

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

On this the 30th day of May 2015

In C.G.No:224/ 2014-15/Vijayawada Circle

Present

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

Chairperson
Member (Accounts)
Member (Legal)

Between

Sri G.Sambasiva Rao
S/o G.Venkateswara Rao
D.No.9/103, Libertry Street
Ventrpragada village
Pedaparupudi Mandal
Krishna -Dist

Complainant

AND

1.Assistant Accounts Officer/Gudivada Rural
2.Assistant Engineer/Pedaparupudi
3.Assistant Divisional Engineer/Gudivada Rural
4.Divisional Engineer/Gudivada
5.Superintending Engineer/Operation/Vijayawada

Respondents

Sri G.Sambasiva Rao is a resident of Ventrpragada village,Pedaparupudi Mandal ,Krishna – Dist , herein called the complainant, In his complaint dt:05-03-2015 filed in the Forum on dt: 05.03.2015 under clause 5 (7) of APERC regulation 1/2004 read with section 42 (5) of I.E.Act 2003 has stated that

1. He is a resident of Ventrpragada village, Pedaparupudi Mandal ,Krishna – Dist.
2. He is the Proprietor of M/s Sri Venkateswara Trading Company.

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3. The cause of action for the dispute and the facts of his case is that , long back in the year 2012 he has received a copy of the letter from the then Learned the Asst.Accounts Officer, ERO,Rural Gudivada which was addressed to the then Learned the Addl.Assistant Engineer,Operation,APSPDCL, Pedaparupudi vide Lr.No.AAO/ERO/R/GDV/JAO/HV/D.No.115/12.Dt.02.06.2012 by informing him SC.No.1564, Ventrapragada was not paid the CC charges arrears of Rs.86991/- under their Ref:Lr.No.ADE/OSD/R/GDV/D.No.187/12. Dt 01.06.2012 while also stated that it was intimated in between them for taking further necessary action. A copy of the same is herewith enclosed as LD 1 for your kind perusal.
4. Thereupon his representation to SPANDANA, vide Ref.No.S00020VJA02DEC13 the then Hon'ble Chief General Manager , Operation,APSPDCL,Tirupati, served a copy of their Order to the Learned Superintending Engineer/Operation/SPDCL/Vijayawada. A copy of the same is herewith enclosed as LD 2 for your kind perusal.
5. On his representations dated31.12.2013 to the then Learned Superintending Engineer/Operation/APSPDCL/Vijayawada vide their official LR.No.SE/O/VJA/SAO/AO®/JAO/LT/R3 A1/D.No.1794/2013.Dt.31.12.2013 under mercy sanctioned 5 installments as recited in their Order to comply. A copy of the same is herewith enclosed as LD 3 for your kind perusal.
6. It is submitted that out of his own interest as a law abiding citizen he paid Rs 10000/- on 18.06.2012 in advance as 1st part payment by way a crossed bank cheque , though pending the above subject matter dispute

with Higher Authorities of APSPDCL .But due to oversight of work or by mistake the concerned Authorities of APSPDCL did not account for adjusted the same in the said arrears. A copy of the same is herewith enclosed as LD 4 for your kind perusal.

7. It is also submitted that out of his own interest as a law abiding citizen he paid Rs.10000/- on 22.08.2012 in advance as second part payment by a crossed bank cheque, though pending the above subject matter dispute with the Higher authorities of APSPDCL.But due to oversight of work or by mistake the concerned Authorities of APSPDCL again did not account for or adjusted the same in the said arrears. A copy of the same is herewith enclosed as LD5 for your kind perusal.
8. It is further submitted that out of his own interest as a law abiding citizen 3rd time he paid Rs 5000/- on 30.11.2012 in advance as 3rd time part payment by way of cash , though pending the above subject matter dispute with the Higher Authorities of APSPDCL did not account for or by mistake the concerned Authorities of APSPDCL did not account for or adjusted the same in the said arrears. A copy of the same is herewith enclosed as LD 4 for kind your perusal.
9. He is not at default in any manner as falsely laid down in the Reference Lr.No.AAO/ERO/R/GDV/JAO/Sr.Asst.HV/D.No:622/15, dt 06.02.2015 of subject matter dispute it is their mistake that they have not oversight issued the said letter by demanding him to pay further amounts , not considering the payments clearly made by under the above 4,5,6 paras.Hence lot of injustice is caused to him and such demands made by them are void and illegal amounts to Res-Judicata.

10. So kindly do Justice.

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

The respondent-1,2,3,4 &5 i.e. the Assistant Accounts Officer /Gudivada Rural, Assistant Engineer /Pedaparupudi , Assistant Divisional Engineer /Gudivada Rural, Divisional Engineer, Superintending Engineer/Vijayawada in their combined written submission dt:11.03.2015, received in this office on dt:18-03-2015 stated that:

Brief History of the Case:

1. The SC.No. 6122327001564 of Ventrapragada distribution is released on 13-02-2007 with contracted load 30 HP in the name of M/s Venkateswara Traders with Special Annual minimum Guarantee Rs.1195/- per HP per year for the period of 5 years (Copy of the Agreement enclosed).
2. It is to submit that the short fall of Special Annual minimum Guarantee amount for the period of 2007 – 2008 for Rs.5246/- and for the period 2008 – 2009 for Rs.21206/- total shortfall for two years of Rs. 26452/- was raised in the month of 6/2009. Then the consumer has approached the Forum for the Redressal of Consumer Grievances, A.P.S.P.D.C.L, TIRUPATI and the same was registered vide CG No. 62/2009-10/Vijayawada Circle. The Honourable Chairperson, Forum for the Redressal of Consumer Grievances, A.P.S.P.D.C.L, TIRUPATI has issued orders that “the complainant is liable to pay the amount”. Accordingly the consumer was paid the shortfall amount of Rs.26,452.00 in the month of 2/2010 except regular CC charges. After making payment the balance an amount is Rs. 12679.32 to end of 02/2010.

3. Further it is to submit that an amount of Rs. 21530/- was raised for the short fall of Special Annual Minimum Guarantee amount for the period 2009-2010 in the month of 3/2010. Further short fall an amount of Rs. 22530/- for the period 2010-11 and an amount of Rs.18630/- for the period 2011-12 i.e., total shortfall for the above 2 financial period's is Rs.41160/- raised in the month of 3/20-13.
4. The consumer was not paid the CC charges regularly from the month of 7/2009 including Special annual minimum guarantee shortfall amount mentioned in para 3. Hence the service was disconnected in the month of 9./2009.
5. Further it is to submit that the service was kept under bill stopped status vide Lr.No.AAE/O/PPd/D.No.306/13,Dt.24-07-2013, and withdraw the un-necessary demand as per BP Ms 151, for the period from 7/2012 to 5/2013 (i.e., after completion of the Special Annual guarantee period) an amount of Rs.32,920/- and the available Security Deposit amount of Rs.15000/- has also adjusted. Total amount of Rs.47920/- has credited in the month of 7/2013. After adjustment of Security deposit and withdraw of the un-necessary demand the consumer has liable to pay the an amount of Rs. 87,752/- to end of 07/2013.
6. In this connection, it is to submit that this office has issued notice for disconnection of alternative service vide Lr. No. AAO/EO/R/GDV/JAO/HV/D.No. 115/12, Dt.02-06-12 for non - payment of arrears. Then the consumer has paid Rs.10,000.00 during 06/2012. Then the consumer made representation to the Corporate Office, APSPDCL, Tirupati, in response a letter was addressed to the consumer vide Lr.No.CGM/Fin/GM/R/SAO/R/AAO/R/JAO/LT-1/F.184/D.No. 772/12, Dt.12-07-2012 with a request to arrange payment of accumulated arrears and co-operate the APSPDCL.

Then the consumer has paid another Rs.10,000.00 during 08/2012 and Rs.5,000.00 during 11/2012.

7. Further it is also submit that the consumer has approached the SPANDANA Programme, A.P.S.P.D.C.L., Tirupati vide Reference No.S00020VJA02DEC-13,Dt.02-12-2013. Then the Chief General Manager , Operation, A.P.S.P.D.C.L Tirupati has reviewed and requested the consumer to pay the arrear amount of Rs.87,752.00 for reconnection of the alternative domestic service. (copy enclosed).
8. After that the consumer has approached the Superintending Engineer, Operation, Vijayawada for sanctioning installments for the above amount of Rs.87752/-. The Superintending Engineer, Operation, Vijayawada has sanctioned 5 installments vide Lr No.SE/o/VJA/SAO/AO@/JAO LT/F3/A1/D.No.1794/2013, Dt. 31-12-2013. (copy enclosed). Then the consumer has paid the 3 installments i.e., (1). Rs.15,000.00 on 30.12.2013, (2). Rs.18,200.00 on 30-01-2014 and (3). Rs.18,200 on 01.03.2014 properly. But the consumer paid Rs. 11,200.00 on 02.04.2014 as 4th installment instead of Rs.18188/-. And no payment made there after by the consumer.
9. Further this office has addressed another letter to the consumer for disconnection of alternative service house Service No.6122327001018 vide Lr.No.AAO/ ERO/R/ GDV/JAO/Sr.Asst.HV/ D.No.290/14,Dt.25-08-2-14. Then a letter was addressed to this office dt. 04-02-15 to issue the clearance certificate and noted in the letter some of the payments are made by them but not account for. After verifying this office records all payments are which are paid by the consumer was correctly credited to the service No.6122327001564 and the same was intimated to the consumer through registered post vide Lr.No.AAO/ERO/R/GDV/JAO/Sr.Asst HV/D.No.622/15,Dt.06-02-2015. In the

same letter it was requested to pay the balance amount of Rs.25,152.00 along with surcharge.

PARA WISE REMARKS:

Para.No.1:- It is to submit that notice issued to the consumer for an amount of Rs.86,991.00 is due to end of 05.2012 only. At that time the service is under disconnection. Hence the arrear shown in the notice is not the final due.

Para.No.2:- It is to submit that the consumer has approached the SPANDANA Programme, A.P.S.P.D.CL. Tirupati vide Reference No.S00020VJA02DEC-13,Dt.02-12-2013. Then the chief General Manager Operation, A.P.S.P.D.C.L. Tirupati has reviewed and requested the consumer to pay the arrear amount of Rs.87,752.00 for reconnection of the alternative domestic service.

Para.No.3:- It is to submit that the consumer has approached the Superintending Engineer, Operation, Vijayawada for sanctioning installments for the above amount of Rs.87752/-. The Superintending Engineer, Operation, Vijayawada has sanctioned 5 installments vide Lr No.SE/O/VJA/SAO/AO@/JAO LT/F3/A1/D.No.1794/2013,Dt.31-12-2013. (copy enclosed). Then the consumer has paid the 3 installments i.e., (1). Rs.15,000.00 on 30.12.2013. (2). Rs.18,200.00 on 30.01.2014 and (3). Rs.18,200.00 on 01.03.2014 properly. But the consumer paid Rs. 11,200.00 on 02.04.2014 as 4th installment instead of Rs.18188/-. And no payment made there after by the consumer.

Para.No.4 to 7:- It is to submit the consumer has paid Rs.10,000.00 on 13.06.2012, Rs.10,000.00 on 13.08.2012 and Rs.5,000.00 on 14.11.2012 as part payments before the sanction of the installments by the Superintending Engineer. Hence the contention of the petitioner that the amount paid by him has not accounted for is not correct. Further it is to

submit that the same was informed to the consumer in detailed by this office vide Lr.No.AAO/ERO/R/GDV/JAO/Sr.Asst HV/D.No.622/15, Dt.06-02-2015. In the same letter it was requested to pay the balance amount of Rs.25,152.00 along with surcharge.

In view of the above, it is humbly requested to peruse the details and pass the appropriate orders please.

Findings of the Forum:

1. Sri G.Sambasiva Rao proprietor of M/s Sri Venkateswara Trading Co ,Venkatrapragada of Krishna District in his complaint has requested to set aside the proceedings of AAO/ERO/Gudivada vide Lr no AAO/ERO/R/GDV/JAO/Sr.Asst/HV/D.No 622/ dt 06.02.2015 and also requested to correct the records of his account and close the matter for ever and prayed the Forum to direct the concerned not to interfere with his domestic service no 6122327001018 in any manner.
2. In their joint submission all the Respondents have submitted their replies to all the queries raised by the Complainant.
3. On perusal of the entire file, it is observed that :-
 - A. Sri G.Sambasiva Rao , the proprietor of M/s Sri Venkateswara Trading Co ,Ventrapragada was having one no.LT Industrial Service bearing No 6122327001564 released on 13.02.2007.The Complainant has entered into an agreement with the Respondents on 19.12.2006 for contracted load of 30HP.As per clause no.11 of the said agreement , he has agreed to pay Rs 1195/- per HP per annum as special Annual Minimum Guarantee for a period of 5years towards the energy charges exclusive of payments towards surcharge.

- B. Based on the orders issued by the Forum vide CG. No 62/2009-10 the complainant has paid the special Annual Minimum Guarantee shortfalls for the years 2007-08 and 2008-09 Rs 5246/- and Rs 21206/- respectively in 2/2010 raised by the Respondents during 6/2009 .But the complainant has not paid the further shortfall amounts of Annual Minimum Guarantee for the years 2009-10,10-11 & 11-12 amounting Rs 62690/-.
- C. The service was disconnected for non-payment of CC Charges during 9/2009.
- D. After expiry of the Agreement period and after adjustment of SD charges & withdrawal of excess demand raised beyond agreement period, the complainant is liable to pay Rs 87,752/-.
- E. Owing to non – payment of Cc charges of the service the respondents No 1 has issued a notice for disconnection of alternative service of the Complainant in accordance with clause no. 10 of APERC regulations 7/2013.
- F. The complainant after obtaining sanction from SE/O/VJA for 5 installments has cleared Rs 62600/- in four different installments leaving a balance of Rs 25,152/- as outstanding balance .The uncleared balance attracts belated payment surcharge till it is cleared. Hence the Complainant has to pay the dues + surcharge thereon as per the Tariff conditions.
- G. The prayer of the Complainant to set aside the proceedings of Respondent No 1 is not maintainable since they are in accordance with the GTCS, Agreements and Tariff orders.

In the light of the above the following orders are issued.

ORDER

The Complainant is advised to arrange payment of balance dues in accordance with the proceedings of the Respondent No 1 issued vide Lr No AAO/ERO/R/GDV/JAO/Sr Asst/HV/D.No. 622/15 dt 06.02.2015, Since they are in line with the provisions of GTCS, Tariff orders and the Agreement entered into by the Complainant with Respondents. The Respondents are at liberty to enforce the disconnection of any other live services in accordance with clause no 10 of Regulation 7/2013 issued by the Hon'ble APERC.

Accordingly the case is disposed off.

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 30th day of May 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.

