

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

**On this the 28<sup>th</sup> day of December' 2022**

**C.G.No.57 /2022-23/ Anantapur Circle**

***Present***

**Sri. K.Rama Mohan Rao**

**Chairperson (I/c) & Member (Finance)**

**Sri.S.L.Anjani Kumar**

**Member (Technical)**

**Smt.G.Eswaramma**

**Independent Member**

***Between***

M/s. Vedik Ispat (P) Ltd,  
Plot.No.30,  
APIIC, Gollapuram,  
Hindupur  
Anantapur Dt.

**Complainant**

**AND**

1.Superintending Engineer/O/Anantapur  
2.Senior Accounts Officer/O/Anantapur

**Respondents**

\*\*\*\*

**ORDER**

1. The complainant Mr.D.Sri Sudhakar, AGM-Electrical of M/s.Vedik Ispat (P) Limited, Hindupur, Ananthapur Dt. filed a complaint before this forum stating that their firm is having HT service ATP-1136 of 10MVA capacity and is a sick unit at present. The said service was terminated on 27.8.2020. They have integrated steel plant with Oxygen plant. During the emergency of Covid-19 period, on request of the District Collector & AP Govt. officials, Ananthapur, in order to save the lives of human beings, they had taken power connection and restarted the Oxyzen plant duly depositing Rs.29,15,000/-. On 9.9.2021 they have stopped the production due to lack of requirement for Medical Oxygen Gas. They requested the department to disconnect the HT service on 8.12.2021. The department disconnected the said service on 13.12.2021, due to non-payment of CC charges. On 10.1.2022 again they approached the department for permanent disconnection of the said HT service, even though they have received CC bill from disconnected date i.e.13.12.2021 to April-2022.

Hence requested the forum to resolve the following requests:-

- A. Revision of the CC bill on pro-rata basis on RMD as per actual units consumed for the months of November'2021, December'2021 and January'2022, since

**DESPATCHED**  
DATE 29/12

production stopped on 9.9.2021, but kept the Oxygen plant healthy with maintenance works keeping in view of the expected 3<sup>rd</sup> wave Pandemic Covid-19.

B. Waiver of CC bill issued for the months from February'2022 to April'2022 since power has been disconnected on 13.12.2021.

2. The case was registered as C.G.No.57/2022-23/Ananthapur Circle and sent to respondents for written submission.

3. Respondent. No. 1 has submitted point wise reply stating that:

i) The complainant has paid the following deposits for release of the said HT service.

Particulars	Amount
Development Charges	Rs.12,00,000
Security Deposit	Rs.15,00,000
Adm. Overhead Cost (Turnkey)	Rs.2,15,000
<b>Total</b>	<b>Rs.29,15,000</b>

ii) The complainant's service was one of the Oxygen Plants ordered by the District administration for restarting of operations amid Covid-19 pandemic.

iii) The payments were not made by the Government promptly in time to pay the salaries & wages to workers of the complainant's company. It is to submit that the subject matter is not relevant to APSPDCL.

iv) No specific orders/ Instructions have been received for giving special treatment in the billing of the Oxygen Plants during Covid-19.

Hence, requested the Forum to issue order to the complainant to pay the balance arrears amount.

4. Personal hearing through video conferencing was conducted on 11.10.2022 @ 11.30A.M. Complainant present and Respondent.No.2 present. Heard both sides.

The Respondent.No.2 has stated that as per the GTCS, they have billed the said HT service upto 5/2022(April'2022 billed in May'2022).

The complainant Mr. D. Sri Sudhakar has stated that consider his case sympathetically and requested to withdraw the outstanding arrears amount against the said case as their unit ran for supply of Oxygen cylinders during Covid-19 Pandemic

period and also stated that they have ran the said unit on the request of the District Collector & AP Govt. officials, Ananthapur. In order to save the lives of human beings, they have taken power connection and restarted the Oxyzen plant duly depositing Rs.29,15,000/-.

5. The respondents not submitted written submission clearly , hence this forum directed the respondents to submit the written submission in detail along with the statement arrived arrears for the said HT service.
6. On 28.10.2022 the Respondent-1 has submitted additional written submission stating that one year minimum period was not completed to the said service, as the date of release of service is 29.4.2021 as per the GTCS clause,demand has been raised for the shortfall period against the service after adjusting existing deposits(SD/ISD), complainant has to payoutstanding arrears of Rs.29,88,242/-

Statement arrived by the respondents for HT SC No.ATP 1136 is as follows:-

<b>Detailed Report in respect of C.G No.57/2022-23</b>			
	<b>Name of the Consumer</b>	:	<b>M/s. VEDIK ISPAT P LTD,</b>
	<b>HT Service No.</b>	:	<b>ATP1136</b>
1	Date of Release of Supply	:	<b>29-04-2021</b>
2	Completion of Minimum period	:	<b>30-04-2022</b>
3	Date of Bill Stopped	:	<b>30-04-2022</b>
4	Consumer Registered for Bill stop in Mee-Seva on	:	<b>10-01-2022</b>
5	Arrear before Disconnection (13.12.2021)	:	<b>Rs.19,07,956</b>
6	After DC 3 Months (MM)		
a)	01/22 Con Billed in 02/22	:	<b>Rs.6,60,337</b>
b)	02/22 Con Billed in 03/22	:	<b>Rs.6,64,430</b>
c)	03/22 Con Billed in 04/22	:	<b>Rs.6,80,083</b>
d)	Demand R/s for 26 days (to complete 1 year)	:	<b>Rs.6,24,089</b>
7	Total Dues before Adj of SD	:	<b>Rs.45,36,895</b>
8	Less SD Adjustment	:	<b>-15,00,000</b>

9	Less ICD Adjustment	:	-48,653
	<b>Net Arrears after adj of SD</b>	:	<b>Rs.29,88,242</b>

7. Points for determination are whether to consider the following requests of the complainant or not?

1. Revision of the CC bill on pro-rata basis on RMD as per actual units consumption for the months of November'2021, December'2021 and January'2022, since production stopped on 9.9.2021, but kept the Oxygen plant healthy with maintenance works keeping in view of the expected 3<sup>rd</sup> wave Covid-19 pandemic.
2. Waiver of CC bill issued for the months from Feb'2022, March'2022 & April'2022, since power has been disconnected on 13.12.2021.

**Point:1:-**

*As per Clause. 4.3.1 of Retail Supply Tariff for the F.Y. 2022-23 Chapter-X at page No.199, 200 and 201 of 534 under head Specific Conditions:*

- i) The billing demand shall be the maximum demand recorded during the month or 80% of the contracted demand whichever is higher,*
- ii) Energy charges will be billed on the basis of the actual energy consumption or 50 KVAH per KVA of billing demand, whichever is higher.*

As per the above clause issued by the Hon'ble APERC, 80% of the contracted demand and 50KVAH units per KVA of billing demand towards energy charges was billed by the department.

This forum is of the opinion that the department correctly billed the said service during production stopped period duly following the Clause 4.3.1 of *Retail Supply Tariff for the F.Y. 2022-23 Chapter-X issued by the Hon'ble APERC.*

**Point:2:-**

Clause 5.9.4.3 of GTCS 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 3 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 4 months from the date of disconnection and the Agreement shall be deemed to have been terminated at the end of 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.''*

As per the clause the Complainant shall be liable to pay the minimum charges up to the date of completion of a period of agreement (One year) i.e. 29.04.2021 to 28.04.2022.

This forum is of the opinion that the department correctly billed the service as per **Clause 5.9.4.3 of GTCS** issued by the Hon'ble APERC for the months from Feb'2022, March'2022 & April'2022.

The Respondents have correctly billed the said service duly following the said clause in **Retail Supply Tariff for the F.Y. 2022-23 and GTCS** issued by the Hon'ble APERC

There are no grounds to interfere with the amount derived by the Respondents payable by the complainant for this HT service connection. Hence complaint is liable to be dismissed. Accordingly, the C.G.No.57/2022-23/Ananthapur Circle is disposed off. The points answered accordingly.

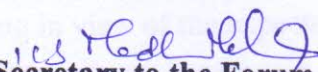
8. In the result the complaint is dismissed.

Sd/-  
Member (Technical)

Sd/-  
Independent Member

Sd/-  
Chairperson (I/c)

Forwarded By Order

  
Secretary to the Forum

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

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.