

BEFORE THE FORUM
FOR REDRESSAL OF CONSUMER GRIEVANCES
IN SOUTHERN POWER DISTRIBUTION COMPANY OF A.P LIMITED TIRUPATI
On this the 30th day of December' 2021
C.G.No.50/2021-22/Anantapur Circle

Present

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

Between

V. Lakshminarayanamma, W/o.V. Gangi Reddy, C/o. Sri Lakshmi Slab Polishing Industries, 13/C, Gannevaripalli, Tadipatri, Anantapur Dt.	Complainant
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AND

1. Assistant Accounts officer/ERO/Tadipatri 2. Deputy Executive Engineer/O/Tadipatri 3. Executive Engineer /O/Gooty	Respondents
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ORDER

1. The case of the complainant is that she is having ISC No. 7231127000796. They are using the service since 2003 for their manufacturing Napa slabs in the name of M/s. Sri Lakshmi Slab Polishing Industries. About three (3) years back the unit was stopped from Mar' 2018 to 06/2020, not paid minimum charges from 03/2018 to 05/2019. AAO/ERO/Tadipatri has debited an amount of ₹.43,412 from the ACD for nine (9) months CC bill. They have given a representation letter to bill stop the service from 06/2019 to 05/2020. Thereafter they have approached AAO for reconnection of service. The AAO has collected ₹.70,124 towards CC charges ₹.24,500 towards ACD and ₹ 8,100 for other service charges for the bill stopped period of 12 months and

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service was reconnected. Regular CC bills are being paid from 07/2020 without any interruption. Recently CC bills statement for their service from 03/2018 to 03/2021 was verified and it was found that AAO has unauthorisedly collected an amount of ₹.70,124 for CC charges and credited into debit RJ account without their knowledge. Department has not levied any charge at the time of bill stop for 12 months and collected ₹.8,100 for other charges. As per the instructions of AAO he paid ₹.92,124 for reconnection of service due to lack of knowledge. When they approached AAO for refund of 78,624, but AAO did not respond and shown any cause for the collection of the said amount. They made a representation to all the officers but there was no response. Hence the present complaint is filed.

2. Respondents filed written submission stating that service was bill stopped in 06/2019. The dues at the time of bill stop were ₹.38,533 and adjusted the available Security Deposit of ₹.40,730 and the balance available is ₹.2,197 .

In the month of Mar'2020 consumer represented for reconnection. The proposal was submitted showing that minimum charges from 06/2019 to 03/2020 for ₹.27,563 , customer charges for 10 months ₹.2,500, FSA unpaid for the F.Y 2008-09 and 2009-10 for ₹.33,949 and Security Deposit ₹.24,500 i.e. For a total amount of ₹.88,512. EE/O/Gooty has given approval for an amount of ₹.88,587. Consumer approached for payment on 30.5.2020. Then approval for ₹.94,524 including minimum charges for April'2020 and May' 20 along with ₹.100 towards reconnection charges. After payment the service was restored.

3. Personal hearing through video conferencing was conducted on 07.12.2021 Husband of the complainant present on behalf of the complainant. AAO and EE/O/Gooty present on behalf of respondents. Both parties reiterated their version. Husband of the complainant stated that ₹.78,000 was illegally collected from him so he was asked to submit the calculation sheet to show how he is claiming for refund of the said amount. Complainant submitted

additional information on 20.12.2021. According to him the unit was stopped from 03/2018 to 06/2020, but minimum CC bills due from 03/2018 to 05/2019. AE has debited an amount of ₹.43,412 from the existing ACD and cleared all the dues of ₹.41,215 and the remaining amount of ₹.2,197 was kept with department as on May'2019. When they approached for reconnection, AAO collected an excess amount of ₹.70,124 though their amount of ₹.2,197 is with the department. So also ₹.8,100 was collected for reconnection of their service and not credited to their service . AAO has also collected an amount of ₹.24,500 towards ACD but they have not raised any objection on the ACD. They filed the grievance for excess collection of ₹.70,124 and ₹.8,100 and without giving credit for an amount of ₹.2,197 i.e. balance of security deposit available with department as on 05/2020.

4. Point for determination is whether the complainant is entitled for revision of bill and refund of the amount claimed by her in the complaint?

Complainant in her additional submission stated that unit was stopped from 03/2018 to 06/2020. But according to respondents the service was bill stopped in the month of 06/2019 basing on the recommendation of field officers Dt: 26.03.2019. Respondents filed a letter dt:15.03.2019 given by the complainant herein that she was unable to run the unit and service may be bill stopped from the month of March'2019. There is no provision for bill stop/termination of agreement temporarily in GTCS. So the applications filed by the consumer for bill stop the service is deemed to be an applications filed for termination of the agreement.

The relevant clause for termination of agreement in respect of LT supply is given in Cl. 5.9.4.1 of GTCS which is as follows:

“5.9.4.1 Termination of Agreement in respect of LT Supply: The consumer may terminate the LT Agreement after the expiry of the minimum period of the Agreement by giving not less than one Month's notice in writing

expressing his intention to do so. The Company can terminate the Agreement at any time by giving one month notice if the consumer violates the terms of Agreement or the GTCS or the provisions of any law touching the Agreement including the Act and the AP Electricity Reform Act, 1998 and the Rules / Regulations made there under”.

Since, in this case the service was released on 21.02.2003. The agreement has to be terminated after expiry of one month notice i.e. by 14.04.2019. But in this case, according to respondents, the service was bill stopped in June'2019. Respondents have adjusted dues as on the date of bill stop from the available Security deposit of ₹. 40,730 as requested by the complainant in her letter dt : 15.03.2019. The amount available to the credit of the complainant as on the date of bill stop was ₹.2,197.

According to the version of respondents, complainant approached for restoration of service in March' 2020 and the service was restored after payment of the amount on 30.05.2020.

The calculation given by the respondents was as follows:

Minimum fixed charges from 06/2019 to 03/2020	₹.27563
Customer charges for 10 months	₹.2500
FSA un-paid for 2008-09 and 2009-10	₹.33,949
Security deposit	<u>₹.24,500</u>
Total	₹.88,512

Respondent No.3 issued approval on 13.4.2020 for an amount of ₹.88,587. Respondents have not given any explanation as to why approval was given for Rs.88,587 when the proposal was submitted for ₹.88,512 i.e. with excess of ₹.75. Complainant said to have approached respondent No.1 on 30.05.2020. Respondent No.1 further added minimum charges of April'2020 and May' 2020

for an amount of ₹.5937/- and said to have directed the complainant to pay ₹.94,524 (₹.88,587 + ₹.5,937) plus RC fee of ₹.100. Complainant said to have paid that amount and got power supply restored.

Complainant is now claiming that an excess amount of ₹.70,124 and ₹. 8,100 was collected from her and she is entitled for refund of the amount.

The calculation furnished by the respondents shows that demand notice was issued for ₹.94,624 (₹.94,524+ RC Fees of ₹.100) out of it the security deposit of ₹.24,500 was deducted . The balance amount paid by the complainant is ₹.70,124 (one of the amounts claimed to be refunded by the complainant.) But according to respondents the amount collected by them after deducting the amount of ₹.24,500 paid towards security deposit is towards minimum charges and un -paid FSA 2008-09 and 2009-10.

Once the agreement was terminated as per the request of the consumer, the question of revival of the service does not arise at all. The consumer is bound to apply for release of new service and the application shall be treated as a fresh application for the purpose of giving supply. Supply will be given only when there are no dues pending against the previous service connection as provided in Clause No.5.9.6 of GTCS. If consumer applies for release of new service connection with a load of 49 HP is liable to pay service line charges, including DTR cost , development charges and as well as security deposit. The amount will be around three (3) lakhs .Respondents instead of releasing new service have restored the terminated/bill stopped service. When a bill stopped service is again restored to live status, consumer is liable to pay all the arrears as on the date of disconnection and minimum charges from the date of disconnection till the service is brought into live. So consumer is liable to pay minimum charges including the arrears. No authority is placed by the complainant that she is not liable to pay the minimum charges from the date of bill stop service till the service is restored. So also complainant stated in 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/ Tirupati.

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.