% of PDL charges Rs 8487/- i.e. (Rs 129750.00 x 50%) and 50% of PCL charges Rs 49476/- (98952x50%) were waived as per the orders of Hon'ble APERC.

In view of the above, the R&C bills issued by the Respondents are in line with the APERC proceedings.

**Internal audit shortfall amount**

The Appellant claimed that on the shortfall amount of Rs 1,10,775/- towards internal audit is not correct, arbitrary and liable to be withdrawn, but not given reasons for basis of such conclusion. The Respondents have given the calculation sheet over the internal audit for the period 04/2012 to 03/2013 of the subject service connection which is placed below:-

KRN-164 M/s. MRK Industries - CMD 200 KVA - MF-1

Month	CMD	KVAH Consumption		RMD recorded	
		OFF peak	Peak	Off Peak	Peak
10/2012	200	35832-5369=30463	5369	161.0	152.0

### **Amount to be billed**

Demand charges	=	120*250	=	30000.00
Energy charges	=	31663x85x4.80	=	129185.04
Energy charges (35832-4169)	=	31663x15%x6.00	=	28496.70
PDL(As per working sheet)			=	129750.00
PCL(As per working sheet)	=		=	100056.00

### **Already billed:**

Demand and energy charges(40250+129750+5510.4+98952+32250)	=	306712.40
Shortfall to be billed	=	<b>110775.34</b>
		<b>or 110775.00</b>

The above given calculations clarifies the reasons for shortfall and hence liable to be paid.

### **FSA Charges**

The Appellant held that the FSA charges of Rs 3,93,766/- for the period from 26.03.2011 to 26.02.2013 shall be paid as per the Orders of the Hon'ble Supreme Court of India and Hon'ble High Court for the State of Telangana. In response the Respondents held that Hon'ble Supreme Court of India delivered judgment on FSA in favour of DISCOMS and directed that appellant's to make the deposit along with interest vide judgment dt 05.07.2016 against SPL © No 12398/2014 and batch cases passed by the Hon'ble Supreme Court of India. In view of the above the above said FSA charges are liable to be paid.

Hence in view of the above discussions the Respondents are directed to issue fresh demand to the Appellant taking arrears as on the date of disconnection, Rs 16,61,599/- (+) 4 months minimum charges (-) Available Security Deposit (+) Delayed Payment Surcharges, duly withdrawing the monthly minimum charges if any, levied beyond 4 months from the date of disconnection. A compliance to such effect shall be submitted to this authority within 15 days from the date of receipt of this order. The Appellant is directed to pay the fresh demand and the



Respondents are free to issue No Due Certificate after payment. And the plea of the appellant to withdraw the amount of Rs 9,37,376/- towards additional charges & Rs 7,22,639/- billed for the six months from 21.3.2015 to 26.8.2015 is found to be against the provisions prescribed and as such cannot be considered. Hence accordingly decides this issue.

**Issue No.2**

19. In the result, the Appeal is accordingly disposed.

TYPED BY Clerk Computer Operator, Corrected, Signed and Pronounced by me on this the 19th day of September, 2019.

Sd/-

**Vidyut Ombudsman**

1. M/s. M.R.K.Industries, represented by Sri. M. Venkata Swamy, Plot No.16/A/1, Gouthami Nagar, IDA Ramagundam, Peddapalli, Karimnagar - 505210. Cell: 9948339333.
2. The AE/OP/W/Godavarikhani - 9440811498.
3. The ADE/OP/Godavarikhani - 9440811431.
4. The DE/OP/Manthani - 9491045995.
5. The SE/OP/Peddapalli - 7901093955.

**Copy to :**

6. The Chairperson, Consumer Grievance Redressal Forum - 1, TSNPDCL, Nakkalagutta, Hanamkonda, Warangal.
7. The Secretary, TSERC, 5<sup>th</sup> Floor Singareni Bhavan, Red Hills, Lakdikapul,Hyd.