

**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.43/2021-22/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/s. S.S. Granites represented by  
Sri. C. Ramakrishna ,  
Mg. Partner,  
Chukkalur Road,  
Tadipatri (M),  
Anantapur Dt.

Complainant

*AND*

1. Assistant Accounts Officer/ERO/Tadiaptri  
2. Deputy Executive Engineer/O/Tadiaptri  
3. Executive Engineer/O/Gooty

Respondents

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**ORDER**

1. This complaint is filed by the complainant stating that they are having ISC No.7231129000837 under LT Cat -III since 2004. The unit was stopped from 07/2019 to 11/2020 due to slump in the business on account of Covid-19. They were unable to pay minimum bills form March' 2020 to August'2020. Respondent No. 1 has debited Rs.35,982/- from their ACD for 6 months CC bill. The service was under bill stopped from 09/2020 to 11/2020 without their knowledge. He approached Respondent No. 1 for reconnection of service. He paid Rs.19,521/- and service was restored. But the amount paid by him for Rs.19,521/- was kept under debit RJ account. They paid CC bills regularly from Dec'2020 till to date. On 26.07.2020, they

**DESPATCHED**  
**DATE** 17/11

received ACD notice dt:27.05.2021 for payment of Rs.1,41,280/- . The unit was stopped for 1 year. As per their knowledge, the ACD for the service is for an amount of Rs.2,42,977/-. He was not able to understand what happened to ACD. On verification of statement, he found Respondent No.1 made contrary activities for an amount of Rs.1,55,335/- from their ACD and credited into debit RJ account without their knowledge and collected an amount of Rs.19,521/- for the bill stopped period. Respondent No. 1 intentionally collected double amount from them. He made representation but there was no response. Hence he filed the complaint requesting for reversal of the entry for an amount of Rs. 1,74,856/- from Debit RJ account into their ACD account and set aside the ACD notice.

2. Respondents filed written submission stating that the service was bill stopped in Aug' 2020 as per the recommendation of field officers and adjusted the available security deposit.

Arrears as on the date of bill stop	Rs.35,983/-
FSA added (un paid for 2008-09 and 2009-10)	Rs.1,55,335/-
	.....
<b>Total</b>	<b>Rs.1,91,318/-</b>
(-) adjusted from available SD	Rs.2,42,977/-
Balance of excess available SD	(-) Rs.51,659/-
	.....

Consumer made a representation in the month of 11/2020 to restore the service connection for bill stopped service, then a proposal was raised for restoration.

Fixed charges from 09/2020 to 11/2020	Rs.16,706/-
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DELETED  
DATE

Customer charges

Rs.2,814/-

**Total**

**Rs.19,520/-**

EE/O/ Gooty had given approval for restoration of service connection on payment of Rs.19,520/- plus RC fee of Rs.100/ vide Memo EE/O/GTY/AE/Comml/F.No.20,D.927/20,Dt:18.11.2020. Consumer was explained the details and calculations and accepting the same paid the amount for reconnection. After restoration of service, the available Security Deposit for the service is Rs.51,659/-. In the month of Apr'2021 ACD was reviewed for F.Y.2021-22 and adequacy of deposit has been arrived for an amount of Rs.1,41,280/. Notice was issued to pay balance of ACD amount. No un authorized amount was included against the service. Hence the complaint may be dismissed.

3. Complainant filed an application for interim directions restraining respondents from disconnecting the service connection during the pendency of the complaint before this forum. Accordingly orders were issued directing the complainant to pay an amount Rs.35,320/- within 7 days from the receipt of the order and on such deposit, respondents are directed not to disconnect the service during the pendency of the complaint before this forum as per orders in I.A. No. 02/2021-22 dt :27.9.2021.
4. Complainant aggrieved by the orders of this forum in IA No.2/2021-22 , made a representation to Hon'ble Ombudsman . The Hon'ble Ombudsman was pleased to modify the order of the forum and directed the complainant to deposit Rs.20,000/- with Ist respondent within 7 days from the date of receipt of the order and further directed the respondents not to disconnect the service connection during the pendency of the case before the forum if the amount is deposited.

5. Personal hearing through video conferencing was conducted on 21.10.2021. Heard both sides.
6. Complainant submitted another application dt: 29.10.2021 stating that service connection was disconnected at 11.00 AM on 27.10.2021 without any prior notice. When he approached Respondent No.1 to ascertain the reasons for disconnection, he did not respond. So he approached respondent No. 2 and filed a representation and forwarded the copy of the same to respondent No. 3, but no officer responded to his representation .On the next day when he approached lineman , lineman instructed him to pay Rs.20,000/- for reconnection and on the instructions of lineman, he paid the amount and service was connected after 23 hours. Hence a compensation may be awarded to him.
7. Points for determination are:
  1. Whether the termination of the agreement is made in accordance with Reg. 05/2004?
  2. Whether issuing of notice for making shortfall gap of security deposit is in accordance with Reg. 02 of 2019 second amendment to Reg. 06 of 2004?

The facts of the case shows that complainant committed default in payment of CC charges. The service was disconnected on 21.5.2020. The service was bill stopped on the recommendation of field officer vide Lr.No.AEE/R/Tadipatri./JE/F.ERO/D.No.195/20 dt : 20.8.2020. The written submission filed by respondents shows that the due amount i.e. arrears of CC bill amount of Rs.35,983/- and unpaid FSA for the period 2008-09 and 2009-10 of Rs. 1,55,335/- in total an amount of Rs.1,91,318/- was deducted from the available security deposit of Rs.2,42,977/- and shown available Security Deposit as Rs.51,659/-.

Consumer applied for restoration of service vide Lr.No.AEE/R/Tadipatri /JE/F.ERO/D.No.313/20 dt : 23.10.2020 and same was approved on payment of Rs.19,520/- ( Rs.16,706/- fixed charges from 09/2020 to 11/2020 and customer charges Rs.2,814/- ) and service was restored. So the service was kept under bill stop and adjusted the available security deposit within 3 months from the date of disconnection. The procedure for terminating of the agreement is provided in Cl. 4.8.3 of Reg. 5 of 2004 which is as follows:

4.8.3 *“In case of continued default in payment of electricity charges and any sum due to licensee by any consumer, the Licensee shall be entitled to terminate the agreement executed by the consumer as per the terms and conditions of supply of the Licensee as approved by the Commission”.*

The relevant provision for termination of agreement is given in Cl. 5.9.4.3 of GTCS which is as follows:

5.9.4.3 *“ Termination of LT Agreement and HT Agreement on account of disconnection: Where any consumer, whose supply is disconnected for non- payment 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 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.*

So the above provisions mentioned in Reg. 05 of 2004 and Clause. 5.9.4.3 of GTCS shows that agreement can be terminated only after issuing of one month notice after expiry of three months period and in case notice is not given , consumer is not liable to pay minimum charges for the period beyond four months from the date of disconnection and service shall deemed to have been terminated after expiry of 4 months from the date of disconnection.

In this case respondents terminated the agreement within 3 months from the date of disconnection without issuing 1 month notice. Consumer applied for restoration of service after 5 months from the date of disconnection. Though respondents have right to terminate the agreement after expiry of 4 months without notice, since they failed to follow the

mandatory provisions of Cl.4.8.2 of Reg.05 of 2004 and 5.9.4.3 of GTCS for determining the amount due by the complainant at the time of terminating of agreement and available security deposit ~~for~~ the service connection No. 7231129000837 is liable to be set aside. The point answered accordingly.

Security deposit has to be paid by the consumers as per Reg.06. of 2004 issued by Hon'ble APERC. Cl.4 of Reg . 6 of 2004 is as follows:

*“Security deposit for the electricity supplied / to be supplied: (1) The LT consumers shall at all times maintain with the licensee an amount equivalent to consumption charges (i.e demand/fixed charges and energy charges etc., as applicable) of three months wherever bi-monthly billing is in vogue and two months' charges in the case of monthly billing cycle, as security during the period the Agreement for supply of energy to such LT consumers is in force: Provided that as and when the bi-monthly cycle is replaced with monthly billing cycle, the licensee shall refund the excess amount, if any, over the two months' charges by adjustment against the then outstanding dues to the Licensee or any amount becoming due to the Licensee immediately thereafter. (2) The HT consumers shall at all times maintain with the licensee an amount equivalent to consumption charges (i.e demand charges and energy charges etc., as applicable) of two months as security during the period the Agreement for supply of energy to such HT consumers is in force. (3) 1 The distribution Licensee shall extend power supply through a correct meter of the following types depending upon load requirement of a consumer i. LT whole current meters ii. Current Transformer operated meters iii. HT meters The choice of providing pre-payment meters lies with distribution licensee. 1 Amended vide Regulation No. 03 of 2013 with effect from 19-07-2013 4 If the*

*distribution licensee provides a choice to consumers to opt for pre-payment meter, and if any consumer intending to avail/avails supply through a LT whole current prepayment meter, the distribution licensee shall not be entitled to collect security deposit from such person. In case, a security deposit already stands collected by the Licensee from such a consumer, the same shall be refunded by adjustment of the then outstanding dues to the Licensee or any amount becoming due to the Licensee immediately thereafter. Consumers availing power supply through a Current Transformer (CT) operated meters or HT meters are not eligible to avail power supply through prepayment meters, as such meters with proven technology and technically viable meters are not available in the market. (4) The initial security deposit payable at the time of releasing the supply shall be at flat rates mentioned in clause 5 herein. (5) The amount payable towards security shall be in the form of a cash/demand draft (DD) drawn in favour of the licensee”.*

DISCOMs are empowered to review and issue notice for payment of additional security deposit as per Cl.6 of Reg.06 of 2004. In this case according to respondents, they have reviewed the Security Deposit of the consumers in the month of April' 21 for the F.Y. 2021-22 and issued notice for payment of Rs.1,41,280/- as per the prescribed procedure.

The facts of the case shows that the actual grievance of the complainant is that the security deposit was adjusted without their knowledge after disconnection of the service and had the security deposit was not adjusted, there is no necessity to pay any amount towards security deposit. Complainants are expected to ascertain the facts and present the complaints with true averments. They should not suppress the actual facts and are not expected to make wild allegations without any basis.



Complainant without filing an application for interim directions restraining the respondents from disconnecting the service, sent mails as if he had already submitted his application and the same was brought to the notice of the complainant, then only he sent the application through courier. The application was considered and orders were passed. Complainant aggrieved by the orders of this forum directing him to deposit Rs.35,320/- within 7 days from the date of receipt of the order vide orders in I.A.No.2/2021-22/Anantapur Circle Dt:27.09.2021. Aggrieved by the same complainant preferred representation to Hon'ble Ombudsman and Hon'ble Ombudsman was pleased to modify the order of this Forum and directed the complainant to deposit Rs.20,000/- within 7 days from the date of receipt of order vide representation 22 of 2021-22 dt:19.10.2021.

Personal hearing was conducted through video conferencing on 21.10.2021 and respondents specifically stated that complainant has not deposited the amount as per the orders of Hon'ble Ombudsman in the personal hearing. Complainant sent another letter dt: 29.10.2021 stating that their service was disconnected on 27.10.2021 and lineman instructed him to pay Rs.20,000/- for reconnection and he paid that amount to the lineman and after 23 hours of payment the service was restored and requested to take necessary action. The letter is silent in respect of the orders passed by this forum and the orders of Hon'ble Ombudsman directing him to deposit Rs.20,000/- within 7 days from the date of the receipt of the order. On the other hand, he mentioned in the letter as if lineman demanded Rs.20,000/- for reconnection of service. So it can be safely presumed that complainant is not disclosing the entire material facts. Had the complainant deposited the amount within the stipulated period as per the orders of the Hon'ble Ombudsman, his service would not have been disconnected at all. Sub



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.