



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 Twenty Second day of April 2016

Appeal No. 10 of 2016

Preferred against Order Dt. 23-12-2015 of CGRF In

CG.No: 425/2015 of Hyderabad Central Circle

Between

Sri. Syed Azam, H.No.2-2-647/182/A/16, Bagh Amberpet,
Hyderabad - 500 013. Cell No. 9848005560 & 964018118.

..... Appellant

AND

1. The AE/OP/Ramalayam/TSSPDCL/Hyderabad.
2. The ADE/OP/Amberpet/TSSPDCL/Hyderabad.
3. The AAO/ERO/Azamabad/TSSPDCL/Hyderabad.
4. The DE/OP/Azamabad/TSSPDCL/Hyderabad.
5. The SE/OP/Hyderabad. Central Circle/TSSPDCL/Hyderabad..

..... Respondents

The above appeal filed on 11.02.2016 came up for final hearing before the Vidyut Ombudsman, Telangana State on 19.04.2016 at Hyderabad in the presence of Sri. Mohd. Zia-UI-Rab - Appellant and Sri. D. Govardhan - AE/OP/Ramalayam, Sri. P.Laxman - AAO/ERO-IV/Azamabad for the Respondents and having considered the record and submissions of both the parties, the Vidyut Ombudsman passed the following;

AWARD

The Appellant has service connection No. VZ 061273 Category II B. On inspection by DPE wing, an additional load of 4 KW was detected. A demand notice was issued to the Appellant for Rs 11,200/- towards development charges and security deposit for the additional load. The Appellant paid the amount on 23.1.2015. The Appellant claimed

that after this payment, the minimum charges from the date of inspection was included in the CC bill of April,2015 without fixing a 3 phase meter, which was brought to the notice of the Respondents 1 & 2 and no action was taken for withdrawal of the amount. Therefore, the Appellant approached the CGRF with a complaint.

2. The 3rd Respondent AAO/ERO/Azamabad admitted through his letter dt.2.12.2015 that the 2nd Respondent ADE/OP/Amberpet had issued a demand notice for payment of development charges and consumption deposit for the additional load detected by the DPE wing and that the appellant has paid the development charges of Rs 8,000/- and Rs 3200/- towards security deposit on 21.2.2015. He claimed that since the load increased from 1KW to 5KW, the fixed charges for additional load at Rs 50/- per KW totalling Rs 3800/- was included in EBS on 23.4.2015 and the Appellant failed to pay the CC charges of Rs 12063/- from March, 2015 to November, 2015 which included Rs 3,800/- towards the fixed charges for the additional load.

3. The Appellant represented that in spite of payment of the required amount for regularisation of the additional load of 4kw, the Respondents have raised the enhanced load without fixing the 3 phase meter and sought fixing of the 3 phase meter urgently.

4. After hearing and on the basis of the record, the CGRF observed that “the additional load regularisation also included the fixing of 3 phase meter in place of Sph meter enabling the complainant to use the additional load.” It is further observed that inclusion of fixed charges without fixing the eligible meter is not correct. Having observed thus, the CGRF directed the Respondents to fix a 3 phase meter immediately and include fixed charges from the date of fixing the meter apart from regularisation of the additional load from the date of fixing the meter and withdrawal of the fixed charges of Rs 11,200/-, through the impugned orders.

5. Aggrieved and not satisfied the impugned orders, the Appellant preferred the present Appeal alleging that the Respondents were insisting on payment of the additional charges and sent the field staff for disconnecting the service, apart from adding Rs 253/- per month in the regular bill without fixing the 3 phase meter.

6. The 3rd Respondent submitted a letter dt.5.3.2016 in this Appeal stating that the additional load of 4 KW in the EBS was withdrawn and the fixed charges of Rs 11,200/- as mentioned in the impugned orders could not be withdrawn, because the earlier fixed charges were only Rs 3,800/- and the amount noted in the impugned orders Rs 11,200/-

represents development charges of Rs 8,000/- and security deposit of Rs 3,200/-. He stated that he has not received a report about fixing of 3 phase meter and therefore, the rectification of withdrawal amount was not affected in the EBS. He further added to say that the Appellant has not paid the CC charges till 5.3.2016 from the start of the dispute i.e., from the date of inspection by the DPE wing which detected the Additional load. The 1st Respondent filed a report dt.4.3.2016 broadly on the lines of what the 3rd Respondent stated. Additionally, he stated that to sort out the dispute, he has registered an application on 19.2.2016 for additional 4KW and when they tried to serve a copy of the sanction intimation, the Appellant refused to receive it.

7. The 3rd respondent again submitted a report on 4.4.2016 reporting implementation of the orders of the CGRF to the effect that the fixed charges earlier included from 09/2013 to 03/2015 Rs 3,800 + fixed charges for additional load of 5kw levied from 04/2015 to 01/2016 Rs 2,108/- has been withdrawn by giving credit of Rs 5,908/- in the EBS(Energy billing system). He further clarified that 4KW additional load was withdrawn w.e.f. 2/2016 and an amount of Rs 3,200/- paid towards the security deposit was also updated in EBS and thus, the total security deposit with the Appellant's account is Rs 5,510/-. During the hearing, the Appellant represented that he does not want the 3 phase meter and wants payment of Rs 11,200/- as directed by the CGRF. This amount of Rs 11,200/- as ordered by the CGRF is sufficiently explained by the Respondents 1 & 3 to the effect that it was mistakenly noted and that the amount was not lying to the credit of the service connection of the Appellant.

8. Efforts at mediation were made and since the matter is a simple and not a complicated one, the discussions among the parties was successful and ultimately, the Appellant submitted a letter dt.19.4.2016 to the following effect:

“I undersigned Mohd. Zia-ul-Rab having meter No. VZ61273 at Ramalayam, has come to conclusion with mutual understanding with ADE and AO that all the surcharges and late payment charges will be deducted or withdrawn from the outstanding bill amount. We agreed with the letter No 10/2016 dt.4.4.2016 and we agreed mutually that all surcharges and late payment charges will be withdrawn from the date of this case dt.5.1.2016.”

9. In view of the letter of the 3rd Respondent dt.4.4.2016 noted supra, as well as the mutual understanding between the parties and the agreement of the Appellant to the terms and undertakings of the 3rd Respondent in his letter dt.4.4.2016, the matter is disposed of as mutually settled.

10. The Appeal is disposed of accordingly.

Corrected, Signed & Pronounced on this the 22nd day of April, 2016.

Sd/-

VIDYUT OMBUDSMAN

1. Sri. Syed Azam, H.No.2-2-647/182/A/16, Bagh Amberpet, Hyderabad - 500 013. Cell No. 9848005560 & 964018118.

2. The AE/OP/Ramalayam/TSSPDCL/Hyderabad.

3. The ADE/OP/Amberpet/TSSPDCL/Hyderabad.

4. The AAO/ERO/Azamabad/TSSPDCL/Hyderabad.

5. The DE/OP/Azamabad/TSSPDCL/Hyderabad.

6. The SE/OP/Hyderabad. Central Circle/TSSPDCL/Hyderabad

Copy to:

7. The Chairperson, CGRF, Greater Hyderabad Area, TSSPDCL,
Vengal Rao Nagar, Hyderabad.

8. The Secretary, TSERC, 5th Floor, Singareni Bhavan, Red Hills, Hyderabad.