

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

On this the 14th day of July 2015

In C.G.No:193/ 2014-15/Guntur Circle

Present

Sri P.Venkateswara Prasad
Sri A.Sreenivasula Reddy
Sri T. Rajeswara Rao

Chairperson
Member (Accounts)
Member (Legal)

Between

M/s Cherukuri Mutually Aided Cooperative Credit Society Ltd Complainant
Represented by Ch V.Prasad Babu
Plot No.29 Phase - 1
Vanasthalipuram
Hyderabad
500070

AND

1.Assistant Divisional Engineer/Guntur Town 1 Respondents
2.Assistant Engineer/D/Guntur
3..Divisional Engineer/Guntur Town 1

M/s Cherukuri Mutually Aided Cooperative Credit Society Ltd, Represented by Sri Ch V.Prasad Babu is a resident of Plot No.29 Phase-1 ,Vanasthalipuram,Hyderabad, here in called the complainant, In his complaint dt:12.02.2015 filed in the Forum on dt: 12.02.2015 under clause 5 (7) of APERC regulation 1/2004 read with section 42 (5) of I.E.Act 2003 has stated that:

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1. The Complainant is a mutually aided co-operative credit society ltd engaged in public service business is the bonafide consumer having its Branch Office at Guntur and has Head Office at Hyderabad.

2. The 3 Respondents are employees of Electrical Operation, Town 1, APSDCL, Guntur.

3. The Complainant operates a branch in Guntur at 6-19-49, Mattupalli Complex, 1st Floor, 9th Line, Arundelpet, Guntur 522002 which has a electricity supply bearing Service Connection No: 1111400084050 obtained from APSPDCL. All the regular monthly bills were paid on a monthly basis from the Complainant's Head Office at Hyderabad and the amount was transferred online to the Guntur Branch every month from Head Office including the impugned bill amount of Rs.57221/-, which is the integral and substantial grievance of the Complainant to be redressed herein. When Respondent delivered a disconnection threat to the Complainant in July 2013, the impugned bill amount of Rs.57221/- was collected by the employees of the Complainant, online, from Head Office and remitted to the employees of the Respondent at Guntur. This was the scheme of monthly bill payment and Operations from Head Office to Branch office of the Complainant.

4. The monthly average bill, as shown in the ledger of the Respondents (Enclosure No:1), from Jan 2012 to Oct 2012 was approximately around Rs.500/- to Rs.700/- per month. There was no defect in the meter till October 2012 but in Nov 2012 the meter reported defect displaying exorbitant and shocking meter reading never known to the Complainant billed at Rs.11311/-. The shocked employees of the Complainant at Guntur rushed immediately and reported the matter to the Respondent. The Respondent instructed the Complainant to immediately pay Rs.300/- for Meter Challenge Test. The Complainant paid Rs.300/- vide challan bearing No:234722 RCRC No:24556 dated 08.11.14 (Enclosure No:2) and eagerly waited for the relief notwithstanding the promise to rectify the defect of the meter within 3 days as per citizen charter but failed to attract response for the next 9 months from the Respondent, starting from Nov 2012. The Respondent, eventually, failed to deliver the promise. Thus, there was defect in the meter coupled with cogent deficiency in service for 9 months i.e., from Nov 2012 to July 2013.

5. In the enduring 9 impugned months (Nov 2012 to July 2013), the Complainant also lodged telephonic complaints (recorded) with the Head Office of Respondent at Tirupathi on 09.01.2013 vide Complaint No:1301091009 and on 20-03-2013 vide Complaint No:1303201016 but failed in seeking response. The Complainant underwent tremendous mental agony and hardship

followed with no visible remedy from the irresponsible Respondent in the said impugned period (Nov 2012 to July 2013). The Complainant also visited the Respondent's Office umpteen number of times in the said impugned period but in vain. This was repetition of deficiency of service.

6. The defective meter delivered impugned meter readings, every month after month as shown in the Respondent's Ledger which finally accumulated to a total of Rs.57221/-. This fact concluded the defect in meter coupled with deficiency of service. The Complainant pleaded the Respondent to examine the defective meter for 9 months but in vain. Finally, in July 2013., all these events were climaxed by the serious disconnection threat by the Respondent that if the impugned amount was not remitted within 24 hours, power supply will be disconnected with immediate effect. **This threat was illegal and subject to strict test of proof as it was without any mandatory notice of 15 days in clear writing under acknowledgment vide S.56 of The Electricity Act, 2003.** The Complainant, having no other option, succumbed to the disconnection threat in order to run the service oriented business activity and paid, under protest, the impugned amount of Rs.57221/- from Head Office in July 2013. This action of the Respondent is not only gross deficiency of service in nature but speaks about the peaks of deficiency of service.

7. Subsequently, the grievance of the Complainant was illegally resolved after 9 months in July 2013 by replacing the defective meter with a new meter where after the bills become normal. Now, this is an admitted fact by the Respondent that there was a defect in the meter and thus it was replaced with a new one. It was even admitted by the Respondent that there was absence of excess usage by the Complainant in the impugned period.

8. The defective meter was to face the challenge test in Nov 2012 but surprisingly, for the reasons best known to the Respondent, the fate of the defective meter is unknown till date. If at all the Report was there, the Respondent failed to share the report of the defective meter to the Complainant till date as a matter of Right to information and for Rs.300/- charges recovered from the consumer for the same. This is, per se, deficiency of service.

9. The Complainant made relentless failed attempts and pleaded the Respondent to adjudicate the issue in dispute even till date and deliver the Report card of the Meter Challenge Test even after remitting the impugned amount of Rs.57221/-. This was attempted even by making a continuous representation with the Respondent in the meeting between consumers association and Officials

of APSPDCL on 16.12.13, 20.01.14 and 21.04.14 but yet the Report Card of the Challenge Test of the Defective meter did not see the light of the day, even till this date of the instituting this Complaint. The Respondent made bald promises month after month till date but did not deliver Justice to the Complainant notwithstanding the aforementioned facts coupled with deficiency of service delivered by the field staff of APSPDCL. The employees of Complainant in Guntur got exhausted and informed Head Office to approach this Forum for Justice. The delay in filing the Complaint much earlier may be condoned considering the bald promises of the Respondent to resolve the issue but in vain. All these bundle of facts stated as aforementioned, constitute the substantial and integral part of violation of rights of the Complainant stage by stage.

10. If the Respondent might have acted within 3 days in Nov 2012, in accordance with citizen charter, the Complainant would have been unshackled by the unnecessary suffering for 9 months up to July 2013. So, deficiency of service coupled with defect of meter originated in Nov 2012 and accrued till July 2013. The deficiency of service continues till date of instituting this Complaint.

11. The details of list of documents relied upon to substantiate the complaint are all the 2 enclosures after receiving bald promises from the Respondent since November 2012 to till date.

a) Ledger of Respondent showing the consumed power and bill payments pertaining to years 2012, 2013 and 2014.

b) Rs.300/- Challan dated 08.11.12 paid by the Complainant for Meter Challenge Test.

c) The Complainant reserves the right to furnish any other documents if necessary and ordered by CGRF to appreciate further evidence in the interest of Justice and is also ready to attend the hearing in Tirupati or Guntur, upon prior information by Registered Post, if found necessary by CGRF in the Interest of preventing the Fountain of Justice from falling.

LIMITATION:

The Complaint is well within the three year Limitation Period as prescribed in Limitation Act, 1963 through Civil Procedure Code 1908 or two year limitation period as prescribed in Consumer Protection Act, 1986.

RELIEF:

1. The Respondent should refund the entire impugned amount of Rs.57221/-(Rupees Fifty Seven Thousand Two Hundred and Twenty One Only) collected from the Complainant under threat and paid by the Complainant under Protest.
2. The Respondent should pay a compensation of Rs.50000/-(Rupees Fifty Thousand Only) for causing threat, hardship expenses, legal consulting expenses, traveling expenses, compensation, loss of business/good will, mental agony, exhausting the time of the staff of the Complainant in seeking remedy since November 2012 and other Miscellaneous Grievances.
3. The Respondent should pay the Penalty to the Complainant prescribed for deficiency of service in accordance with citizen charter amounting to Rs.27000/-(Rs.100/-per day for 270 days)

PRAYER:

It is therefore prayed in the interest of Justice that the Hon'ble CGRF may be pleased to order (as here under) based on the grievance of the Complainant (as aforementioned) or else the Fountain of Justice will fail.

- 1) The Respondent should refund the entire impugned amount of Rs.57221/-(Rupees Fifty Seven Thousand Two Hundred and Twenty One Only) collected from the Complainant under threat and paid by the Complainant under Protest.
- 2) The Respondent should pay a compensation of Rs.50000/-(Rupees Fifty Thousand Only) for causing threat, hardship expenses, legal consulting expenses, traveling expenses, compensation, loss of business/good will, mental agony, exhausting the business time of the staff of the Complainant in seeking remedy since November 2012, and other miscellaneous grievances.
- 3) The Respondent should pay the Penalty prescribed for deficiency of service in accordance with citizen charter amounting to Rs.27000/- (Rs.100/- per day for 270 days) and to pass such other order or orders as this Hon'ble CGRF may deem fit and proper in the circumstances of the case and in the interest of Justice.

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

The respondent-2 i.e. the Assistant Engineer / Operation /DI/Guntur in his written submission dt:23.02.2015, received in this office on dt:2.03.2015 stated that:

1. He is the 2nd respondent herein and authorized to file the counter on behalf of himself as such he as well acquainted with the facts of the case. He deny all the averments made in the affidavit except those which were specifically admitted therein.

2. It is submit that he has been taken charge on 16-05-2013 F.N. as Additional Assistant Engineer/ Operation/ D-1 Section/ Guntur on transfer from AAE/T/Tre/Guntur in General Transfers in the Year-2013.

3. It is to submit that after taking charge as AAE/O/D1/Guntur, during his review on Defaulters list, he had noticed that SC No: 1111400084050 is having arrears about Rs. 410001-00. Then he along with the concern staff has went to the premises of afore said service and asked about the pending CC Bills. There is a person in-Charge Sri. Munwar (Branch Manager/ Cherukuri Group/Guntur) was available in the said office on 15-06-2013. Then he replied that he was paid Rs.300-00 for 3-Ph meter challenge test against SC No:1111400084050 of D1 Section/ Guntur vide RCRC No:24556/08-11-2012 at E.R.O/Town-1/Guntur, but still the meter was not changed and requested to change the meter for challenge test. And also shown a receipt of part payment for an amount of Rs.24900-00 vide On-line Receipt Number: 381800087127/13-6-2013.

4. It is to submit that, Immediately he has enquired about the case over telephone to has predecessor Sri.D.Nagaraju, Ex AAE/O/D1/Guntur, as on that date he was not handed over the section in full shape. He replied that though the consumer had paid the challenge test fee at ERO/Town-1/Guntur on 8-11-2012 neither the consumer nor the ERO Authorities was not informed him to change the meter for challenge test. The complainant representative paid the challenge test fee at ERO and kept silent without giving information to change the meter. As on that date there is no provision to know day wise complaints registered at various offices unless the concerned is informed. It is brought to the notice of his predecessor in the month of 04/2013 only.

5. It is to submit that, after knowing the issue, his predecessor has inspected the premises and noticed that the consumer has installed a new 3-ph Inverter system in their establishment for availing uninterrupted power supply. **The consumer/complainant has also stated that the recording of high units only when they switched on the Inverter system and it is recording normal units if they switched off the Inverter.** This fact was hidden by the consumer/complainant in the complaint.

6. It is to submit that, the consumer/complainant representative Sri.Munwar (Branch Manger) has also admitted the fact that the meter is recording excess readings only in the case when the Inverter is switched on, during normal time that is the Inverter is in off mode the meter is recording normally, he also requested that he need some more time to check-up the inverter wiring until that he requested not to change the meter with a opine that even if the meter is replaced without rectifying the Inverter wiring defects the new meter may also records the same units.
7. It is to submit that, later on the complainant representative informed that the Inverter wiring was checked up by the Inverter agency and replaced all the equipment, though the Inverter equipment was replaced, the complainant representative authorities were very serious and asked him why the meter was not changed though the prescribed fee was paid by you without listening the facts about the defective Inverter wiring.
8. It is to submit that, after learning all the facts about the case, he immediately instructed to his staff to replace the meter of SC No.1111400084050 and propose it for the challenge test by issuing a rolling stock 3-Ph meter.
9. It is to submit that, as per his instructions one of his staff has replaced the meter on 17-06-2015 and sent for challenge test on 21-06-2014.
10. It is to submit that, the meter was tested in the presence of Sri. Munwar, representative of complainant for accuracy test, in the accuracy test **“RESULTS ARE WITHIN PERMISSIBLE LIMITS. NORMAL FUNCTIONING”** The same is admitted and signed by the complainant representative.
11. It is to submit that, after receiving of test results copy from MRT wing, one of hisstaff operating the Defaulter’s list for realization of outstanding arrears has asked the complainant representative to pay the due amount on 29-6-2014.
12. It is to submit that, the next day again his staff has sent to the premises but it was under door-locked as that day was Sunday. Then he approached him over mobile phone and asked him to pay the outstanding dues.
13. It is to submit that, as your meter was tested and certified that the meter is in Normal condition, hence you need to clear off all the outstanding arrears otherwise your service is liable for disconnection.

14. It is to submit that, the aggrieved consumer representative made a phone call to him and asked how can you disconnect my service without serving a 15 day notice, then he replied that every month CC bills are being served on your service number and that cc bill itself a notice for payment of cc charges which clearly indicates the arrear amounts, current month demand with due date, additional due date and disconnection date also.

15. It is to submit that, later on the subsequent day he paid all the outstanding arrear amounts of Rs.32,321-00 at his Mee-Seva terminal vide PR No:381800098049/Dt. 30-06-2014.

PRAYER:

For the reasons mentioned above it is prayed that this Hon'ble Forum for Redressal of Consumer Grievances may be pleased to dismiss the Petition or pass such orders other orders as it deem fit and proper in the interest of justice .

The respondent-3 i.e. the Divisional Electrical Engineer / Operation /Town1/Guntur in his written submission dt:nil, received in this office on dt:27.06.2015 stated that:

1. On verifying the records regarding service No. 84050. It is observed that the service was utilizing for non domestic purpose with a three phase meter connection and having arrears of Rs.41001/- as on date 15.06.2013. The section office was inspected the premises and asked the consumer to pay the arrears for the above service. But the consumer represented that the meter has to be replaced due to high consumption recording without utilizing electricity by them. However the consumer has paid part payment of Rs.24900/- dated 13.06.2013. On request of consumer the meter was replaced with new one on 17.06.2014 and sent to LT meter lab for testing on date 21.06.2014. The meter was tested in presence of Sri SK. Munvar the representative of the complaint and found "The test results are within permissible limits. And meter is normal functioning". The same was accepted by the representative. And the consumer was admitted his faulty inverter with wrong connections which was fixed earlier in his premises and paid the balance arrear amount of Rs. 32321/- Dt. 30.06.2014. Hence for the reasons mentioned above it is prayed that the Hon'ble Forum for Redressal of consumer Grievances may please be pleased to dismiss the petition or pass such orders as it deem fit and proper in the interest of justice.

Findings of the Forum:

1. Sri Ch.V.Prasad Babu stated to be the authorized signatory of Cherukuri MACCS Ltd plot No 29,Phase I,Vanasthalipuram,Hyderabad lodged a complaint before the Forum and requested to refund the disputed bill amount of Rs 57221/- and compensation of Rs 50000/- for causing threat,hardship expenses and several others expenses apart from claiming compensation of Rs 27000/- in accordance with citizen charter.
2. The Respondent No 2 in his submission has stated that the representation of the complainant at Guntur has admitted the fact that the meter is recording excess readings only in case whenever the inverter is switched on and recording normal readings whenever the inverter is on switched off mode. The Respondent has also stated that the test results of the meter revealed that the meter is not recording any extra units.
3. Due to fault in the installations of inverter , the meter has recorded extra consumption and since there is no fault in the meter, The Licensee cannot be held responsible for the internal faults in the installations of the complainant premises.

ORDER

In view of the above findings of the Forum the case is disallowed.

If aggrieved by this order, the complainant may represent to the **Vidyut Ombudsman, Andhra Pradesh ,Flat No:401 ,4th Floor, Ashoka Chambers, Opposite to MLA Quarters ,Adarsh Nagar,Hyderabad-500063**, within 30 days from the date of receipt of this order.

Signed on this, the day of 14th July 2015.

Sd/-
Member(Legal)

Sd/-
Member(Accounts)

Sd/-
Chairperson

True Copy

Chairperson

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