

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

On this the 4th day of August' 2022
C.G.No.19 /2022-23/ Anantapur Circle

Present

Sri. Dr. A. Jagadeesh Chandra Rao
Sri. K. Ramamohan Rao
Sri. S.LAnjani Kumar
Sri. Dr. R. Surendra Kumar

Chairperson
Member (Finance)
Member (Technical)
Independent Member

Between

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

Complainant

AND

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

Respondents

ORDER

1. The case of the complainant in brief is that she had filed a complaint in C.G. No.50/2021-22 /Anantapur Circle and it was disposed off on 30.12.2021. The bill was revised as per the orders of the forum. Respondents have collected ₹33,075 towards minimum charges from 06/2019 to 05/2020, ₹3,000 towards customer charges for 12 months and security deposit of ₹24,500. But complainant paid ₹94,524 .Respondent No.1 only adjusted ₹36,146. Respondent. No. 1 also stated that an amount of ₹8,100 of meter burnt charges was paid by the complainant at mee-seva vide mee-seva registration No.72311C003282020May23. Respondent No. 1 has not adjusted interest on ₹36,146. Complainant is not liable to pay minimum charges for the period from 06/2019 to 05/2020 for an amount of ₹ 33,075 and customer charges of ₹3,000. There was no meter at their unit at the time of restoration of service as respondents have removed the meter at the time of

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DATE 06/08

bill stop and there was no issue on that meter at the time of its removal. So the amount of ₹8,100 collected towards meter charges is to be returned. Hence the total amount of ₹44,175 is to be adjusted to their service account.

2. The complaint was returned on 15.03.2022 with objections. Again another letter was addressed by the complainant dt: 22.04.2022 and it was returned on 26.04.2022. Again another letter was sent on 22.05.2022 the same was returned with remarks on 25.05.2022 and finally another letter was received on 20.06.2022 without complying with the objections. Since complainant is writing letters without complying the objections, the same was registered as C.G.No.19/2022-2023/Ananthapur Circle on 21.6.2022 .
3. Respondents filed written submission stating that service was released on 21.02.2003 with a connected load of 49 HP. Service was bill stopped in 06/2019. As per recommendation of field officer, consumer represented for restoration of service to live status in March' 2020 . Proposals were submitted to EE/Operation/Gooty and the same was approved. When complainant approached respondent No.1 on 30.5.2020, consumer was explained about payment of ₹94,524 inclusive of minimum charges ₹5,937 for the month of April'2020 and May'2020. Consumer has paid the amount of ₹94,524 along with RC fee of ₹100 and service was restored. The bill was revised as per the orders of CGRF in C.G.No.50/2021-22 and credited ₹36,146 . Consumer registered application in Mee-seva on 30.05.2020 towards burnt meter charges and paid an amount of ₹8,100. The same was booked towards burnt meter charges account to EE/O/Gooty SAP login account vide Mee-seva Reg.No. 72311C003282020MAY23. The request of the Consumer that the service is to be restored without payment of minimum charges for the bill stopped service for a period of 12 months and claim of interest is unjust and not maintainable.
4. Complainant filed earlier complaint in C.G No.50/2021-22/Ananthapur Circle. The present claim is a part of the earlier complaint. So the complaint was returned stating how the second complaint for the same relief is maintainable and also with other objections. But complainant without answering the objections, how the complaint is

maintainable on 2nd occasion on same issue before the same forum repeatedly submitting additional letters for the same grievance. So with a view to resolve the controversy on merits, the same was numbered as C.G.No.19/2022-23/Ananthapur circle.

5. Personal hearing through video conferencing was conducted on 05.07.2022. Husband of the complainant present, respondents present. Heard both sides.

6. Points for determination are:

1. Whether the complainant is entitled for refund of minimum charges and customer charges paid by her for restoration of service for the period from 06/2019 to 05/2020 ?
2. Whether the complainant is entitled for refund of ₹8,100 which was allegedly collected towards replacement of burnt meter?
3. Whether the complaint is hit by doctrine of resjudicata?

Point No.1

Admitted facts in this case are that the service was bill stopped i.e. agreement is terminated at the request of complainant in June'2019. The dues were adjusted as on the date of bill stop from the available security deposit and the amount available to the credit of complainant was ₹2,197. Complainant approached for re-connection of the service in March'2020 and the service was restored after payment on 30.05.2020. At the time of restoration of service respondents issued notice including un- paid FSA for 2008-09 and 2009-10 for an amount of ₹33,949. This forum directed to revise the bill as they have not followed the procedure contemplated under Clause.5.9.4 of GTCS. Accordingly the bill was revised. Respondents said to have adjusted ₹36,146.

Now complainant is claiming interest on ₹36,146 and return of minimum charges paid for the period 06/2019 to 05/2020 and customer charges for 12 months.

It is an admitted fact that the service of complainant is terminated as per her request. Once service was dismantled on account of termination of the agreement, consumer is only entitled to apply for fresh service and if there are no dues pending

against the previous service connection in the same premises, a new service can be provided as per Cl. 5.9.6 of GTCS. If consumer applies for release of new service connection with a load of 49 HP he/she is liable to pay service line charges including DTR cost or development charges and as well as security deposit and the amount may be around 3 Lakhs . According to respondents, since the service lines are in existence, they have restored the bill stopped service instead of releasing new service and consumer is liable to pay all the arrears as on the date of disconnection and also minimum charges from the date of disconnection till the service is brought into live status. Complainant did not place any authority before the forum that she is not liable to pay minimum charges during the period of disconnection and she is entitled for restoration of service as and when she desires without payment of any amount. Respondents ought to have obtained a letter that the consumer is willing to pay minimum charges from the date of disconnection till the date of restoration for the service which was dismantled /terminated at the request of consumer. The burden lies on the complainant to show that she is not liable to pay minimum charges and customer charges during the period of bill stop (disconnection of service) and restoration of service connection. In the absence of any provision that complainant is not liable to pay minimum charges and customer charges during the bill stopped period , complainant is not entitled for refund of the amount collected towards minimum charges and customer charges with interest.

Respondents at the time of restoration of service collected FSA un- paid for the years 2008-09, 2009-10 for an amount of ₹33,949. It is brought to the notice of this forum that licensee has filed an appeal before the Hon'ble Supreme Court against the dismissal of their claim of FSA for the period 2008-09 and 2009-10 and same is pending. Since appeal is pending, respondents deducted that amount while revising the bill. This forum only directed to revise the bill and did not state specifically that complainant is entitled for interest on the surplus amount after revision of bill. When there is no specific direction of awarding interest in C.G. No. 50/2021-22, this forum is not empowered now to grant interest on the above said amount. If complainant is aggrieved on this aspect, her remedy is elsewhere and not before this

forum. Complainant is not entitled interest on surplus amount that was adjusted due to revision of the bill as per orders of this forum in CG.No.50/2021-22. PointNo.1 answered accordingly.

Point No.2 :

Complainant in her additional statement filed in C.G.No.50/2021-22 alleged that ₹8,100 was collected for reconnection of the service vide PR.No.8398784 dt: 30.05.2020 and not credited to their service. Since the details of the said payment are not available on the record, Respondents were directed to consider about the payment of ₹8100 said to have been paid by the complainant and not credited while revising the bill.

Respondents stated in their written submissions filed in this complaint that complainant registered an application in mee-seva on 30.5.2020 vide mee-sava No.7231127000796 and paid an amount of ₹8,100 towards burnt meter charges. Complainant version is that she did not apply in mee-seva and she did not pay that amount towards burnt meter charges. There was no issue of meter burnt at the time of removal of the meter at the time of disconnection of service. Complainant admitted the payment of ₹8,100 vide PR No.8398725 dt:30.05.2020 in earlier C.G.No.50/2021-22. Respondents also admitted an amount of ₹8,100 was collected on 30.05.2020. But now the complainant is denying that she has not applied in Mee-seva for replacement of burnt meter.

The meter change slip shows that old meter No.412564 was replaced with new meter No. 8003794 on 04.06.2020. It is not possible to believe that respondents will submit an application for replacement of burnt meter and direct the complainant to pay an amount of ₹8,100. Admittedly the payment by the complainant is a separate one under a valid receipt. It is not possible to believe that complainant will pay ₹8,100 without ascertaining for what purpose she was paying.

Since husband of the complainant denied about the said payment is towards meter burnt charges during personal hearing, respondents are directed to submit meter test report. Accordingly the same was submitted by Respondent No.2.

The copy of CTPT test record prepared by AEE/CTM-2/Anantapur dt : 04.06.2020 shows that the burnt meter was replaced in the presence of V. Gangi Reddy and it was also signed by him i.e. husband of the complainant . In the report, it was specifically mentioned that burnt meter was replaced with another CT meter. So the CTPT report clearly shows that meter was burnt and it was replaced on 04.06.2020 after payment of ₹8,100 for replacement of meter on 30.05.2020 and at the time of restoration of bill stopped service. There is no necessity for the respondents to direct the complainant to pay the amount for replacement of burnt meter unless the service meter of the complainant was burnt.

Complainant did not specifically stated that ₹8,100 was collected towards replacement of burnt meter in the earlier complaint. Taking advantage of an observation in that order, complainant is now claiming that she has not deposited that amount towards replacement of burnt meter. This forum only observed that in the absence of any material in respect of payment of ₹8,100, advised the respondents to look into details of this payment at the time of revising the bill in the orders passed in CG No.50/2021-22 and the said observation itself would not empower the complainant to re-agitate on this issue. Complainant ought to have mentioned all the details of payments in the earlier complaint, so that respondents will have an opportunity to file their written submission but not expected to furnish additional information under the guise of additional letters.

The case of respondent is that ₹8,100 was paid by the complainant after registering a complaint for replacement of burnt meter in Mee-seva is supported by the CTPT test report dt 04.06.2020. Respondents have proved that the burnt CTPT was replaced with another meter. So complainant is not entitled for refund of that amount as a new meter was replaced at the time of restoration of service .The point No.2 answered accordingly.

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

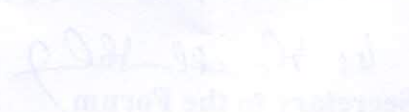
The Complainant

The Respondents

Copy to the 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.


Secretary to the Forum