

BEFORE THE FORUM
FOR REDRESSAL OF CONSUMER GRIEVANCES
IN SOUTHERN POWER DISTRIBUTION COMPANY OF A.P LIMITED TIRUPATI
On this the 18th day of May' 2019
C.G.No:329/2018-19/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

Sri. K.Padmanabha Reddy,
Vangimalla,
Veeraballi,
Kadapa -Dist.

Complainant

AND

1.Junior Accounts Officer/O/L.R.Palli
2.Assistant Executive Engineer/O/Veeraballi
3.Deputy Executive /Engineer/O/L.R.Palli
4.Executive Engineer/O/Rayachoty

Respondents

ORDER

1. The case of the complainant is that the respondent No.1 has issued a notice for payment of Rs 5,55,452/- pending against service No.2421444000492 of Vangimalla (V) in Veeraballi Section. The complainant has requested for waiver of the same since the service was not used by him.
2. a) The respondent No.4 in his written submission has stated that respondent No.2 has sent a letter to respondent No.1 wherein he has reported that service No.492 of Vangimalla (V) was under disconnection and bill stopped from 09/2005 to till to date. The meter was removed and handed over to RESCO and recommended for waiver of monthly minimum charges. The respondent has also submitted that at present the service is under bill stopped status and there is no meter in the premises. Hence requested the Forum to issue directions whether to waive monthly minimum charges or not.
b) The respondent No.1 in his written submission has informed that the service connection under question was released on 30.11.1969 under Cat - 3 for the purpose of rice mill in the name of the complainant. After merging of RESCO into APSPDCL the service was continued upto 31st Dec'2004. As per the records

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the complainant was not regular in payment of CC bills. Consequently the arrears were accumulated to Rs.2,04,354/- for the period from 09/1996 to 10/2004 . Out of this amount an amount of Rs. 19,026 was paid by the complainant in different periods. Hence the arrears upto 10/2004 was Rs.1,85,328/-. Further the arrears were accumulated to Rs.2,20,044/- out of which an amount of Rs. 41,736/- was adjusted towards fictitious demand in 02/2006/. Later the complainant has paid Rs.5,000/- as part amount in 03/2012. So the cc charges payable by the complainant is Rs.1,73,308/- plus surcharge @ 1.5% for 147 months for the period from 06/2015 to 08/2017 is Rs. 3,82,144/- and the total amount payable works out to Rs.5,55,452/- He has also submitted that the service was bill stopped on 25.05.2005 and last payment was received on 17.03.2012. The respondent has also enclosed Photostat copies of account statement from 09/1996 to 12/2018 .

3. A personal hearing was conducted at the court hall CGRF/Tirupati on 19.02.2019.

Both the complainant and respondents No. 1,2,3 and 4 attended to the hearing. The complainant and respondents reiterated their earlier versions only.

4. Point for determination is whether the respondents are entitled to collect the arrears along with the surcharge though the meter was removed long back?

a) *Clause No.8.3.1 of GTCS is as follows :*

Disconnection owing to default in payment:

“In the event that a consumer defaults in payment of charges for electricity or any other sum other than charge for the supply of electricity due from him, the Company may disconnect the supply in accordance with the ‘Electricity Supply Code’ Regulation issued by the Commission, read with Section 56 of the Act”.

b) ***The provisions contained in clause No.5.9.4.3 is furnished as below :***

“Termination of LT Agreement and HT Agreement on account of disconnection:

Where any consumer, whose supply is disconnected for nonpayment of any amount due to the Company on any account, fails to pay such dues and regularize his account within three Months from the date of disconnection, the Company shall after completion of 3 months period, issue one Month notice for termination of the LT or HT Agreement, as the case may be. If the consumer still fails to regularise the account, the Company shall terminate the Agreement with effect from the date of expiry of the said one-Month notice. Such termination shall be without prejudice to the rights and obligations incurred or accrued prior to such termination.

Provided that where the Company fails to issue notice or terminate the Agreement as prescribed above, the consumer shall not be liable to pay the minimum charges for the

period beyond 4 months from the date of disconnection and the Agreement shall be deemed to have been terminated at the end of 4 months period from the date of disconnection.

Provided further that where the minimum period of the Agreement is not yet completed by the date of such termination, the consumer shall be liable to pay the minimum charges as otherwise applicable calculated up to the date of completion of the period of Agreement."

In the case of consumers who were sanctioned phased Contracted Demand and supply released for initial or intermediary phased demands, the consumer may seek deferment or cancellation of such of the phased demands which are scheduled beyond minimum period of Agreement, by giving three Months notice in advance or in lieu thereof pay three months charges towards such deferment or cancellation of such phased demands".

- c) As could be seen from the Photostat copy of account statement from 09/1996 it is observed that billing was done for average of 200 units from 09/1996 to 11/1996 and average of 600 units from 12/1996 to 09/1999 and continued the same average from 11/1997 to 05/2000. The arrears at the end of 09/1996 was shown as 24,105. The arrears were further accumulated month by month due to nonpayment of CC charges. The reason for non disconnection of the service was not mentioned by the respondents. The billing was also done on average basis with different averages. The reasons for non installation of healthy meter for years together is not mentioned by the respondents. It seems that the respondents have not followed Clause No. 8.3.1 of the GTCS and allowed for accumulation of arrears. Had the respondents acted as per the provisions of Clause 8.3.1 of GTCS the arrears could have been restricted to two months consumption charges and two months minimum charges only. In the instant case but the respondents allowed the complainant for several years. This is a clear violation of the provisions of GTCS. Further the respondents have also failed in complying the clause No.5.9.4.3 of GTCS in terminating the LT agreement. The respondents are not entitled to issue demand notices for the periods for which the complainant has not availed any supply and in any case beyond four months from the date of disconnection of the service. Complainant cannot be made responsible for the lapses committed by the respondents.
5. In view of the above the respondents are not entitled to demand the complainant to pay the entire arrears together with the surcharge amount. However the respondents are entitled for such demands which were raised based on the actual consumption.
6. Accordingly the complaint is disposed off.

If aggrieved by this order, the Complainant may represent to the **Vidyut Ombudsman, Andhra Pradesh**, 3rd Floor, Sri Manjunatha Technical Services, Plot No:38, Adjacent to Kesineni Admin Office, Sri Ramachandra Nagar, Mahanadu Road, Vijayawada-520008 within 30 days from the date of receipt of this order

This order is passed on this, the day of 18th May 2019.

Sd/- Sd/- Sd/- Sd/-
Member (Finance) Member (Technical) Independent Member Chairperson

Forwarded By Orders



Secretary to the Forum

To
The Complainant
The Respondents
Copy to the Nodal Officer (Executive Director/Operation)/CGRF/APSPDCL/TPT.
Copy Submitted to the Vidhyut Ombudsman, Andhra Pradesh , 3rd Floor, Sri Manjunatha Technical Services, Plot No:38, Adjacent to Kesineni Admin Office, Sri Ramachandra Nagar, Mahanadu Road, Vijayawada-520008.
Copy Submitted to the Secretary, APERC, 11-4-660, 4th Floor, Singareni Bhavan, Red Hills, Lakdikapool, Hyderabad- 500 004.

Copy to G.M/CSC/APSPDCL/Tirupati