

BEFORE THE FORUM
FOR REDRESSAL OF CONSUMER GRIEVANCES
IN SOUTHERN POWER DISTRIBUTION COMPANY OF A.P LIMITED
TIRUPATI

On this the 19th day of December 2013

In C.G.No: 108/ 2013-14/ Ongole Circle

Present

Sri K. Paul
Sri A. Venugopal
Sri T. Rajeswara Rao
Sri A. Satish Kumar

Chairperson
Member (Accounts)
Member (Legal)
Member (Consumer Affairs)

Between

Sri.Palepu Peter Paul
C/o Salman
ITI colony
Desayipeta Post, Vetapalem mandal,
Prakasam-Dist

Complainants

And

1. Assistant Accounts Officer/ERO/Vetapalem
2. Assistant Engineer/Operation/Chinnaganjam
3. Assistant Divisional Engineer/Operation/Chirala

Respondents

* * *

Sri.Palepu Peter Paul, C/o Salman, ITI colony, Desayipeta Post, Vetapalem, mandal, Prakasam-Dist herein called the complainant, in his complaint dt: 04-07-2013 filed in the Forum on dt: 04-07-2013 under clause 5 (7) of APERC regulation 1/2004 read with section 42 (5) of I.E. Act 2003 have stated that

1. He is an industrial consumer with SCNo:233 at Motupalli village of Chinnaganjam Mandal in Prakasam-Dist.
2. The supply was being utilized for prawn culture and he is the lessee for the said service. He received a notice on 28-05-2013 wherein it was mentioned that he will be penalized if the contracted load of 49HP is exceeded and the consumption crosses 300 units per month.

3. But he received bills even prior to that date with penalties which is unjust. Under the pressure of the AE and the ADE he paid penalties totaling to about 3 lakhs on 29-05-2013 and Rs.2 lakhs on 23-06-2013.
4. Again for the months of May and June 2013 he received bills with penalty amount of Rs.3,92,307/-.
5. In the beginning the service was released for a load of 30HP and he applied for and paid for an additional load of 30HP an amount of Rs.85000/-, but the load was enhanced by 19HP only leaving the 11HP.
6. Had the load was released for 30HP additionally the total load could have been 60HP and there will not be any penalty for the additional load. The amount corresponding to the 11HP un released was not paid back to him till to date.
7. Requested for justice.

Notices were served upon the respondents duly enclosing a copy of complaint.

The respondent-2, i.e. the Assistant Engineer/Operation/Chinnaganjam in his written submissions dt: 16-07- 2013, received in this office on 22-07-2013 stated that:

1. B.Hariprasad Rao joined as Assistant Engineer/Operation/Chinnaganjam on 23-05-2013. For the above service the contracted load is 49HP. But the records MDs are 32.1 KVA, 67.9 KVA, 78.9 KVA, 97.2 KVA & 99.8 KVA in the month of 01/2013, 02/2013, 03/2013, 04/2013, 05/2013 respectively. As seen from the above consumer has exceeded PDL in too much.
2. As per PCL calculations, the allowable PCL is 20874 units per month only. But the consumer has utilised 22211 units, 32199 units and 23574

units in the months of 03/2013, 04/2013, 05/2013 and exceeded PCL also.

3. While seeing the consumer representation it is observed that, by blaming the department, he wants to escaping simply. He mentioned that, no body can not guide about additional load R&C penalties. But it was 100% wrong. We are giving well announcement regarding R&C penalties which was “if any body exceeds the PDL it can be billed 6times and if exceeds the PCL, it can be billed 5 times”. All the consumer has good aware of that R&C restricting. They all together having association in the name of Kundara straight cut aqua formers association’.
4. By knowing our restrictions they all get together and put a meeting at their associatiion building. At that meeting they all together decided that no body cannot take the notice of R&C restrictions and penalties. Due to that he simply refused to take R&C restrictions notice. The same notice was pasted on the door. The duplicate notice was enclosed. And another thing is while observing the recorded RMD, it is observed that he has continuing the additional load after first penalizing. It causes for further months penalties. By exceeding sanctioned contracted load (i.e. 49 HP), He over look the terms and conditions of LT agreement. The service was feeding the supply from 11KV Motupalli Indl. Feeder. He has another 2 nos aqua services they are ISC No:870 and ISC No:720 Rajubangarupalem. For these 2 services also he exceeded the contracted load and over look the terms and conditions of LT agreement. Due to power drawback and bad power crises to safe guard the power grid, the department has taken up the R&C restrictions while billing in every month, if any body exceeds the contracted load we automatically intimate on the spot about

regularisation of additional load. And in bill, if consumer exceeds contracted load, automatically a quotation will appear on the bill it self, as “regularise your additional load immediately.

5. With out taking R&C restrictions notice, with out looking terms and conditions of LT agreement, with out under standing the bad power conditions of the state, he simply behave very carelessness.
6. As per the instructions of corporate office, Tirupati the PCL & PDL penalties has billed. Regarding the PCL & PDL the consumer has informed several times, but he ignored. The connected DTR is 63KVA and the transformer has also failed due to over load and informed the consumer to utilise the load as per connected load and requested to regularise the additional load.

The respondent-2 in his further reply dt:15-11-2013 furnished additional information with relevant documental evidences received in this office on 04-12-2013 and is as follows

1. Copy of application for additional load of 30HP or other:

Remarks: Any application was not booked against additional load. The 19HP additional load was regularized by paying amount at ERO/Vetapalem, with additional load notice. So LT application was not available.

2. Copy of PCB where in the DD's for the said amount of Rs.85000/- are booked.

Remarks: AN amount of Rs.69050/- was paid vide PCB No:32472 dt:30-11-2012. The same was enclosed.

3. Copy of sanction for the said additional load of 19HP released.

Remarks: The additional load booked manually. So there is no any sanction copy. Additional load was booked for 30HP and payments were made for 30HP,, but by mistake 19HP additional load was regularized instead of 30HP. For balance 11HP additional load was released in 11/2013 month.

Findings of the Forum:

1. The grievance of the complainant is that he was penalized for exceeding the contracted load and crossing the permitted consumption during R&C period even earlier to the receipt of notice to that effect and also the respondents did not release the total load of 30HP additionally he applied for over and above the existing 30HP and released only 19HP leaving 11HP un released and the amount corresponding to the said un released load is not given back to him requested to render justice.
2. The respondent-1 i.e. the AE/Opn/Chinnaganjam replied that he assumed charge on 23-05-2013.
3. The consumer continued exceeding the contracted load from January 2013 onwards and reached to a maximum of 99.8KVA in the month of 05/2013 and also he exceeded the consumption limit of 20874 units per month by utilizing 22211, 32199, 23574 units in the months of March, April, and May respectively.
4. The AE replied that all the consumers were informed of the R&C penalties and the consumer is well aware of the R&C conditions. But in the notice dt;24-11-2012 it was mentioned that the contracted load of 49 HP shall not be exceeded and also the consumption limit of 300 units per HP shall not be exceeded and the penalties will be of 6 times the normal rates.

5. Though it was mentioned that the consumer herein the complainant refused to receive the notice and the same was pasted on the door of his premises the date on which the said notice was pasted is not mentioned and there is no evidence to that effect. While the said notice is dt:24-11-2012 the complainant alleges that the notice was received by him on 28-05-2013 i.e. after 6 months.
6. From the consumer side though he alleges that he would not have penalized if he was given the additional load of 30HP over and above the 30HP existing totaling to 60HP, he failed to restrict his loads below the said 60HP and exceeded continuously from January to May 2013 and the highest MD during the said period was 99.8 KVA equivalent to 120HP which is much on high side.
7. It is also equally important to note that the consumer did not stop crossing the limits of R&C though alerted by penalties starting in the month of January 2013 to May 2013. He should have got corrected himself and tried to be within the limits of R&C.
8. If the contention of the complainant that he is not aware of the penalties applicable during R&C periods as he was not served with any sort of any notice it is felt justified that the respondents may collect the penal charges duly exempting the first month i.e. January 2013 during which the consumer was made aware of the R&C penalties through the bill itself. The consumer should have approached the respondents and got clarified about the excess billing and the remedial methods to be adopted to avoid such penalties which the consumer did not follow.

9. The respondent stated that the additional load was regularized as a case was booked against the service and the necessary payments were received at ERO/Vetapalem and hence no application was available.
10. The notice for additional load itself contains the text that the consumer shall file an application afresh for the said additional load duly paying the necessary fee towards application. As such the respondents should have collected an application and a revised agreement concluded with the increased load which was not done so. The respondents admittedly stated that the complainant paid for an additional load of 30HP booked, but by mistake only 19HP was regularized instead of 30HP the balance 11HP was released in 11/2013.
11. The payment was made on 30-11-2012 where as the additional load was released on 30-11-2013.
12. Apart from this the contracted load shall be treated as 60HP, but not 49HP with effect from 01-01-2013.

The RMD of the service from 01/2013 onwards were

Month & Year	RMD	CMD as per records	CMD that had to be considered
01/2013	32.1	49HP	60HP
02/2013	67.9	49HP	60HP
03/2013	78.9	49HP	60HP
04/2013	97.2	49HP	60HP
05/2013	99.8	49HP	60HP

13. The respondent produced the copy of the notice which contains that the consumer refused to take the notice and hence was pasted to the door at his premises.

14. Both the persons attested the notice belongs to the licensee one is the respondent-2 and the other is LI, Chinnaganjam and hence cannot be taken into consideration as an evidence. They should have obtained a photograph of the notice while it was on the consumers door atleast when there is none come forward to witness the action of the respondents.
15. As such it is felt by the Forum that the consumer knowingly exceeded the contracted load of 60HP he requested for which indicates that the consumer blaming the respondents for levying the penalties is not justified and hence he is liable to pay the CC.Charges as per the demands raised by the respondents excepting for the month of January 2013 as far as normal billing is concerned only but shall not be put on the complainant as far as the billing with respect to R&C.
16. As such the release of said additional load was delayed by one year on account of which the consumer suffered with penalties. The maximum period within which the additional load shall be released is 30 days in accordance with the GTCS, but where as in this case the release was delayed by 11 months for which the consumer is to be compensated by the respondents @ Rs.50/- for each day of default and the total amount payable is Rs.16700/-.
17. The penalties are to be met by the officer concerned for his laxity in intimating the consumer, since the licensee company shall not loose its revenue.

In view of the above, the Forum passed the following order.

ORDER

The respondents are directed that

1. They shall revise the bills of the consumer service no.233, Motupalli duly considering the CMD as 60HP with effect from 01-01-2013 and adjust the amounts if any paid in excess to the service for the future bills.
2. They shall remit an amount of Rs.16700/- to the consumer's service within 90 days from the date of this order.
3. They shall report compliance on the items 1 to 2 of the above order within 97 days of this order.

The complainant shall pay the penal charges from the month of February 2013 to June 2013 for exceeding the contracted load, but without any reference to the R&C.

Accordingly the case is allowed and disposed off

If aggrieved by this order, the complainant may represent to the Vidyut Ombudsman, O/o the APERC, 5th floor, Singarenibhavan, Redhills, Hyderabad-500004, within 30 days from the date of receipt of this order.

Signed on this the 19th day of December 2013.

Sd/-
Member (Legal)

Sd/-
Member (C.A)

Sd/-
Member (Accounts)

Sd/-
Chairperson

Forwarded by Orders

Secretary to the Forum

To
The Complainant
The Respondents
Copy to the General Manager/CSC/Corporate office/Tirupati for pursuance in this matter.