

CONSUMER GRIEVANCES REDRESSAL FORUM
SOUTHERN POWER DISTRIBUTION COMPANY OF A.P LIMITED, TIRUPATI

This the 27th day of October' 2023

C.G.No.13/2023-24/Kurnool Circle

CHAIRPERSON **Sri. V. Srinivasa Anjaneya Murthy**
Former Principal District Judge

Members Present

Sri. K. Ramamohan Rao **Member (Finance)**
Sri. S.L. Anjani Kumar **Member (Technical)**
Smt. G. Eswaramma **Member (Independent)**

Between

Smt. S. Bhagya, W/o. S.E.Raju, 614-43-L-112
Lal Bahadur Sastry Nagar, Kurnool.

Complainant

AND

1. Executive Engineer/O/Kurnool
2. Superintending Engineer/O/Kurnool
3. Senior Accounts Officer/O/Kurnool

Respondents

This complaint came up for final hearing before this Forum through video conferencing on 18.10.2023 in the presence of the complainant and respondents and having considered the complaint and submissions of both the parties, this Forum passed the following:

ORDER

1. The case of the complainant is that she established M/s. Sree Sai Raj Steels in Gokulapadu (V) and obtained electrical service connection No. H.T. SC. No. KNL 374 from respondent No.1 in the year 2010 by making a deposit of Rs.2,50,000/-, that she run the steel factory for 08

months only and later due to financial problems she closed the factory and handed over all the electrical material and meter to the respondents and the connection was discontinued, that the complainant requested the respondents for refund of her deposit amount of Rs.2,50,000/- but the respondents imposed electrical bill amount of Rs.9,11,719/- and adding surcharges from time to time without using of the power as the factory was closed, that the complainant requested the respondents several times to withdraw the bill amount and to refund her deposit amount, but in vain.

2. The said complaint was registered as C.G.No.13/2023-24 and notices were issued to the respondents calling for their response. The respondents submitted their response stating that at the time of releasing of supply the complainant paid Rs.80,000/- on 08.04.2010 and executed an agreement with a period of two years and again the complainant took additional load on 17.04.2010 and paid another sum of Rs.83,600/- as additional deposit and thus she made a total amount of Rs.1,63,600/- as deposit and the complainant utilized the supply for nearly 15 months. The service connection was disconnected on 29.08.2011 for non-payment of CC charges for the month of June' 2011 and one month notice was issued to the complainant with a request to pay the outstanding amount of Rs.5,63,908/- as on 30.11.2011 and get the supply restored but she did not come forward

to pay the outstanding amount and to get the supply restored. Then the agreement executed by the complainant was terminated with effect from 01.04.2012 after completion of minimum agreement period of two years. Available security deposit amount of Rs.1,63,600/- was adjusted against the CC charges. For uncompleted period of 9 months 11 days out of agreement period of two years, monthly minimum charges to a tune of Rs.10,79,624/- are raised. The demand was raised as per the rules in force and bills were issued till the date of completion of two years agreement period vide Clause No.5.9.4.3 of General Terms and Conditions of Supply (GTCS). Notices under Revenue Recovery Act were issued to the complainant for realization of outstanding amount.

3. Heard both the parties through video conferencing.
4. Now the point for determination is:

Whether the complainant is entitled for cancellation of demand notice issued by the respondents for payment of outstanding amount and whether she is entitled for refund of deposit amount of Rs.2,50,000/- as prayed for ?

5. **POINT:** Perused the entire record. Admittedly, the complainant entered into an agreement by the respondents for a period of two years on 01.04.2010 while getting the service connection for her establishment M/s. Sree Sai Raj Steels and the same was disconnected



even before completion of two years agreement period due to non-payment of CC charges by the complainant. Admittedly, there was uncompleted period of 9 months 11 days out of two years agreement period.

6. Clause.No.5.9.4.3 of General Terms and Conditions of Supply (GTCS) reads as follows:

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 regularise his account within three Months from the date of disconnection, the Company shall after completion of three 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.

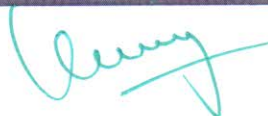
Provided that where the Company fails to issue notice or terminate the Agreement as prescribed above, the consumer shall not be liable to pay the minimum charges for the period beyond four (4) months from the date of disconnection and the Agreement shall be deemed to have been terminated at the end of four (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.

7. According to above referred Clause.No.5.9.4.3 of GTCS, since the period of agreement executed between the complainant and respondents is two years and since the agreement was terminated even before 9 months 11 days out of two years agreement period as the complainant committed default in payment of CC charges, the complainant is liable to pay the minimum charges for the said uncompleted period of 9 months 11 days. The respondents following the above referred clause, issued the demand and initiated action under Revenue Recovery Act to recover the outstanding amount from the complainant. Hence, the action initiated by the respondents is in accordance with Law and the complainant cannot question the right of the respondents to recover the minimum charges for the uncompleted agreement period and hence, this complaint is devoid of merits and is liable to be dismissed. Accordingly, the point is answered.
8. ***In the result***, the complaint is dismissed. There is no order as to costs.
9. The complainant is informed that if she is aggrieved by the order of the Forum, she may approach the Hon'ble Vidyut Ombudsman, 3rd Floor, Plot. No.38, Adjacent to Kesineni Admin Office, Sriramachandra Nagar, Mahanadu Road, Vijayawada-08 in terms of

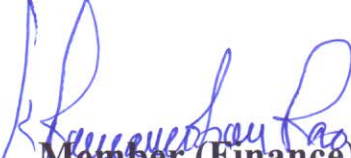



Clause 13 of Reg.No.3 of 2016 of Hon'ble APERC within 30 days from the date of receipt of this order and the prescribed format is available in the website vidyutombudsman.ap.gov.in.

Typed to dictation by the computer operator-2 corrected and pronounced in the open Forum on this 27th day of October'2023.

 27/10/2023

CHAIRPERSON


Member (Finance)
27/10/2023


Member (Technical)


Member (Independent)
27/10/2023

Documents marked

For the complainant: Nil

For the respondents: Nil

Copy to the

Complainant and All the Respondents

Copy Submitted to

The Chairman & Managing Director/Corporate Office/APSPDCL/ Tirupati.

The Hon'ble Vidyut Ombudsman, 3rd Floor, Plot No.38, Sriramachandra Nagar, Vijayawada-08.

The Secretary/Hon'ble APERC/Hyderabad-04.

The Stock file.

