

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

On this the day 06th of May'2022
C.G.No:79/2021-22/ Kadapa 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

K. Prabhakar Reddy,
Street No.1,
Lane 1, H.No.24/3 RT,
Saidabad Colony,
Hyderabad.

Complainant

AND

1. Assistant Accounts Officer/ERO/Kadapa
2. Executive Engineer/O/Kadapa

Respondents

ORDER

1. The case of the Complainant is that he is having domestic service SC No.2114101029787 to his house located in Aravinda Nagar,Kadapa. He leased out the house to one Mr.Prasad and he vacated the house on 10.9.2021. The electrical bill generated upto 7.9.2021 was cleared by him.Bills from September'2021 to December'2021 were not handed over to him. In the last week of December'2021, his relative went to accounts section to pay CC charges. But he came to know that the amount due was ₹.2,33,000/- .When his relative informed that the house was vacant from 10.9.2021, he was informed that the bill would be reviewed. On 6.1.2022, another bill was sent for ₹.9,047/-. Again his relative went to the Accounts office to find out the

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details of the bill amount as the house was vacant from 10.9.2021 to December'2021. But there was no answer. He had given representation on 02.2.2022 to AE/East/Kadapa which was forwarded to Accounts section. His representation under process, Lineman Mr. Ravi and Line Inspector Mr. Ravindra Reddy started to threaten his person who was looking after the repairs to pay the CC bill. These two persons were very rude, the service was disconnected twice. He was forced to pay ₹.6000/- to labourers though they were idle. The service was disconnected even though their representation is pending. He was forced to pay the bill amount. The amount of ₹.9,400/- paid by him may be refunded as the bill was issued erroneously and action may be taken against the those two persons.

2. Respondents filed written submission stating that the service connection SCNo.2114101029787 of East section, Kadapa was released in the name of Mr. K. Prabhakar Reddy on 19.5.1989 having contracted load of 1.29 KW. During November' 2021, it is observed that meter was burnt and the same was replaced on 8.11.2021 and cost of the meter ₹.950/- added to the bill as recommended by the AE/LT Meteres/Kadapa. The bill was raised with wrong reading duly taking total units in the meter from '0' to '24081' erroneously in addition to average units (311) in Meter stuck up/Meter Burnt status. As the bill was issued wrongly, the bill was revised duly obtaining proper approval and the same is as follows:-

Two months (10/2021 and 11/2021) already billed bill is	₹.2,42,494.00
Two months bill with average 448 units per month	Rs 5,695.56
Total withdrawal amount	₹..2,36,798.00

There is no discrepancy in the bills issued. Hence the case may be dropped.

3. Personal hearing was conducted on 12.4.2022. Complainant and AE present, heard both sides.
4. Complainant also sent a letter dated: 9.4.2022. The contents mentioned in his letter are almost similar to the contents mentioned in his complaint. The contention of the complainant is that field personnel colluded with the former tenant and tampered the meter when the meter reading was taken on 7.9.2021. How the meter will be burnt when the house was vacant, an inquiry may be conducted how the meter was burnt? He has not received reply to his representation.

On the other hand AE represented that renovation work was going on in the premises, when it came to the notice that the meter was stuck-up. The meter was changed on 8.11.2021. Nobody was there in the house to take the Meter change slip. The bill generated for the months of October'2021, November'2021, & December'2021 were kept near the door as it is usual practice to keep the bills near the door, whenever the house is locked. The meter might have burnt when renovation work taken place in the house. But according to the complainant the repair work was carried out only in the month of February'2022.

5. Point for determination is whether the CC bills of October'2021 & November'2021 are liable to be revised?

According to the Respondents, the total consumption for the months of June'2021, July'2021 & August'2021 was 1345 units. (June'2021-1022/2 units, July'2021-403 units & August'2021-411 units) Average units for one month works out to 448 units. The bill issued for the months of October'2021 & November'2021 @ 448 units for

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₹.5695 and later amount of ₹.2810 was deducted as per RJ.47 dated:1.3.2022 and new amount to be paid including cost of the burnt meter is ₹.6240.

Respondents ought to have issued notice to the registered consumer before changing the meter. Merely because Respondents changed the meter in the absence of complainant or his representative that too when the house was locked, it cannot be concluded that meter was tampered by the field personnel by colluding with the former tenant of the complainant.

Complainant after vacating premises by tenant ought to have made a request to concerned authority to issue bill as per Clause 4.1.5 of Reg. 05 of 2004 which is as follows:

4.1.5 Change of occupancy/vacancy of premises

- " i. It shall be the responsibility of the owner of the connection to get a special reading done by the licensee at the time of change of occupancy or on the premises falling vacant.*
- ii. The owner/user of the connection may request in writing to the licensee for special reading at least 15 days in advance of the said vacancy of the premises by the existing user or change of the occupancy, as the case may be.*
- iii. The Licensee shall arrange a special reading to be done and deliver the final bill, including all arrears till the date of billing, at least 7 days before the vacancy of the premises. The final bill shall also include payment for the period between the date of special reading and date of vacancy of premises on prorata basis.*
- iv. Once the final bill is raised, the licensee shall not have any right to; recover any charge(s), other than those in the final bill, for any period prior to the date of such bill.*
- v. The licensee may charge reasonable fee for the above service."*

Had the complainant taken special reading immediately after the tenant vacated the premises, this problem would not have been arisen at all.

In this case, after it was brought to the notice of the concerned officers that an abnormal bill was given, the concerned officers revised the bill. But complainant did not pay the amount as he was not satisfied with the revision on the ground that his house was vacant and he need not pay the revised amount. Complainant if intended to have continuous supply of electricity, he ought to have paid the revised bill amount under protest and submitted his representation. But he has not paid the amount under protest. So the field officer disconnected the service.

Since, as per the version of Respondents the meter was stuckup and later found burnt by AE/LT Meters bill has to be raised only as per Clause 7.5.1.4.1 of GTCS which is as follows:-

7.5.1.4.1 :- "The number of units to be billed during the period in which the meter ceased to function or became defective, shall be determined by taking the average of the electricity supplied during the preceding three billing cycles to the billing cycle in which the said meter ceased to function or became defective provided that the condition with regard to use of electricity during the said three billing cycles were not different from those which prevailed during the period in which the Meter ceased to function or became defective."

Respondents followed the above clause and raised the bills for October'2021 & November'2021 by taking average units from the consumption of energy for the months of June'2021, July'2021 & August'2021 i.e., 448 Units. According to

Respondents, after the representation received from the representative of the complainant, they further reduced the bill by an amount of 2,810.

1.The contention of the complainant that the house was in lock and key, there was no consumption is itself not sufficient to withdraw the CC bill issued by the Respondents.

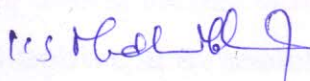
2.Merely because complainant suspects some foulplay in respect of change of meter is itself is not a ground to revise the bill.

So far the other relief claimed to take action against the field officers for the releif alleged is not in the domain of this forum.

In view of the above reasons, there are no grounds to revise the bill. There are no merits in this case. The excess amount paid if any shall be adjusted towards future bills. The point answered accordingly.

6. In the result the complaint is dismissed.

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 06th May'2022

If aggrieved by this order, the Complainant may represent 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, 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 , 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.