

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

**On this the day of 28th February ' 2022**

**C.G.No.54/2021-22/Anantapur Circle**

*Present*

<b>Sri. Dr. A. Jagadeesh Chandra Rao</b>	<b>Chairperson</b>
<b>Sri. Y. Sanjay Kumar</b>	<b>Member (Technical)</b>
<b>Sri. K. Ramamohan Rao</b>	<b>Member (Finance)</b>
<b>Sri. Dr. R. Surendra Kumar</b>	<b>Independent Member</b>

*Between*

Smt. B.Mangala Gowri, W/o.B. Naresh,  
Prop.M/s.Sreenivasa Aqua systems,  
Sreekantapuram,  
Hindupur,  
Anantapur Dt.

Complainant

*AND*

- 1.AAO/ERO/Hindupur
2. Municipal Commissioner/Hindupur  
Municipality/Hindupur

Respondents

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**ORDER**

1. The case of the complainant is that second Respondent had launched a Scheme as per G.O.Ms.No.189 dt: 16.9.2014 under NTR Sujala Pathakam to provide drinking water to the public in Hindupur Town. Complainant applied for this said Scheme and entered in to five Agreements to supply safe drinking water to the general public on no profit or loss basis in seventeen wards of Hindupur Municipal area. Second Respondent also passed a resolution dated: 30.6.2016. Complainant also in pursuance of the said agreement invested about seventy five lakhs for erecting five water plants at five points. Second Respondent has not fulfilled their part of agreement in respect of payment of Electricity bills but in order to keep

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regular supply of drinking water, Complainant her self-paid certain amounts on different occasions. The Electricity connection which is in the name of Complainant was disconnected by first Respondent in the month of January'2018. After four years without issuing any notice or giving any opportunity. First Respondent issued a notice stating that Complainant should pay the dues within fifteen days failing which action will be taken as per the provisions of AP State Electricity Board (Recovery of Dues) Act 1984.

2. In view of the agreement between the Complainant and the Second Respondent and as per the Resolution dated: 30.6.2016, the Second Respondent is bound to pay all the Electricity bills to the extent they agreed to pay and failing which First Respondent can make demand of such Electricity dues from Second Respondent but not from the Complainant. The notice issued by First Respondent dated: 4.7.2021 is also barred by limitation and on that ground also the impugned demand notice is liable to be set aside. The amounts due are to be collected from Second Respondent.
3. Complainant filed Writ Petition No.15342 of 2021 on the file of Hon'ble High Court of AP against the issuance of notice by First Respondent in letter No. AAO/ERO/HUP/JAO2/D.NO.117/21, dated:4.7.2021 and the Hon'ble High Court of AP was pleased to dismiss the same by giving an option to redress the grievance before this Forum. Complainant preferred W.A.No.539/2021 before the Hon'ble High Court of AP and the same was also dismissed confirming the order of the Hon'ble Single Judge.
4. Complainant prays to order that the notice issued by AAO/ERO/HUP/JAO2/ D.NO.117/21, dated:4.7.2021 for payment of ₹ 8,00,037 be withdrawn and direct the Second Respondent to settle pending due if any

with First Respondent as per the Agreement entered between Complainant and Second Respondent.

5. In obedience to the directions of the Hon'ble High Court of AP, the Complaint is registered as CGNO.54/2021-2022/<sup>Anantapur</sup>Nellore circle and issued notice to the Respondents.

6. First Respondent filed written statement stating that a notice was issued to the Complainant in Form-A for recovery of the outstanding dues of ₹8,00,037 under RR Act for the LT Category- II service bearing No.7311101050908 in the name of the Complainant. Complainant also filed another Writ Petition No.23608 of 2001 and sought for ordering of non-disconnection of the Complainant's other live service connections and the Hon'ble High Court of AP was pleased to dispose of the said petition on 8.10.2021. In the Agreement between Complainant and the Second Respondent, it is clearly mentioned that "the Power charges of the water treatment plant has to be borne by First part only " Complainant is the First part of the said Agreement and is liable for payment of the outstanding amounts due to APSPDCL. APSPDCL is not aware of the Agreement entered between the Complainant and Municipal Authorities until this time. The Agreement between Complainant and Second Respondent is not binding on APSPDCL. Notice was served on the Complainant demanding the amount until November'2019. Orders may be passed directing the Complainant to pay the outstanding amounts.

7. Second Respondent filed written submission stating that as per the conditions of the agreement Complainant has to borne the power consumption charges for treatment of raw water in to drinking parameters.if the raw water supplied by the Municipality, and then only Power charges connected to Raw water supply should be borne by the Municipality. The Agency has provided on her own arrangements for raw water and applied for power

connection in her name, Second Respondent not at all responsible for payment of power consumption charges. The period of the agreement was also completed by 4.8.2021. At this juncture, the claim of power consumption charges cannot be applicable. In the agreement it is clearly mentioned that

“The Power charges of the water treatment plant have to be borne by First part only. ” The Complainant is the First part to the said agreement and is liable for payment due to APSPDCL.

8. Personal hearing was conducted on 11.1.2022 and 15.2.2022 through Jio meet. First Respondent, Municipal Commissioner and EE of Second Respondent and Council of the Second Respondent and Council of Complainant present. Heard both sides. No oral evidence is adduced by both parties.
9. The case of the Complainant is that she entered in to an agreement with Respondent 2 for supply of water under NTR Sujala Pathakam. Complainant has supplied the water on no profit no loss basis. As per the agreement second Respondent is liable to pay the Electricity dues to APSPDCL. A Resolution was also passed by Hindupur Municipality to that effect. Second Respondent failed to pay the dues of Electricity. First Respondent issued notice on behalf of APSPDCL in Form-A under APState Electricity Board (Recovery of Dues) Act for recovery of outstanding amount of ₹.8,00,037 and issuing of notice after three years is barred by limitation and Second Respondent is alone liable to pay the due amount.
10. The case of the First Respondent is that APSPDCL is not a party to the agreement between Complainant and Second Respondent. Even in the agreement, it is mentioned that power charges of water treatment plant has to be borne by first part only and Complainant is the first part in the said

agreement. Demand Notices were also served on the Complainant till November'2019 for payment of the due amount. Complainant also filed WP 23608 of 2021 before the Hon'ble High Court of AP for directions not to disconnect the other live services of the Complainant and the same was disposed of on 8.10.2021.

11 The case of the Second Respondent is that as per the agreement, if raw water is provided by the Municipality, then only it is liable to pay Electricity charges. Where as in this case, Complainant provided treated water. Complainant applied for service and paid the amounts. Notice was issued after expiry of the period .Complainant has not handed over the premises. Second Respondent is not liable to pay the dues of Electricity charges.

12 The points for determination are

1. Whether this Forum is competent to interpret and enforce the Agreement executed between Complainant and Hindupur Municipality (Second Respondent ) ?
2. Whether the relief prayed by the Complainant in the complaint will come under the definition of the grievance as defined under clause 2.7 of Regulation 3 of 2016 ?

**Point No.1.**

In this case, Complainant is seeking relief that Second Respondent may be directed to pay the outstanding amount as per the Agreement and resolution passed by Second Respondent. On the other hand Second Respondent disputing its liability for payment and further says that it is liable to pay Electricity charges only if raw water is supplied by Municipality and not for providing treated water. Since Second Respondent is disputing its liability under the agreement, the agreement has to be interpreted. This Forum is constituted only for redressal of the disputes between the consumer and licensee. This Forum has no authority to decide the disputes between the Complainant and third parties. This Forum has no authority to

interpret the agreements and to give directions for enforcement of the agreements entered between two third parties.

It was held in a case between Superintending Engineer (O& M) Raipur (CG)Vs Indo Lahari Bio-Power Ltd, Raipur ( CG) AIR 2020 (NOC) 917 (CHH)

*“Power purchase agreement executed between licensee distributor and power plant, for purchase of electricity, Distributors using transmission lines laid at cost of power plant for transmission of electricity to other consumers, resulting in dispute. A perusal of the complaint clearly reveals that the dispute touches upon the rights and obligation of the parties as licensee and generating company under the power purchase agreement and not a dispute between the petitioner and respondent as licensee and consumer. A rational, fair and logical interpretation of the provision leads to conclusion that the Act seeks to establish a redressal Forum for consumers. The legislative intent is clear from the phrase “establish a Forum for redressal of grievances of the Consumer. Therefore, creation of the Forum under the statute is only aimed at redressal of grievances of Consumers’. As a logical corollary thereto, a dispute between the consumer and the licensee alone could be adjudicated upon by the Forum. By no stretch of imagination, much less intended expressly or by necessary intendment, the Forum can be said to have been invested with the jurisdiction of deciding all kinds of disputes including a dispute between distribution /licensee and a generating company. Tribunals which are creatures of statute do not exercise unlimited jurisdiction but sphere of jurisdiction is limited and circumscribed by the provision of the Act of which, they are creatures. Tribunal being creature of statute cannot travel beyond the scope and ambit of the jurisdiction conferred upon it under the law. Under the statutory scheme of the Act of 2003, as far as dispute between the distribution licensee and generating company are concerned, they are to be dealt with by the Commission itself. It would only be a*

*case of grievance raised by the Consumer in the matter of supply of electricity to it that the Forum will have jurisdiction to enquire into such complaint and give its decision thereon. Thus, forum had no jurisdiction to entertain the nature of complaint which was raised by Generating Company against a distribution licensee”.*

Relying up on the above cited decision and in view of the facts of the case, this Forum has no Jurisdiction to decide the dispute between Complainant and Second Respondent. NO relief against Second Respondent as prayed could granted. The point answered accordingly.

**Point NO.2**

Admitted facts in this case are the service connection SCNo.7311101050908 is in the name of Complainant. The service was disconnected in the month of January'2018 for non-payment of Electricity charges. First Respondent issued notice to pay the due amount otherwise they will proceed in accordance with the provisions of AP State Electricity Board (Recovery of Dues) Act 1984. Complainant is seeking directions from this Forum to withdraw the notice issued by First Respondent to the Complainant for payment of outstanding amount of ₹ 8,00,037 and also direct Second Respondent to pay that amount as in terms of the above said Agreement.

13. This Forum is constituted under Regulation 3 of 2016 by Hon'ble APERC by virtue of the powers conferred to it under Sub-sections 5 to 8 of Section 42 of the Electricity Act. Complaints can be filed for the grievances against the licensee.

14 Grievance is defined under clause 2.7 in Regulation 3 of 2016 which is as follows:-

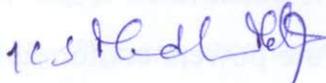
*“Grievance - means consequence (S) of any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance or failure of performance of a duty under the Act or the Regulations made there - under or any policy directions or orders of the commission or any other law for the time being in force, by the distribution licensee by which a complaint is aggrieved.”*

Admittedly the service is in the name of Complainant. Complainant paid some amounts towards Electricity charges but, later on failed to pay the CC charges. The service was also disconnected. APSPDCL has got right to recover the due amount from registered consumers in accordance with law. First Respondent while taking steps for recovery of the outstanding amount issued notice. Complainant is not entitled to say that First Respondent has no authority to issue notice for recovery of the amount under AP State Electricity Board (Recovery of Dues) Act 1984. Whether the claim of the APSPDCL is barred by limitation or not can only be decided in the proceedings initiated under that Act only. The reliefs claimed by the Complainant in this Complaint do not fall under the grievance as defined under clause 2.7 of Regulation 3 of 2016. There are no merits in the Complaint. The point answered accordingly

In view of the above reasons, the complaint is dismissed.

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

**Forwarded By Order**

  
**Secretary of the Forum**

**This order is passed on this, the day of 28<sup>th</sup> February 2022**

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

Chairperson  
Member (Technical)  
Member (Finance)  
Independent Member

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/ Tirupati.

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.

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