

BEFORE THE FORUM
FOR REDRESSAL OF CONSUMER GRIEVANCES
IN SOUTHERN POWER DISTRIBUTION COMPANY OF A.P LIMITED TIRUPATI
On this the 02nd day of January 2019
In C. G. No: 272/ 2017-18/Kadapa Circle

Present

Sri. A. Jagadeesh Chandra Rao
Sri. A. Sreenivasulu Reddy
Sri. D. Subba Rao
Sri. Dr. R. Surendra Kumar

Chairperson
Member (Finance)
Member (Technical)
Independent Member

Between

Smt.B. Saraswathamma,
7/51,
Eswar Reddy Nagar,
Bye-Pass Road,
Proddatur,
Kadapa-Dist

Complainant

AND

1. Assistant Accounts Officer/ERO/Proddatur
2. Assistant Engineer/O/Rameswaram
3. Assistant Divisional Engineer/O/Proddatur Rural
4. Divisional Engineer/O/Proddatur

Respondents

ORDER

1. Smt. Saraswathamma resident of D.No.7/51 Eswar Reddy Nagar, Bye - Pass Road, Proddatur presented a complaint before this forum on 14.12.2017 during the vidyut Adalat conducted at Proddatur. The complainant in her complaint has informed that she had leased one portion of her house bearing SY No.542/1 to M./s. Sri. Raghavendra Industries on rental basis. The lessee has also vacated the premises duly cancelling the service connection during 2014. The department officials have issued a notice stating that an amount of Rs.50,000/- is due and threatening for disconnection of the service which is standing in the name of the complainant. The complainant has requested to waive the bill since it is not a valid one.
2. Respondents filed written submission stating that service connection No.79438 of Rameswaram Section, Proddatur was released in the name of M/s. Sri. Raghavendra Industries on 03.08.2011. The service was billed under Cat- III (1) Aquaculture instead of Cat-III Industrial General from the date of release of supply and the bill was stopped in September' 2014. The shortfall amount of Rs. 53,996/- from the date of supply to bill stop

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DESPATCHED
DATE 7/1/19

was included during Apr'2015. During arrears collections it was observed that the premises was vacant, so notice was served to the owner and other live service connection (Side room of industrial service) SC.No.37357 was disconnected during October'2017. Consumer has paid Rs.10,000/- on 30.10.2017 and Rs. 10,000/- on 04.12.2017.

3. During personal hearing complainant reiterated her version. Respondents filed lease agreement Dt: 07.07.2011 between complainant and Rachamalla Muni Bharathi W/o. Parameswar Reddy. The lease deal shows that the premises were leased out for 5 years. Complainant also executed an indemnity bond in favour of Licensee on 23.07.2011 agreeing to indemnify the Licensee with costs or compensation. In case raising any objection in giving electricity connection to the above premises LT agreement was entered by R. Muni Bharathi with the Licensee.

Opinion of Member/Finance:

Point for determination is whether the respondents are entitled to recover the differential amount from the complainant or otherwise?

The case of the complainant is that she has let some portion of the house on lease agreement for a period of 5 years to one Smt. Muni Bharathi W/o. R. Parameswar Reddy. Smt. Muni Bharathi has obtained industrial service connection bearing No. 2222701079438 on 03.08.2011 for a contracted load of 10 HP. The respondents have erroneously billed the above said service under aqua culture instead of industrial general right from the date of supply till the bills were stopped during 09/2014. The respondents have arrived the shortfall amount of Rs. 53,996/- and included the same in the bill during 04/2015. Since the premises where the service No. 2222701079438 is vacant position the respondents have served a notice on the complainant and under threat of disconnection of service No.37357, she had paid Rs. 20,000/- in two installments of Rs. 10,000/- each. The complainant is requesting to cancel the shortfall amount as she is not responsible for the shortfall amount.

As could be seen from the documents produced by the respondents at the time of personal hearing, it is observed that the respondents have released industrial service connection bearing No. 2222701079438 in favour of Smt. Muni Bharathi W/o. R. Parameswar Reddy in the name of M/s. Sri. Raghavendra Industries based on the unregistered lease deed entered into by Smt. Muni Bharathi with Smt. Saraswathi W/o. B. Nagi Reddy and indemnity bond issued by Smt. Saraswathamma Dt: 23.07.2011. In accordance with para 6 of the indemnity bond executed by Smt. Saraswathamma, the

complainant "In the event of the Board being made liable to pay any costs or compensation in respect thereof, executant hereby indemnifies and agree to pay the Board the said costs or compensation within one week on demand by the Board". The above clause clearly denotes that the respondents are entitled to recover in case if they are liable to pay any costs or compensation. But in the instant case the shortfall arises due to negligence of the respondents and the complainant is in no way responsible for issuing of erroneous bills to the lessee. Hence the respondents are not entitled to recover the purported shortfall amount from the complainant and further the respondents are directed to refund the amount paid by the complainant towards the shortfall amount together with the simple interest of 9% per annum and compliance reported within 30 days from the date of receipt of this order. Thus the point is answered accordingly.

However the respondents are at liberty to recover the shortfall amount from the lessee in terms of Para No. 4.8.1 of Reg. No.05/2004 and Clause 3.4.1 of General terms and conditions of supply.

4. In view of the above reasons, the case is disposed off in favour of the complainant.
5. The other members also concurred with the opinion of Member Finance.

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

This order is passed on this, 02nd day January 2019.

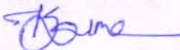
Sd/-
Member (Finance)

Sd/-
Member (Technical)

Sd/-
Independent Member

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.

Copy to the Nodal Officer (Executive Director/Operation)/CGRF/APSPDCL/TPT

Copy Submitted to the Vidyut Ombudsman, Andhra Pradesh, Flat No: 401, 4th Floor, Ashoka Chambers, Opposite to MLA Quarters, Adarsh Nagar, Hyderabad-500063.

Copy Submitted to the Secretary, APERC, 11-4-660, 4th Floor, Singareni Bhavan, Red Hills, Lakdikapool, Hyderabad- 500 004.

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