

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

On this the 25th day of March 2015

In C.G.No:63/ 2014-15/Kurnool Circle

Present

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

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

Between

Sri E.Raja Ram Kishore
S/o E.Jaya Ramaiah
Plot No 27
Kallur
Kallur– Post Office
Kurnool – Dist 518002

Complainant

AND

1.Assistant Engineer/Industrial Estate
2.Assistant Divisional Engineer/D-II/Kurnool
3.Divisional Engineer/Kurnool
4.Senior Accounts Officer/Kurnool

Respondents

Sri E.Raja Ram Kishore S/o E.Jaya Ramaiah is a resident of Plot no:27 Kallur village ,Kallur, Post office ,Kurnool –Dist herein called the complainant, In his complaint dt:18-07-2014 filed in the Forum on dt: 18-07-2014 under clause 5 (7) of APERC regulation 1/2004 read with section 42 (5) of I.E.Act 2003 has stated that:

1. He submitted that the contracted load of his service no 0301042738 is 74Hp. During the inspection,Sri K.Shankar, AE had taken 12 Nos .heaters rating as 24KW assuming each heater rating as 2KW.But the actual rating is about 1KW only.

2. Due to wrong recording of heater ratings in the inspection, 15.83 HP excess loads were recorded in the inspection report.
3. Due to the threat of the dis-connection, he paid 50% of the notice amount. The contracted load of his service never exceeded since taking supply and also do not require additional load.
4. The same is brought to the notice of the AE and ADE several times and they are also convinced and hence not insisted for balance 50% payment in the notice and no action was taken for withdrawal of notice and adjustment of amount paid.
5. During recent times there is a pursuance started by the department for payment of balance and despite the fact that my contracted load is not exceeding 74HP and no action on my representation in this regard so far.
6. He submit to direct the concern to take action to withdraw the notice served vide reference dated 20.5.2009 and adjustment of amount of paid Rs.16000/- vide TR.No.2636 dt;14/06/2010 in future bills.
7. The Consumer lodged a complaint in the Forum for the Justice.

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

The respondent-II i.e. the Assistanat Divisional Engineer/ D -II/ Kurnool in his written submission dt:27.02.2015, received in this office on dt:02.03.2015 stated that:

- 1.The consumer has filed a petition at CGRF ON 18.07.2014. for withdrawal of development charges, and with drawal of case no.DPE/KNL/SDO1/1731/09 of Ind.Estate Section, Kurnool.

2. He submit that the ISC No:0301042738 belongs to Ind.Estate.Section,Kurnool.Addl load case booked by Sri K. Shankar AE/SD-I/DPE/Kurnool vide case No: .DPE/KNL/SDO1/1731/09 and notice was issued .

3. The consumer has paid 50% of the noticed amount Rs 16000/- vide TR.No:2636 Dt:14.06.2010.

4. As per the instructions of the ChairPerson/CGRF the Service premises was inspected by him and Sri K.Chandhra Sekhar AAE/Ind.Estate section and found that the now the existing connected power is 72.5Hp and lighting load is 420 watts which is less than the contracted load 74HP

5.The consumer never crossed the MD more than the contracted load 74HP.

Findings of the Forum:

1. Sri K.Shankar AE/DPE/Kurnool has conducted inspection of Sc.no 42738 on 13.05.2009.
2. During his course of inspection the AE/DPE has taken the connected load of all electrical appliances and arrived at the total load connected to the service as 89.83 HP as against the contracted load of 74 HP .Thus excess load of 15.83 HP.
3. The ADE/O/Kurnool vide his Lr.No 117/09 dt 20.05.2009 has issued a notice requesting the consumer to pay Rs.24000/- towards Development charges & 8000/- towards security deposit within 30 days for regularization of additional load.
4. The consumer under threat of disconnection has paid Rs.16000/- towards Development charges vide TR NO 2636/14.06.10 i.e., after a lapse of one year.
5. It seems that none of the Respondents have initiated action interms of sub clauses i ,ii,iii, iv and v of clause 12.3.3.2 of the GTCS in force at that time.
6. During the course of Special Vidyuth Adalath conducted by the Forum at Kurnool on 18.7.2014 , the consumer has lodged a complaint before the forum

and requested for withdrawal of Development charges and withdrawal of case No DPE/KNL/SD01/173/09/13.05.2009.

7. As per the instructions of the Chairperson/CGRF, the ADE/O/TownII/KNL and AAE/IE have inspected the service on 23.07.2014 and submitted a letter to the Chairman/CGRF/Tpt vide D.No 1658/14 dt 23.07.2014 wher in he has furnished electrical appliance wise connected load particularly.
8. The ADE/D-II/Kurnool vide his letter no 3021/14 dt 4.11.2014 submitted to the chairman/CGRF has stated that the total connected load of the service is less than 74 HP and the consumer has never crossed the MD more than the contracted load of 74 HP.

Rule Position:

1. The rule position for exceeding the contracted load is as follows prior to issue of amendment to sub clause i to v of clause no 12.3.3 vide proceedings no APERC/Secy/01/2012 dated 07.03.2012 .

12.3.3.2 Causes where the total Connected is above 75 HP/56kW or

i There services shall be billed at the respective HT tariff rates from the consumption month in which the un-authorized additional load is detected. For this purpose, 80% of Connected Load shall be taken as billing demand. The quantity of electricity consumed in any month shall be computed by adding 3% extra on account of transformation losses to the energy recorded in LT Meter.

ii The Company may at its discretion, for the reasons to be recorded and in cases where no loss of revenue is involved, continue LT supply. If the consumer, however , makes arrangements for switchover to HT supply, the Company shall release HT supply as per the rules.

iii One-month notice will be given for payment of service line charges, development charges and consumption deposit required for conversion of LT service into HT service.

iv Service of such consumers who do not pay HT tariff rates or who do not pay the required service line charges, development charges and consumption deposit shall be disconnected immediately on expiry of notice period and these services shall remain under disconnection unless the required service line charges, development charges and consumption deposit are paid for regularizing such services by conversion from LT to HT category.

v. If the consumer where required, does not get the LT services converted to HT supply and regularized as per procedure indicated above within three months from the date of issue of the notice, the Company is entitled to terminate the Agreement by giving required notice as per clause 5.9.4 of the GTCS, notwithstanding that the consumer is paying bills at HT tariff rates prescribed in clause 12.3.3.2(i) above.

2. After issue of amendment as stated supra the rule position is as follows: for clause 12.3.3.2(iii), the following clause shall be substituted, namely:-

“12.3.3.2(iii) one month notice shall be given to regularize the additional Connected Load or part of additional load as per the requirement of the Consumer or to remove the additional connected load if the consumer desire to continue with the additional connected load he shall pay the required service line charges, development charges and consumption deposit required for conversion of LT service into LT 3(B) or HT service depending upon the connected load *however if the consumer opts to remove the additional connected load and if the additional*

load is found connected during subsequent inspection penal provisions shall be invoked as per the rules in vogue”.

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

ORDER

The Respondents have failed miserably in complying the rule position contained in GTCS as elucidated supra .The Respondent No 2 has categorically stated that the complainant has never exceeded the maximum demand more than the contracted load of 74 HP and hence issue the following order.

1. The Assessment Orders issued by the Respondents are set aside as prayed by the complainant.
2. The development charges of Rs 16000/- paid by the complainant on 14.06.2010 be refunded by way of adjustment of CC charges.
3. No interest need be allowed on the above refund to the complainant.

Accordingly the case is allowed 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 March, 2015.

Sd/- Member(Legal)	Sd/- Member(C.A)	Sd/- Member(Accounts)	Sd/- Chairperson
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True Copy

Chairperson

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