

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

**On this the 16<sup>th</sup> day of November' 2021**  
**C.G.No.12/2021-22/Anantapur Circle**

*Present*

Sri. Dr. A. Jagadeesh Chandra Rao  
Sri. Y. Sanjay Kumar  
Sri. K. Ramamohan Rao  
Sri. Dr. R. Surendra Kumar

Chairperson  
Member (Technical)  
Member (Finance)  
Independent Member

*Between*

M. Srikanth,  
S/o. M. Nagappa,  
6-608 A, Ram Nagar,  
Ward No.6,  
Kanekal,  
Anantapur Dt.

Complainant

*AND*

1. Assistant Accounts Officer/ERO/Uravakonda  
2. Deputy Executive Engineer/O/ Uravakonda  
3. Executive Engineer/O/Kalyanadurg

Respondents

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**ORDER**

1. According to the complainant respondents are demanding to pay dues for Rs. 1,71,511/-,
2. Respondent No. 3 filed written submission stating that industrial service No.7531319003832 is released in the name of M. Srikanth, Proprietor of M/s. Sri Chennakesava Rice Mil in Kanekal (V& M) in Kalyandurg Division of Anantapur Dt. On 06.07.2019 the service was inspected by EE/DPE/Anantapur and proposed back billing vide Case No. DPE/KDG/UVK/6554/19 of LT Cat-III to HT-1A for the period of 6

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DATE. 17/11

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months from 12/2018 to 05/2019. The difference of LT to HT billing recoverable amount is Rs.1,75,511/-. Subsequently Provisional Assessment Order was issued for back billing. Consumer exceeded contracted load 111 HP, 106.9 HP and 111.7 HP during the months April'18, February'19, and March' 19 respectively. DPE wing had inspected the above service during the year 2012 and noticed that the consumer has exceeded his contracted load from 74 HP to 104.93 HP and consumer has accepted and made arrangement for payment of Rs.62,500/- vide PR No. 0718-787976 dt:04.07.2018 of Rs.50,000/- and vide PR No.1218-04569012933 dt: 01.12.2018 of Rs.12,000/- ( Rs.62,500/-) . Consumer has often exceeding the contracted load above 100 HP in various months especially during seasonal time from December to April.

3. Personal hearing through video conferencing was conducted on 21.09.2021. Mr.Nagappa father of complainant representing his son Mr. Srikanth present and stated that there was a heavy rain and gale on 05.06.2019 resulting in disruption of power supply. The DTR was damaged and no inspection was made on 06.7.2019 and he did not know anything about alleged inspection. He had not received any notice in this regard. The service was again inspected by Dy.EE/O/Uravakonda and found the connected load is 83.5 and they never exceeded 100 HP. Complainant was advised to file additional documents in respect of failure of DTR between 05.06.2019 and November'2019.
4. Subsequently Mr. Nagappa sent a written submission on this aspect. The secretary of the forum contacted Mr. Nagappa and enquired that the service is in the name of Srikanth. The complaint was presented by Srikanth and the additional written submissions are submitted by Nagappa .

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Then again the same version was submitted by Mr. Srikanth. Mr. Srikanth also informed through phone that his father is looking after the affairs of the Rice Mill.

5. Again personal hearing through video conferencing was conducted on 21.10.2021. Respondent No. 2 was instructed to submit their version in respect of additional written submission dt: 05.10.2021 submitted by complainant and his father.
6. Accordingly respondent No.3 furnished additional written submission. Respondent No.2 verified the records and as per the records, the existing DTR was installed to his service at the time of releasing the service and the equipment was not failed till to date from the date of erection. He also furnished consumption recorded from 12/2018 to 05/2019.

Though complainant stated that there was no power supply to his premises on account of damage to the transformer due to heavy gale and rain, he did not adduce any evidence to prove that fact. On the other hand respondent no.2 specifically mentioned that there was no damage to the transformer and the same transformer is available from the date of erection till date. So the contention of the complainant that there was no power supply to their rice mill from 05.06.2019 to 23.11.2019 cannot be taken into consideration.

7. The point for determination is whether the back billing notice issued against complainant for payment of Rs.1,71,207/- (corrected as per account statement) is liable to be withdrawn?

The written submission of Respondent No. 3 shows that EE/DPE/Anantapur inspected the premises on 06.07.2019 and raised back billing for a period of 6 months from 12/2018 to 5/2019. Previous history

mentioned in the copy of the Provisional assessment notice for shortfall billing dt:16.7.2019 shows that a case for developmental charges was registered basing on the inspection conducted on 11.06.2011 for Rs.18,000/- Respondents did not state specifically whether the amount of Rs.18,000/- was paid by the complainant and if not paid as to why no action was taken .

Again another case for development charges was registered basing on the inspection conducted on 21.01.2012 . According to Respondent No. 3 the development charges of Rs.62,000/- was paid by the complainant in 2 installments i.e. Rs. 50,000/- on 04.07.2018 and Rs.12,000/- on 01.12.2018. Respondents did not file any documentary evidence to show when notice was served on the complainant for payment of development charges of Rs.62,000/-.So also they did give any explanation as to why they kept quiet without proceeding further when complainant failed to pay the development charges within the stipulated period. Respondents also failed to explain how the development charges were collected in installments and who has given such permission to pay development charges in two installments. Respondents also failed to state specifically whether Rs.62,000/- was collected by including in the CC bill or not?

No authority is placed before this forum that respondents are authorized to treat the service of the complainant as HT basing on the inspection said to have been conducted on 21.01.2012 in the year 2019 i.e. after 7 years.

Respondents have enclosed the inspection notes said to have been prepared by EE/DPE/Anantapur on 06.07.2019. On perusal of the inspection notes, it reveals that complainant refused to sign in the inspection report. Whereas in the last page at Column No.X , meant for signature of the

consumer or his representative, it was mentioned that consumer/his representative 'refused' above the column of signature of consumer or his representative and underneath it 'consumer not available'. It was not specifically mentioned in the inspection report whether consumer or representative were not available or they refused to sign in the inspection report. So also in Column No. IV at page 2 of inspection report, it was only mentioned as 'as per contracted load 78286 watts'. The details of connected load are not mentioned. In Column No. VI under the head discriminatory points at page No.3 of inspection notes it is mentioned as 'the service ledger also verified at ERO/Uravakonda and service contracted load has more than 100 HP i.e. 104.94 HP. But billing is being done under LT Cat- III. The inspecting officer is expected to record entire connected load available in the premises at the time of his inspection in prescribed format i.e. Appendix – IV B . But in this case the inspecting officer simply mentioned the contracted load but not filled the column No. IV with details of connected load. Nobody on behalf of the consumer is associated with inspection notes. The inspection is to be treated as an ex-parte inspection prepared without following the prescribed procedure. Respondents also did not state that the copy of the inspection was also served subsequently and obtained acknowledgment.

So also the provisional assessment authority did not file any document to show that copy of Provisional assessment order was served on the complainant within the prescribed period. No copy of the acknowledgment in token of serving of provisional assessments order issued for back billing /shortfall is filed before this forum.

The record further shows that on the request of complainant again the service was inspected by Dy.EE/O/Uravakonda on 09.01.2020 and reported

that connected load is only 83.5 HP and consumer not exceeded the contracted load and recommended for reduction of load and convert the service from HT billing to LT billing . Accordingly Executive Engineer instructed to bill the service under LT with contracted load of 83.5 HP vide Memo No.EE/O/KLDG/Comml/ /F.No: Theft /D.No.796 /20 Dt 28.01.2020. So the contents of the above referred memo shows that again inspection was conducted on 09.1.2020 and found the connected load is at 83.5 HP and within the LT limits.

According to Respondent No. 3, the RMD of complainant's service in February'19 is 106.9 and in March'19 it is 111.7 in un season. The particulars given by respondent No.3 for raising back billing for the period between December'2018 to May' 19 shows that RMD exceeded in the months of February and March only. No authority is placed before this forum to show that respondents are entitled to raise back billing only basing on the RMD without having physical inspection to ascertain that the service exceeded the contracted load and also exceeded the limits of LT. It appears the back billing was proposed only basing on the additional charges paid by the complainant and basing on the recorded RMD. Complainant specifically stated in the complaint that the amount of Rs.62,000/- levied towards development charges was included in the CC bill. He also further stated after inspection by Dy.EE/O/Uravakonda, the back billing amount was cancelled but again included in CC bill of Feb/April'2021.

Respondents did not specifically deny on this aspect in their written submission. Mere payment of Rs.62,000/- towards development charges which was included in CC bill does not authorize the respondents to say that complainant accepted the connected load basing on the inspection said to have been conducted in Jan' 2012 and paid the amount in the year 2018 and

basing on such payment the service has to be billed under HT and empowered to issue back billing notice for a period of 6 months prior to the date of inspection of 6.07.2019. The inspection said to have been conducted on 06.07.2019 is not valid and cannot be taken into consideration. So also mere payment of development charges after 6 years of the alleged inspection does not authorize the respondent's to raise back billing. The provisional assessment notice issued for shortfall amount being difference of HT billing and LT billing for the period of six (6) months from December'2018 to May'2019 is not valid and liable to be set aside. The point answered accordingly.

8. In the result the provisional assessment notice issued for short fall amount of Rs.1,71,207/- (Corrected as per account statement) is hereby set aside. The amount of Rs.62,000/- paid by the complainant towards development charges shall be adjusted towards future bills and submit compliance report within 15 days from the date of receipt of this order.

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

Forwarded By Order



Secretary to the Forum

**This order is passed on this, the day of 16<sup>th</sup> November'2021**

If aggrieved by this order, the Complainant may represent to the Vidyut Ombudsman, Andhra Pradesh, 3<sup>rd</sup> 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.

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 , 3<sup>rd</sup> 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, 4<sup>th</sup> Floor, Singareni Bhavan, Red Hills, Lakdikapool, Hyderabad- 500 004.