



VIDYUT OMBUDSMAN FOR THE STATE OF TELANGANA

First Floor 33/11 kV substation, Hyderabad Boats Club Lane
Lumbini Park, Hyderabad - 500 063

:: Present:: R. DAMODAR

Friday, the Nineteenth Day of August 2016

Appeal No. 35 of 2016

Preferred against Order Dt. 16-04-2016 of CGRF In

CG.No: 779/2015-16 of Hyderabad South Circle

Between

Smt. Tabassum, W/o Sri.Md.KwajaMohiuddin, H.No 19-4-340/49/54/78/5,
Arsh Mahal, Kishan Bagh, Attapur, Hyderabad. Cell. 9676581742.

... Appellant

AND

1. The AE/OP/Attapur/TSSPDCL/Hyderabad.
2. The ADE/OP/Mir Alam /TSSPDCL/Hyderabad.
3. The AAO/ERO/Salarjung/TSSPDCL/Hyderabad.
4. The DE/OP/Charminar/TSSPDCL/Hyderabad.
5. The SE/OP/Hyd.south Circle/TSSPDCL/Hyderabad.

... Respondents

The above appeal filed on 27.05.2016 coming up for hearing before the Vidyut Ombudsman, Telangana State on 09.08.2016 at Hyderabad, in the presence of Smt. Tabassum - Appellant and Sri. J. Jangaiah - AAO/ERO/Charminar, Sri. U.C.V. Annaiah - ADE/OP/Mir Alam, Sri. K. Satish - AE/OP/Attapur for the Respondents and having considering the record and submissions of both the parties, the Vidyut Ombudsman passed the following:

AWARD

The Appellant has SC No. S30 23746, category - I, Attapur. The Appellant lodged a complaint with the CGRF claiming that she has received an excess bill for Rs 45,435/- in the month of February,2016 by taking the initial reading of 311 in the month of Jan,2014 till 26.3.2016, the date of complaint and sought withdrawal of the excess bill.

2. The 3rd Respondent AAO/ERO/Salarjung submitted a report dt. 1.4.2016 stating that as per AE/O/Attapur, the CC bill was revised by taking the initial reading of 265 in the month of November,2013 to a closing reading of 9184 in the month of

December, 2015 by apportioning the consumption from May,2013 to Dec,2015 and he debited an amount of Rs 44,762/- so arrived at to the service connection of the Appellant.

3. Before the CGRF, the Appellant pleaded that she has purchased the house in the month of August,2015 and that she was told by the previous owner that there were no dues to the service connection and pleaded for withdrawal of the short billing amount of Rs 45,435/- issued in February,2016.

4. The 2nd Respondent ADE/O/Mir alam claimed that the premises of the Appellant has been under 'door lock' always and that the bills were issued with average reading and that presently, the bill for February, 2016 has been issued with accumulated consumption of 9184 units for Rs 45,762/- revising the consumption upto February,2016. He further claimed through a letter dt.4.4.2016 that the premises of the Appellant was inspected on 2.4.2016, the closing meter reading was recorded and the connected load of 1.0 KW was noted. He stated that the service was billed under 'door lock status' as it was so always and therefore, the 1st Respondent/AE/OP/Attapur sent proposal to ERO/Salarjung to revise the bill from June,2013 to December,2015.

5. On the basis of the record, the CGRF noted that the bill has been revised and issued for Rs 44,762/- and that it was debited to the account of the consumer after adjusting the accumulated consumption from the date of release of service connection i.e. from May,2015 and directed the Appellant to pay the due amount through the impugned orders.

6. Aggrieved and not satisfied with the impugned orders, the Appellant preferred the present appeal pleading for reduction of the billed amount on the ground that she has very low usage of electricity, but has been getting very high bills.

7. The 3rd Respondent AAO/ERO Salarjung submitted a report dt.21.6.2016 along with information regarding the revised bill for Rs 49,854/- as the bill due from the Appellant.

8. The 3rd Respondent submitted another report dt.23.7.2016 pleading that the consumer service was billed under 'disconnection' and 'door lock' in different spells with reading under "311" for the period upto February,2016 and that the bill was revised on the basis of the field report submitted by the 1st Respondent/AE/OP/Attapur

dt.14.12.2015 to the effect that the service readings have been abnormal with initial reading (0) in the month of May,2013 upto the period of December,2015 for 31 months. He claimed that they have divided the total consumption of 9184 units as on December,2015 and arrived at the average consumption as 296.258 units per month and thus they have raised the demand for Rs 44,762/- in the month of December,2015 and that from that time onwards, the consumption has been normal and as on July,2016 the total due amount came to Rs 52,513/-. He has addressed a letter to the AE for taking action against the meter reader for issuing wrong status bills. He has submitted a statement of EBS containing consumption, billing, arrears particulars from May,2013 to June,2016 along with his letter dt.23.7.2016..

9. The 1st Respondent AE/OP/Attapur submitted a statement in this appeal again informing that the service connection was released in the month of May,2013 and from the date of release, the consumer has not paid any CC bills till Sep,2015 and that on enquiry, he has noticed that whenever the meter reader tried to issue the bill, he found that the meter was fixed inside the house and the house was locked and therefore, the meter reader issued the minimum bill and that the total consumption was discovered as 9184 by the meter reader in the month of Dec,2015 and that the same was informed to AE/OP/Attapur who raised a demand for Rs 74,658/- for the short billing, which too was found abnormal figure and therefore, it was not communicated to the consumer and that this bill was revised and adjusted with the total units into equal parts from June,2013 to Dec,2015 and that amount thus they have arrived at was Rs 47,752/- as due, while withdrawing an amount of Rs 26,906/-.

10. Efforts at mediation failed to succeed, because of the stand taken by both the parties, one pleading for waiver of the entire dues and the other for rejecting such a plea.

11. On the basis of the record, the following issues arise for disposal:

- i. Whether the Appellant is liable to pay the short billing amount of Rs 47,752 to the DISCOM.
- ii. Whether the Appellant is entitled to waiver of the arrears of her previous owner of the premises?
- iii. Whether the Appellant is entitled to installments?
- iv. Whether the impugned orders are liable to be set aside?

Issues 1 to 4

12. A perusal of EBS (Energy Billing System) statement clearly shows that from the month of May,2013, there is no record of collection of dues for the service connection of the Appellant . There was nil payment towards consumption. The consumer paid only Rs 2,528/- in the month of September,2015 as per EBS and thereafter, there is absolutely no payment of CC bills by the Appellant from September,2015 to June,2016, which speaks volumes of the consumer not caring to pay the consumption bills and the attitude and apathy of the Respondents, even in collection of revenues.

13. The record shows that the concerned meter reader has not discharged his duties in issuing CC bills for each month and infact, he has not taken care to verify as to why correct consumption has not been recorded and why although, right from May,2013 onwards, the collection was nil. The EBS record shows that in the month of Sep,2015 the Appellant paid Rs 2,528/- only towards CC bill dues and thereafter, the meter had shown the status as "03" as under disconnection. Having noted that the meter has been under disconnection still, the service was restored in the month of October,2015 and even from that month onwards upto June,2016 there has been consumption shown by way of arrears and that there is absolutely no collection of arrears, which appears strange, and that right from May,2013 upto June,2106 there is no record about collection of the amount due.

14. The Respondents noted that in the month of Sep,2015 there was a bill for Rs 2,528/- shown as paid by the Appellant. The record also shows the status of the EBS record closing reading as " 311" with reading from Jan,2014 to March,2016 and it has been continuously billed even under disconnection "03" and door lock "05" status, in different spells until March,2016. It is a fact that the the back billing was raised at one time for the whole consumption starting from June,2013 which represents the meter consumption actually utilized by the consumer, non issue of bills regularly and wrong billing resulted in accumulation of Rs 44,762/-. There is no provision for withdrawal of the bill raised for Rs 44,762/- The Appellant pleads that she has purchased this premises only recently and when the arrears are shown as Rs 2528, she cleared the bill and that she had no knowledge about the previous unpaid bills or wrong bills issued to the previous owner and that she is not in a position to pay the entire arrears,

because she has already cleared the arrears of Rs 2,528/- by the time she has purchased the premises.

15. Even after payment of Rs 2,528/- in Sep,2015, the appellant has not paid the consumption bills from October,2015 to January,2016 and for February,2016 amounting to Rs 44,762/- being shown in the EBS statement. Non payment of consumption bills from October,2015 to January,2016 when no arrears are shown in EBS is also a fact that the Appellant has not paid the CC charges which has to be noted. Keeping in view the aforementioned discussion and the plea of the Appellant, the fact that the electricity meter was kept inside the premises and not outside, the claim of the meter reader through the Respondents that whenever he visited the service, the premises was found door locked, and therefore, he could not record the meter reading, gains some substance. Why the meter was not fixed outside the premises for access to the meter reader is beyond comprehension, which resulted in the present problem. There is no authority to reduce the amount due Rs 44,762/-. The meter reader has been callous in not noting the correct meter reading of the service. It is of little consolation that the appellant has paid some due amount of Rs 2,528/- which the Appellant paid under the impression that she has cleared the arrears and this information was wrongly given to the Appellant by the concerned, which can not be accepted as correct.

16. The material on record clearly shows that the concerned meter reader has been callous in not noting the correct meter reading right from May,2013 to Jan,2016. He has not even verified his own assumed consumption during 2 and ½ years, not even once, which is highly objectionable and caused loss to the revenues of the DISCOM.

17. The EBS statement clearly points to the genesis of the dispute as having started due to the negligence of the concerned meter reader, who gave false report continuously alleging 'locked premises'. The consumption pattern does not show that the premises was locked all the time. He was not alerted by even the continued 'door lock position'. In fact he has not recorded the meter reading. It was the AE/OP while check reading has taken the reading of the meter. On this aspect, the Respondent's plea that because the meter was kept inside the premises, the present issue started cannot be accepted. In spite of this, there is negligence on the part of the concerned meter reader in the present matter. For the burden imposed on the Appellant, the meter reader is also responsible and his responsibility has to be apportioned to the extent of Rs 10,000/- which the DISCOM should collect from him after due enquiry and

fixing of responsibility. The Appellant is thus fastened with liability to pay the arrears due Rs 44,762/- minus Rs 10,000/- which amount (Rs 10,000/-) shall be recovered from the concerned meter reader after fixing his responsibility.

18. The Appellant pleaded that she purchased the house recently and that she is not liable to pay the previous owner's arrears. On this aspect, Clause 8.4 of GTCS is clear in holding that " the seller of the property should clear all the dues to the Company before selling such property. If the seller did not clear the dues as mentioned above, the Company may refuse to supply electricity to the premises through the already existing connection or refuse to give a new connection to the premises till all dues to the Company are cleared". In view of this Clause, the Appellant cannot plead that without arrears cleared, the company should continue to supply power to her house..

19. The Appellant, in view of the facts and circumstances of the case, shall pay the arrears amount of Rs 34,762/- in 10 installments as permitted under Clause 9 of Regulation No. 9/2013 amending Clause 4.6 of Regulation 5/2004. The impugned orders are confirmed. The issues are answered accordingly.

20. In the result, the Appeal is disposed of holding that:

- a. The Appellant is liable to pay Rs 47,752- Rs 10,000/- = Rs 37,752/- towards arrears of consumption bills to the DISCOM .
- b. The Appellant is permitted to pay the amount of Rs 37,752/- in 10 equal installments at Rs 3775/- per month without fail (last installment being Rs 3,777/-). Failure to pay any single instalment would make the entire balance due recoverable in a lump sum.
- c. The Respondents are directed to conduct an enquiry and find out the meter reader responsible for the present dispute and subsequent loss to the Appellant and recover Rs 10,000/- from him for being negligent in discharging his duties.
- d. The Appellant's plea that she purchased the premises in question only recently and therefore, she is not liable to pay the previous arrears is found untenable in view of the Clause 8.4 of GTCS.
- e. The impugned orders are confirmed.

21. This award shall be implemented within 15 days of its receipt at the risk of penalties as indicated in clauses 3.38, 3.39, and 3.42 of the Regulation No. 3/2015 of TSERC.

TYPED BY CCO, Corrected, Signed and Pronounced by me on this the 19th day of August, 2016.

Sd/ -

VIDYUT OMBUDSMAN

1. Smt. Tabassum, W/o Sri.Md.KwajaMohiuddin, H.No 19-4-340/54/78/5, Arsh Mahal, Kishanbagh, Attapur, Hyderabad. Cell. 9676581742.
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6. The SE/OP/Hyd.south Circle/TSSPDCL/Hyderabad.

Copy to:

7. The Chairperson, CGRF (Greater Hyderabad Area), TSSPDCL, GTS Colony, Vengal Rao Nagar, Erragadda, Hyderabad.
8. The Secretary, TSERC, 5th Floor, Singareni Bhavan, Red Hills, Hyderabad.