

BEFORE THE FORUM
FOR REDRESSAL OF CONSUMER GRIEVANCES
IN SOUTHERN POWER DISTRIBUTION COMPANY OF A.P LIMITED TIRUPATI
On this the 26th day of October 2020
C.G.No:03/2020-21/ Nellore Circle

Present

Sri. Dr. A. Jagadeesh Chandra Rao

Chairperson

Sri. V. Venkateswarlu

Member (Technical)

Sri. Dr. R. Surendra Kumar

Independent Member

Between

O. Venkata Ramana Reddy,
S/o. Kasthuri Reddy,
Chinakattuvapalli (V),
Chillakuru (M) ,
Nellore- Dist

Complainant

AND

1. Assistant Executive Engineer/O/Gudur
2. Deputy Executive Engineer/O/Gudur
3. Executive Engineer/O/Town/Gudur

Respondents

ORDER

1. The case of the complainant is that he is doing Aquaculture. He obtained service connection No. 3111110000091 on 28.6.2003 for 25 HP load in Chinnakattuvapalli (Village), Chillakuru Mandal, SPSR Nellore District. In the year 2013 complainant found that the meter was not showing correct reading and it is a defective one. He requested the respondents to find out the excess meter reading and change the meter. But respondents fixed new meter in January'2014 without the details of excess reading. Later respondents found excess reading was recorded to an amount of Rs.2,53,490/- out of the total amount bill levied till April'2014 and deducted the said amount. They promised to found excess actual reading.

In July'2014 complainant paid Rs.4,38,550/- including the arrears after deduction of Rs.2,53,490/- Though they promised to find out excess actual reading but not taken any action to find out the excess reading or loss sustained by him. As per the directions of the respondents complainant paid Rs.5,00,000/- in Apr'2016. In August'2016 complainant paid total due amount of Rs. 4,16,425/-. From Sep'2016 onwards complainant has been paying minimum bill amount every month. In March'2017 the service No. 3111110000091 is re-connected.

In June'2018 complainant linked his credit card to the company for payment of amount automatically to his service. The company has withdrawn an amount of Rs.1,11,780/- as Security Deposit without intimation apart from bill amount Rs.42,665/-in June'2018. Company has issued a notice demanding him to pay Rs.25,900/- as he is using excess capacity than the sanctioned . The contracted load is shown as 33.57KW whereas utilized load is 46.9KW as per the notice and Additional Load is 13.33KW vide notice dt: 24.08.2018. It is the duty of the respondents to raise 3 bills continuously to find out excess load, contrary to the rule respondent issued notice to pay Rs.69,635/-including excess load amount of Rs.25,900/-. When he questioned the irregularity respondents disconnected the service connection No. 3111110000091 in Jan'2019 without notice. By then an amount of Rs.1,75,250/- belongs to the complainant is with the company. There is no necessity to disconnect the service connection for petty amount of Rs.69,635/-. 15 days' notice has to be given before disconnection as per Section. 56 (1) of the Electricity Act, 2003. Without following the procedures respondents disconnected the service connection.

When complainant requested for re-connection of the service No. 3111110000091 the AE/Chillakur endorsed that the complainant's father was due for service No. 3111110000583 of Thikkavaram (V) and complainant is also due for service No. 3111110000527 of Thikkavaram (V) and complainant was directed to pay the said amounts. Complainant and his father got partitioned their properties about 20 years back and residing separately. Complainant is residing at Gudur whereas his father is residing at Chinnakattuvapalli village. Being a divided son he is not liable to pay debts of his father.

The other service connection No. 3111110000527 belongs to the complainant which was disconnected in Nov'2015 and bill was stopped in September' 2017. Company has to claim the amount due to it within 2 years from the date of disconnection or within 2 years from the date of bill stop as per Section 56 (2) of the Electricity Act, 2003. Respondents lost their right to claim the said amount as it was time barred. Hence it is requested to give direction to restore the service connection No. 3111110000091.

2. Respondent No.3 filed written submission admitting that the service No. 3111110000091 was released on 28.06.2003 with 25 HP load in the name of the complainant. On representation of the complainant, the ADE/CT Meters/Nellore physically inspected the service, found that the meter was defective and meter was changed with healthy one. The defective meter was sent to UTL Company (Manufacturer of the meter) for testing purpose and after receiving test report from the company ADE/CT Meters reported that "the meter B-Phase current circuit was

defective from 09.08.2013 to 31.10.2013. Due to this higher currents are recording in the B-phase in no-load condition also” and recommended for average billing during this defective period. Based on that report AE/O/Chillakur and ADE/O/Gudur recommended for revision of the bill. Accordingly the bill was revised and Rs.2,53,490/- was withdrawn. Hence further finding of excess reading does not arise.

Complainant paid Rs.4,38,550/- in July'2014 which is due amount upto June'2014 and it is purely accumulated arrears. After that complainant utilized the supply from July'2014 to Oct'2015 without payment of CC charges. Due to non-payment of CC charges arrears of Rs.8,04,316/- the service was disconnected in 11/2015. Later consumer paid Rs.5,00,000/- in Apr'2016 against arrears of Rs.8,74,896/-. The service was not re-connected in Apr'2016 due to non-clearance of total arrears due as on that date. Complainant paid Rs.4,13,425.00 in Aug'2016 and cleared the arrears up to 8/2016. After that he has paid minimum charges up to Feb'2017. Service was re-connected in the month of Mar'2017 and also paid regularly up to the month of Aug'2018

Security Deposit/Additional consumption Deposit will be reviewed by the company every year in the month of April as per GTCS based on the Tariff order issued time to time by Hon'ble APERC. As part of the review the Additional consumption Deposit generated for an amount of Rs.1,11,780/- for the F.Y.2017-18 . After issue of notice, ACD shown in regular CC bills every month and the same was issued to the complainant. The CC charges bill itself to be treated as bill cum notice. Credit card facility which was attached to pay electricity bills was provided by the complainant for his convenience only for payment of CC charges. There is no interference in this issue by department. It is true that the said ACD amount Rs. 1,11,780/- was paid through his credit card on 12.06.2018.

Additional load notice was Auto-generated through software dt: 24.08.2018 for 13.33 KW for an amount of Rs.25,900/- due to RMD exceeding to 46.9 KW against contracted load of 33.57 KW. The service was disconnected in Jan'2019 due to non-payment of CC charges Rs.43,734/- and ACD charges Rs.25,900/- in total Rs.69,634/-. As per Clause 4.33 (Regulation 5/2004 amended vide Regulation 7/2013). “If due date/ Disconnection date for default indicated in the bill for payment of the bill and it shall be treated as the due date/ Disconnection date for default. There is no necessity for issue of separate notice for disconnection for non-payment of CC charges. The service was disconnected for non-payment of both CC charges and Auto-generated case amount. Allowing of 3 months excess load with penalty applying for HT consumers but not for LT consumers.

Service Connection No. 3111110000091 was under bill stop status since 11/2019 and due amount of Rs.84,427/- as on that date. Consumer is having other service number 3111145000583 of Thikkavaram on the other transformer in the same premises in the name of his father O.Kasturi Reddy with arrears of Rs.6,54,703/- as on 10/2017 which is under bill stop status since 10/2017. Complainant is also having service number 3111145000527 in Thikkavaram Distribution of Chillakur section in his name with arrears of Rs.7,94,689/- as on 10/2017 which is under Bill stop status since Oct'2017 as per Regulation. No. 5/2004 if any service is to be reconnected the consumer shall pay all the charges due to the department as on date. The department is ready to give re-connection if the consumer is willing to pay all the above arrears up to date as per the departmental procedures.

3. The point for determination is whether the complainant is entitled for restoration of service connection No.3111110000091 of Chinnakatuvvapalli (V) without paying dues on service connection No. 3111145000527 which was under disconnection belongs to the complainant?

Respondents admitted in their written statement that on representation of the complainant, ADE/CT Meters/Nellore inspected the service and found that the meter was defective and it was changed with healthy one. After receipt of test report from the company ADE/ CT Meters reported that the meter B-Phase current circuit was defective from 09.08.2013 to 31.10.2013. Due to this higher currents are recorded in B-Phase in no load condition also and recommended for average billing during this defective period. Accordingly the bill was revised and withdrawn an amount of Rs.2,53,490/- If the complainant has not satisfied with the withdrawal of the above said amount, he ought to have made representation to higher authorities and present a complaint to this Forum. But now after 7 years, complainant is not permitted to raise dispute in respect of withdrawal of amount and say still some more amount is liable to be withdrawn. No material except his averment in the complaint is placed before this forum to show that only part of amount was withdrawn and still some more amount has to be withdrawn on account of defect in the meter in between 09.08.2013 to 31.10.2013. The contention of the complainant is that the bill has to be further reduced, the field officers promised to find out excess reading but not taken any action to find out the excess is without any basis.

The contention of the complainant is that an amount of Rs.1,75,250/- belongs to him is with the respondents as on January'2019 and service connection ought not have disconnected for petty amount of Rs.69,635/- and notice has to be given before disconnection as per provisions of Sec 56(1) of the Electricity Act, 2003 is also not supported by any documentary

evidence. The account statement of service connection No.3111110000091 shows that the complainant is liable to pay an amount of Rs. 67,463.15 P as on January'2019.

Clause No. 4 of Reg. No. 05/2004 provides the details of the procedure for issuing of electricity bills.

Clause No.4.2 of Reg. No. 05/2004 provides about the information that shall be included in the bill.

Clause No. 4.3.7 of Reg.05/2004 provides that all the consumers shall pay the current consumption charges within 15 days from the date of the bill and the Licensee shall ensure distribution of electricity bills to the consumers not less than 10 days before the due date for payment.

Clause No. 4.8.1 of Reg.05/2004 provides the procedure for disconnection of the service.

Reg. No. 05/2004 was amended by 07/2013 in Clause No. 4.2 (m) date of the bill, due date of payment and due date of disconnection (if payment is not made by due date) is substituted.

The above clauses in Reg. No. 05/2004 as amended by 07/2013 and 03/2019 clearly shows that if date of disconnection for non-payment of electricity charges is mentioned in the bill a separate disconnection notice is not required. Complainant did not state that the bill issued to him is not containing the date of disconnection due to non-payment. Once a bill issued as per the provisions of Clause No. 4.8.1 of Reg. No. 07/2013 in respect of date of disconnection for nonpayment of electricity charges is mentioned in the bill, a separate disconnection notice is not required. So, the contention of the complainant that a separate notice is required to be issued as per sub section (1) of Sec. 56 of the Electricity Act is not tenable.

The account statement of the service connection No.3111110000091 from January'13 reveals that the complainant herein is not regular in payment of the CC charges.

Respondents in their written statement stated that complainant has not paid amount up to June' 2014 and resulting in accumulation of arrears. Complainant utilized the service without payment of charges from July'14 to October'2015 and the service was disconnected in 11/2015 after payment of arrears up to August'2016, he paid minimum charges up to February'2017 and service was reconnected in the month of March'2017. He also paid bills regularly up to August '2018.

The contention of the complainant is that credit card facility given by him was utilized for payment of Rs.1,11,780/- towards security deposit is also cannot be taken into consideration. Once credit card facility is linked by the complainant it amounts to giving consent to the Licensee for withdrawing the amount up to the limit mentioned in the facility. Respondents stated in the written statement that every year in the month of April as per the provisions of GTCS and basing on the tariff order issued from time to time by Hon'ble Commission security deposit will be reviewed. As part of the review additional consumption deposit was generated for an amount of Rs.1,11,780/- for the F.Y. 2017-18. After issue of notice, ACD amount will be shown in CC bills every month. The CC charges bill is itself to be treated as bill cum notice. Complainant did not state that he had not received the bill including ACD amount in the F.Y. 2017-18. So the contention of the complainant that additional deposit amount was deducted from credit linking facility without notice is irregular, is without any force.

The contents of written statement further shows that an auto generated case was generated through software dt :24.08.2018 for 13.33 KW for additional load amount of Rs.25,900/- due to exceeding of RMD 46.9 KW against the contracted load of 33.57. Respondents did not show any authority that they are entitled for inclusion of additional load amount on account of auto generated case basing on exceeding of RMD without inspection and giving notice to the complainant to pay additional load deposit. Clause No. 12.3.3 of GTCS provides for registering the cases for additional load. In contra to the above provisions, respondents are not entitled to include additional load charges amount in CC bills only basing on exceeding of RMD. Respondents should inspect the premises and if they found additional load issue notice for payment of additional load charges or with liberty to the complainant to withdraw the additional load within 30 days as per Clause No. 12.3.3 of GTCS. Without following the said procedure including additional load charges amount in the CC bill basing on the exceeding of RMD by way of auto generated case is irregular and illegal. So respondents are not entitled to include additional charges amount of Rs. 25,900/- in the bill and the same is liable to be withdrawn.

Complainant further stated that he and his father got partition their properties about 20 years ago and residing separately. Complainant is residing at Gudur whereas his father is residing in Chinnakatuvvapalli (V) Chiillakur Mandal. Being the divided son, he is not liable to pay the debts of his father.

According to respondents there is another service No.3111145000583 of Tikkavaram in the same premises on the name of father of the complainant O. Kasturi Reddy with an arrears of Rs. 6,54,703/- as on 10/2017 which is under bill stop status since 10/2017. Respondents did not specifically mention in the written submissions that they insisted payment of due amount against the service in the name of the father of the complainant for restoration of service connection No. 3111110000091 in the name of the complainant. If respondents insist for the due amount of the father of the complainant, they should show under what provision they are insisting the complainant to pay the arrears of service connection No.3111145000583 in the name of father of the complainant. In the absence of any provision or authority respondents could not say that service No. 3111110000091 could not be restored without payment of due amount against the service No. 3111145000583 in the name of father of the complainant.

The other contention of the complainant is that the service connection No. 527 in the name of the complainant was disconnected in November '2015 and bill was stopped in September'2017. As per Sec. 56(2) of the Electricity Act company has to claim amount due to it within 2 years from the date of disconnection or within 2 years from the date of bill stop. Respondents lost their right to claim the said amount as it was time barred.

According to respondents the Service No. 3111145000527 of Tikkavaram Village is in the name of the complainant and he is due arrears of Rs.7,94,689/- as on 10/2017 which is under bill stop status since 10/2017.

The issue whether the due amount on service No.3111145000527 is barred by Limitation or not and respondents are not entitled to claim legally that amount is not a direct issue in this complaint. Hence the forum is of the opinion that the same need not be answered. However it is suffice to say that complainant appears to be under misconceived perception under what circumstances sub-section (2) of Sec. 56 of the Electricity Act, 2003 is applicable.

It is appropriate to refer the judgment of the Hon'ble Apex Court delivered in Civil Appeal No.1672/2020 (Arising out of SLP (Civil) No. 5190 of 2019) in between:

Assistant Engineer (D) Ajmer... Vs Rahamatuallah Khan Alias ...on 18 February, 2020

7.3 *"Sub-section (1) of Section 56 confers a statutory right to the licensee company to disconnect the supply of electricity, if the consumer neglects to pay the electricity dues.*

This statutory right is subject to the period of limitation of two years provided by sub-section (2) of Section 56 of the Act.

7.4 *The period of limitation of two years would commence from the date on which the electricity charges became "first due" under sub-section (2) of Section 56. This provision restricts the right of the licensee company to disconnect electricity supply due to non-payment of dues by the consumer, unless such sum has been shown continuously to be recoverable as arrears of electricity supplied, in the bills raised for the past period.*

If the licensee company were to be allowed to disconnect electricity supply after the expiry of the limitation period of two years after the sum became "first due", it would defeat the object of Section 56(2).

8. *Section 56(2) however, does not preclude the licensee company from raising a supplementary demand after the expiry of the limitation period of two years. It only restricts the right of the licensee to disconnect electricity supply due to non-payment of dues after the period of limitation of two years has expired, nor does it restrict other modes of recovery which may be initiated by the licensee company for recovery of a supplementary demand".*

In this case, it is an admitted fact that both the service No's belongs to the complainant were already under disconnection for non-payment of CC charges. It appears complainant filed this complaint with an intention for reconnection of service No.3111110000091 only without payment of CC charges due on service No.3111145000527 on the ground that respondents failed to recover the said amount from him within 2 years and the claim is barred by Limitation. According to respondents Reg. No.05/2004 empowers them to insist the consumer to pay all the CC charges due to the department as on the date of seeking for reconnection.

Clause No. 4.8.1 of Reg.05/2004 was also substituted and the same is as follows:

Disconnection due to non-payment: -"Where a consumer neglects to pay any consumption charge for electricity or any other sum due from him to a Licensee, by the due date mentioned in the bill, in respect of supply of energy to him or in respect of supply, transmission or distribution or wheeling of electricity to him, the licensee may, after giving not less than fifteen (15) clear days' notice in writing to such person and without prejudice to his rights to recover such charge or other sum by suit, cut off supply of electricity and for that purpose disconnect any electric supply line or other works being the property of such licensee or the generating company through which electricity may have been supplied, transmitted, distributed or wheeled and may discontinue the supply until such , charge or

other sum, together with any expenses incurred by him in cutting off and reconnecting the supply are paid, but no longer”.

The above said clause authorized respondents to disconnect all or any other services of the consumer within the area of the supply of the licensee though such service is distinct and no default occurred in respect thereof.

In this case both the service No's 3111110000091 and 3111145000527 are under disconnection for nonpayment of CC charges. Complainant cannot insist respondents to restore service connection No.3111110000091 on payment of the arrears on the ground that the dues on service No. 3111145000527 are deemed to be time barred. Respondents after following the regulations issued by the Hon'ble Commission rightly refused to restore the service No.3111110000091 without payment of arrears on service No. 3111145000527. There are no grounds to interfere with the demand of respondents to clear all the arrears due in the name of the complainant to restore the power supply to service No.3111110000091 in the name of the complainant. There are no merits in the complaint and liable to be dismissed. The point is answered accordingly.

4. In the result complaint is dismissed.

If aggrieved by this order, the Complainant may represent to the Vidyut Om budsman, 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 26th October'2020.

Sd/-
Member (Technical)

Sd/-
Independent Member

Sd/-
Chairperson

Forwarded By Order

K.S. Madhukar

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 , 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.