

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

On this, the 25th day of June 2014

In C.G.No: 204/ 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. Veeramreddy Subbarami Reddy
Gopanipalli - Village & Post,
Komarolu Mandal,
Prakasam-Dist.

Complainant

And

1. Assistant Engineer/Operation/Komarolu
2. Assistant Divisional Engineer/Operation/Giddaluru
3. General Manager/Internal Audit/SPDCL/Tirupati
4. Divisional Engineer/Operation/Markapur
5. Senior Accounts Officer/Operation/Ongole
6. Superintending Engineer/Operation/Ongole

Respondents

* * *

Sri. Veeramreddy Subbarami Reddy, Gopanipalli - Village & Post, Komarolu Mandal, Prakasam-Dist herein called the complainants, in his complaint dt:24-02-2014 filed in the Forum on dt: 24-02-2014 under clause 5 (7) of APERC regulation 1/2004 read with section 42 (5) of I.E. Act 2003 had stated that

1. He is a domestic consumer at Gopanipalli village of Prakasam-Dist and the service number was 189.

2. On 10-04-2006 he received a notice for an amount of Rs.10,961/- and Rs.1000/- towards compounding fees that he utilized power supply through the meter.
3. Accordingly on 19-05-2006 he paid an amount of Rs.5,510/- and requested in writing to excuse him treating the crime as the first instance.
4. Based on the above the department duly excusing him had not included the balance amount in his bills, but after a period of 6 years the said amount was included in the bill of 01/2012 in respect of SC No.189 and is continued to include.
5. The department officers duly excusing him excluding the penalty amount allowed to pay the regular CC.Charges keeping aside the penalty amount.
6. Requested the Forum to pass such orders to withdraw the balance amount of Rs.5,023/- in his future bills which is included after a period 6 years.

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

The respondent- 3 i.e. the General Manager/Internal Audit/SPDCL/ Tirupati in his written submission dt: 12-03-2014, received in this Forum on dt:12-03-2014 stated that:

1. M/s Madhuri & Co., Charteted accountants, audited the accounts and records of the Sub-ERO/Giddaluru as per the audit programme from 01-12-2011 to 05-12-2011. During the course of audit on review of theft/malpractice cases register and monthly return, it was noticed by the auditor that there are 185 no cases are pending for realization against the theft/malpractice cases. The same was commented vide para No.3 of I.R.12-2011. Further action has been taken by the Junior Accounts Officer, Sub-ERO/Giddaluru on the objection of the audit para.

2. In this connection, the name of the respondent No.3 may kindly be deleted from this case since the respondent-3 is not at all concerned as the action taken by the AAO/Sub-ERO/Giddaluru.

The respondent- 1 and 2 i.e. the Assistant Engineer/Operation/Komarolu and the Assistant Divisional Engineer/Operation/Giddaluru in their separate written submissions are similar dt: 09-04-2014, received in this Forum on dt:16-04-2014 stated that:

1. The consumer himself accepted through his representation that his service No:189 of Gopanipalli village was booked under theft of energy case on 10-04-2006, and he accepted the case, paid Rs.5510 towards 50% of theft of energy amount. The party stated in his representation that he made appeal, for waiver of balance theft of energy amount of Rs.5510. No of times department people approached to the consumer to pay the balance amount. It is not true that the department asked to pay balance amount after six years.
2. There is no proof of representation produced by the party for waiver of balance 50% theft of energy amount. The party made representation to the Honourable Forum wanting to avoid payment which is due to the department.
3. The honourable Forum may please be examine the regulation 5 of 2004 clause 4.8.2., whether this clause may applied to this case or not. Because as per the above clause mentioned arrears as “arrear of charges for electricity supplied”. But this case pertains to theft of energy charges, not Electricity supplied charges.
4. The delay in submission of reply is due to work load as March is financial year ending hence excuse delay.

Findings of the Forum

1. The grievance of the complainant is that a theft of energy case was registered against this domestic service on 10-04-2006 and the amount of assessment towards the theft was Rs.10,961/- and Rs.1,000/- towards compounding fees out of which he paid 50% of the assessed amount Rs.5,510/- and Rs.1,000/- towards compounding fees on 19-05-2006, but the balance amount of assessment was not claimed by the department for about 6 years considering his request and continued to accept his regular CC.Charges and not insisting upon for the balance 50% of the assessed amount and hence requested for cancellation of the balance amount in view of his poverty and delayed claim.
2. The respondent-1 and 2 is the AE/Opn/Komarolu and the ADE/Opn/Giddaluru in their similar replies stated that the consumer herein the complainant he himself duly accepting the theft of energy case booked against his service no:189 of Gopanapalli village on 10-04-2006 had paid 50% of the amount Rs.5,510/- against the service and the complainant stating that the department asked to pay the balance amount after six years is not true in view of the fact that the department approached the consumer number of times and the representation made by the party for waiver of balance 50% of amount. The respondents also contested that in accordance with regulation 5 of 2004 clause 4.8.2 the arrear amount in accordance with the said clause is the charges for electricity supply where as this case pertains to theft of energy charges.

3. The respondent-3 i.e. the GM/LA/SPDCL/Tirupati in his written submission stated that the said arrear amount was identified during the audit programme at Sub-ERO, Giddaluru from 01-12-2011 to 05-12-2011 and during the review of theft of energy cases register and the monthly return the auditors noticed that there were 185 number cases pending for realization against the theft /malpractice cases and was commented through audit para No.3 of 12-2011. Further action has been taken by the JAO concerned.
4. The theft case was booked in 04/2006 and the complainant paid the 50% of the amount in 05/2006 along with the compounding amount duly accepting the crime under section 135 of Electricity Act 2003, but the respondents failed to recover the balance amount from the consumer well in time.
5. As could be seen from the account copy of the service the amount towards theft of energy of Rs.11,061/- was first included in the consumer's bill for the month of 01/2012 and the consumer paid Rs.5,510/- in the same month- But contra to this the respondents are stating that the consumer already paid 50% amount in the month of 05/2006 itself which appears to be not correct, but as per the receipts produced by the consumer and issued by the APTS police station, Ongole the said amounts were paid on 17-05-2006.
6. As per the above it is understood that the payments made by the consumer against this case were not accounted for properly in 05/2006 but included in the consumer's bill in 01/2012 by keeping silent for a long period which indicates that the said amount was included only after the audit findings took place in the month of 12/2011.

7. It is a clear lapse on the part of the respondents for not including the amount of theft of energy in the consumer's bills in the year 2006 itself.
8. Since part of the amount was already paid by the consumer in 5/2006, and there is no provision for withdrawal of the amount, it shall be treated that the said amount was fell due in 5/2006 itself, but was ignored by the respondents till it was brought to light by the Audit Wing. It is also not out of point for discussion, why the Audit wing could not identify the same for 6 years long period. Had there been a mechanism to have a review of Theft of Energy and Malpractice cases in coordination with the Electricity Revenue Wing, DPE wing and the Operation wing, at least once in three months for realization of revenue, such cases and the revenue will not be kept in dark for such a long period.
9. As such it is felt by the Forum that the balance amount towards the theft of energy case Rs.5,510/- shall not be lost by the department, but at the same time it is not appropriate to claim the said amount from the consumer in view of the clause item-2 of section 56 of the Electricity Act 2003 and item 4.8.2 of Electricity Supply code Regulation 5 of 2004 of Honourable APERC which says that no sum due from consumer shall be recoverable after the period of two years from the date when such sum become due first and had not continuously shown as recoverable as arrears of charges for electricity supplied.
10. Herein this case the sum was fell due first in the month of 05/2006 itself whereas the claim was made in 01/2012 i.e. after a period of about five and half years and not shown in the bill during the entire period above and hence should not be collected from the consumer.

11. As such it is felt by the Forum that it is more appropriate that the said amount is recovered from the respondent officers who behaved lax.

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

ORDER

The respondents are directed that they shall meet the balance amount of Rs.5510/- and any surcharge there upon against the said theft of energy case from their own to make good the revenue of the department.

There shall be coordination meetings to have review of realization of theft of energy and malpractice cases with the operation, DPE, assessment, revenue wings of the department to avoid postponement of the revenue of the department.

Accordingly the case is allowed fully and disposed off

If aggrieved by this order, the complainant may represent to the **Vidyut Ombudsman, 1st Floor, 33/11KV Sub-Station, Hyderabad Boat Club Lane, Lumbini Park, Hyderabad-500063**, within 30 days from the date of receipt of this order.

Signed on this, the 25th day of June 2014.

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.