

BEFORE THE FORUM
FOR REDRESSAL OF CONSUMER GRIEVANCES
IN SOUTHERN POWER DISTRIBUTION COMPANY OF A.P LIMITED TIRUPATI
On this the 22th day of March' 2021
C.G.No:74/2019-20/ Guntur Circle

Present

Sri. Dr. A. Jagadeesh Chandra Rao
Sri. R.M.M. Baig
Sri. Y.Sanjay Kumar
Sri. Dr. R. Surendra Kumar

Chairperson
Member (Finance)
Member (Technical)
Independent Member

Between

A.Satyanarayana,
M/s. Lakshmi Murali Mohan rice & Flour Mill,
Cherukupalli,
Guntur Dt.

Complainant

AND

1.Assistant Accounts Officer/ERO/Cherukupalli
2.Deputy Executive Engineer/Cherukupalli
3.Executive Engineer/O/Bapatla

Respondents

ORDER

1. The case of the complainant is that he is running the Rice Mill at Cherukupalli under partnership and he has service No.1733305000418 for the said rice mill. On 09.05.2012 inspecting officer inspected and issued notice stating that he is having additional load, but in fact while they are re - modeling the rice mill they erected new whitner and kept aside the old whitner. He came to know that the inspecting officer inspected the old whitner motor kept aside. Then he represented an application dt 11.6.2012 to concerned ADE for withdrawal of the notice. He also obtained acknowledgement of notice Subsequently ADE also inspected the premises but without notice an amount of Rs.50,150/- is included in June' 18 bill. Subsequently he received a notice vide Lr. No. AAO/Sub-ERO/JAO/SA/HV/D.No.338/2020 Dt: 06.07.2020 that he has to pay Rs.7,70,120/- immediately. He made a representation revealing all the facts but no action was taken. In the month of Oct'2020. Rs. 7,70,120/- was included in CC bill without giving any answer to his representation and collected Rs.49,995/- stating that they have reached the target amount of collection. He has enhanced the load in Dec' 19

DESPATCHED

and applied for HT connection and from January'20 after payment of additional load amount only he is utilizing the additional load.

2. Respondent No.1(AAO) alone filed written submission stating that service No. 1733305000418 Cat-III/0, Rice Mill standing in the name of 'Chakka Murali Mohan' of Cherukupalli Distribution is having contracted load of 99.52 HP. EE/ DPE inspected the service on 11.05.2012 and booked additional load case for 25 HP for an amount of Rs.50,150/-. Consumer represented to the ADE/OSD/Cherukupalli to re- inspect the service. But Dy.EE/OSD/Cherukupalli has not re inspected and not submitted any report. Consumer has not paid the additional load amount up to 05/2018. During 06/2018 all pending DPE cases are uploaded in the CC bills in the month of 06/2018 as per the instructions of higher authorities. Consumer has paid the additional load amount which was included in the CC bills dt : 19.06.2018. Now complainant is having total load of 124.06 HP but load was not effected in CBS due to AAO login not permitted to effecting load 124.06 of the LT services. The same load was effected in 06/2020. Hence the service was billed in HT tariff from 05/2018 to 03/2020 and issued shortfall notice for an amount of Rs. 7,70,120/-

AE/DPE-II, V.V.S. Narasimham had inspected the service on 09.12.2019 and given notice to the consumer for additional load of 57 HP or 43 KW. Hence the total load became 156.324 HP . Consumer exceeded the LT limits. The service is billing under HT billing from 09.12.2019. Consumer also applied for HT service.

3. Personal hearing was conducted through video conferencing on 17.02.2021. Complainant, respondents present and heard.
4. The point for determination is whether the shortfall notice for the alleged difference of tariff between HT and LT for the period from 05/2018 to 03/2020 for Rs.7,70,120/- is liable to be withdrawn?

The admitted facts in this case are that DPE personnel inspected the service on 09.05.2012 and registered a case for additional load. Complainant made a representation on 11.06.2012 stating that he has no load as observed by the inspecting officer and the inspecting officer without giving any notice included the amount in June'18 CC bill. Complainant replaced old motor available in the premise in idle condition and for re- modelling.

According to complainant, ADE inspected the premises but no reply was given to his representation. On the other hand according to Respondent No. 1, ADE did not re inspect the premises and present any report. Respondent No. 1 admitted after 6 years as per the instructions of higher authorities, the amount was included in CC bill . According to the complainant since the amount was shown in the bill, he paid it and that amount was adjusted towards additional load.

The procedure for registering of additional load cases is provided in Clause No. 12.3.3 of GTCS. The relevant provisions applicable to this case is Clause No.12.3.3.2 which is as follows:

“Cases where the total Connected Load is above 75 HP/56kW or

- i. ***These 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 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 desires 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.*
- 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”.*

So the above clause says that one month notice shall be given to the consumer for regularizing additional connected load or part of additional load as per requirement of consumer or to remove the additional connected load and if consumer intended to continue with additional connected load he shall pay required amount as per rules. If any consumer who did not pay HT tariff rates and required amount for conversion, then the service has to be disconnected and if the consumer fails to convert the service to HT and regularize the additional load within three (3) months from the date of issue of Notice, Company is entitled to terminate the agreement. But in this case though the complainant requested for re-inspection stating that he has no additional load, no inspection was carried out about 6 years. on the other hand after 6 years simply it was added in the bill and consumer paid that amount. Mere payment made by the complainant is itself is not sufficient to say that complainant accepted that he is having additional load and his service is to be billed under HT tariff only. According to Respondent No. 1 total load was not effected in CBS as AAO login was not permitted to effecting load of 124.06 HP. Respondent No. 1 did not state why he has not

addressed a letter for rectification of this problem to the corporate office after the payment of alleged amount on 19.06.2018. He is not expected to keep quiet without rectifying the problem and leisurely serve back billing at his choice. According to Respondent No. 1 again the service was inspected on 09.12.2019 and notice was given to the consumer for additional load of 57 HP and the load became 156.234 HP. The copy of the notice dt :10.12.2019 issued to the complainant towards notice for development charges shows that his contracted load is 99.51877 HP. (original contracted load) and connected load as 156.234 HP. And the excess load as 57 HP. The copy of notice for development charges or copy of assessment calculation for development charges did not reveal the fact of registering of additional load case for 25 HP on 11.5.2012 for Rs 50,150/- and the payment of that amount on 19.06.2018. The additional load notice was given for total additional load of 57 HP for Rs, 80,318/- Respondent No.1 did not state whether the amount paid by the complainant on 19.06.2018 for additional load of 25 HP is adjusted towards the total development charges payable by the complainant or not?. So without taking the payment of additional load amount into consideration for deriving the amount payable by the complainant towards the amount payable by him for the total connected load, respondents are not entitled to raise backfilling of the so called payment of Rs. 50,150/- towards additional load notice amount on 19.06.2018.

Complainant admitted in his complaint that he enhanced the load in December' 19 and applied for HT connection. According to Respondent No. 1, the service is billed under HT billing from 09.12.19 i.e. from the date of inspection of AE/DPE and complainant also applied for HT service.

Respondents without following the prescribed procedure simply raised back billing which is not legally valid and sustainable.

In view of the above reasons the back billing notice issued by Respondents for Rs.7,70,120/- for the difference of tariff from HT and LT for the period between 05/2018 to 03/2020 is liable to be withdrawn.

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 22th March'2021.

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

Forwarded By Order



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 (Chief General Manager (O&M)/ Operation)/ CGRF/ APSPDCL/ Tiruati.

Copy to the Chairperson/CGRF/APCPDCL/Vijayawada

Copy submitted to the Chairman & Managing Director/APCPDCL/Vijayawada

Copy Submitted 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.

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