

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

On this the 23rd day of March' 2021
C.G.No:69/2020-21/ Tirupati 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

Sri E.Ajay Kumar,
C/o Ajitha Granites,
Plot No.33,
Industrial Estate,
Tirupati,
Chittoor -Dist

Complainant

AND

1.Deputy Executive Engineer/O/Tirupati Town-2
2.Executive Engineer/O/Tirupati Town
3.Superintending Engineer/O/Tirupati
4. Senior Accounts Officer/Tirupati

Respondents

ORDER

1. The case of the complainant is that he worked in defence services. Lock down was imposed in the month of March' 20 and partially lifted on 30.04.2020. The unit could run up to 40% of its capacity as labourers who hails from Orissa left to their place. The operation of the unit was continued with insufficient staff by paying double overtime wages and salaries. In the month of June Ist week department disconnected the service. Later ADE/Operation reduced the units 5 KVA for lighting purpose but do not change the minimum charges. The average monthly minimum charges comes around Rs.62,000/- to Rs.67,000/-. He explained his problems of old age and no buyers come forward to purchase and requested for temporary disconnection but no action was taken. When he approached corporate office, Tirupati they have given six (6) installments to clear the arrears of amount. He is ready to pay physically consumed units and not minimum charges. There is no epidemic when the rules of HT billing were

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issued. Hence taking all the facts into consideration they may be permitted only to pay customer charges. He had also mentioned about his difficulties and personal problems in his complaint.

2. Respondent No.4 filed written submission stating that HT service TPT-782 is in the name of M/s. Ajitha Granites Plot No.33, Industrial Estate with a CMD of 86.94 KVA. The energy charges billing has been done on actual recorded KVAH consumption units only from the months of March'2020 to July' 2020 except in April'2020. The actual recorded KVAH consumption in April' 20 was 1147 units only. But the billing has been done for April'2020 for 3478 units as per specific condition (ii): "**Energy charges will be billed on the basis of actual energy consumption or 50 KVAH per KVA of billing demand whichever is higher**". As per Clause No. 4.3.1 Cat- III (A): Industry (General) -HT in Chapter- X of Tariff Order 2020-21. RMD was not exceeded 80% of CMD from March' 20 to July'2020 but the demand charges billing has been done for 80% of CMD i.e. 69.55 KVA as per specific condition (i):

"The billing demand shall be the maximum demand recorded during the month or 80% of the contracted demand whichever is higher "as per Clause 4.3.1- Cat III (A) Industry (General) HT in Chapter- X of Tariff Order 2020-21.

There were no specific instructions from Hon'ble APERC/Govt. of A.P. for exemption of monthly minimum billing during Covid - 19 lock down period in respect of HT consumers. Hence billing has been done as per Tariff Order 2020-21. The service was under disconnection from August' 2020 to November' 2020 due to non-payment of outstanding arrears amount and monthly minimum charges bills issued against the service. Clause No. 5.9.4.3 of GTCS provides procedure for termination of agreements on account of disconnection. Complainant has paid Rs. 50,000/- in the month of June' 20, Rs.1, 00,000/- in July'20 and Rs.35, 000/- in the month of September'20 against the outstanding amount for the period from March' 20 to September' 20 for an amount of Rs.5,36,091/-. The Chairman & Managing Director/Tirupati has accorded sanction of six instalments for payment of outstanding amount but consumer has not paid any amount till to date.

CGM/R&IA/Tirupati had issued working instructions that “Waiver of fixed/demand charges against the contracted maximum demand (CMD) for MSME manufacturing and allied units for a period of 3 months from April’ 20 to June 20”. Consumer can avail the above facility by filing their details in the online portal (www.apindustries.gov.in/incentives) of industrial department and the eligibility for waiver of fixed /demand charges against contracted maximum demand for MSME industries shall be recommended by committee which shall be disbursed directly to the bank account of the unit concerned by the District Industries Department and the consumers those who are paid their CC charges bills for the month of April 2020 to June’ 2020 within due date are only eligible for waiver of fixed/demand charges against contracted maximum demand under ‘MSME Re-Start package’. But the complainant has not paid CC charges for the months of April’2020 to June’2020 within due date. Due to nonpayment of CC charges bills within due date, hence the complainant is not eligible for waiver of fixed/demand charges against the contracted maximum demand under ‘MSME Re-Start package’. There was no excess billing demand raised against the complainant. Hence complaint may be dismissed.

3. The point for determination is whether this forum can direct respondents to collect CC charges for the physically consumed units only and order for reconnection only after pandemic of Covid-19 is controlled?

Complainant in his complaint stated that he is having old age problems, family problems and his grandson is bed ridden for the last 11 years. Labourers worked in his unit hails from Orissa state and when they went to Orissa on account of Covid-19, due to personal problems and due to Covid-19, he could not run the unit and he is not in a position to pay minimum charges of around Rs.62,000/- as he is getting only monthly pension of Rs.23,000/-. So he may be exempted from payment of minimum charges and he may be permitted to pay only for the consumed units. Complainant is also seeking for temporary dismantlement of the service.

Clause No. 5.9.4 of GTCS provides the procedure for termination of the agreement. The relevant provisions for this case are Clause No. 5.9.4.2 and Clause No.5.9.4.3 which are as follows:

5.9.4.2 : Deration of CMD or Termination of Agreement in respect of HT Supply:

The consumer may seek reduction of contracted maximum demand or termination of the HT Agreement after the expiry of the minimum period of the Agreement by giving not less than one month notice in writing expressing his intention to do so. However, if for any reason the consumer chooses to derate the CMD or terminate the Agreement, before the expiry of the minimum one year period of the Agreement, the CMD will be derated or the Agreement will be terminated with effect from the date of expiry of the initial one year period of the Agreement or after expiry of one month notice period whichever is later. The Company can also terminate the HT Agreement, at any time giving one month notice if the consumer violates the terms of the HT Agreement, or the GTCS or the provision of any law touching the Agreement including the Act and rules made thereunder, and AP Electricity Reforms Act, 1998. On termination of the HT Agreement the consumer shall pay all sums due under the Agreement as on the date of its termination.

5.9.4.3 : 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 three 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 regularize 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 four (4) months from the date of disconnection and the Agreement shall be deemed to have been terminated at the end of four (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

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 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.