



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 Twentieth day of May 2016

Appeal No. 19 of 2016

Preferred against Order Dt. 03-02-2016 of CGRF In
CG.No: 507/2015 of Hyderabad Central Circle

Between

Ms. Maria Alex, #5-9-24/78/A-22, Basheer Bagh, Hyderabad.

Cell

No. 9885328081.

..... Appellant

AND

1. The AE/OP/Gunfoundry/TSSPDCL/Hyderabad.
2. The ADE/OP/Hyderguda/TSSPDCL/Hyderabad.
3. The DE/OP/Saifabad/TSSPDCL/Hyderabad.
4. The SE/OP/Hyd.Central Circle/TSSPDCL/Hyderabad.

..... Respondents

The above appeal filed on 26.02.2016 came up for final hearing before the Vidyut Ombudsman, Telangana State on 10.05.2016 at Hyderabad in the presence of Smt. Maria Alex - Appellant, Sri. Rajendra Kumar Agarwal - 3rd party and Sri. CH. Rambabu - ADE/OP/Hyderguda, Sri. K. Chaitanya Bhargav - AE/OP/Gunfoundry for the Respondents, having considered the record and submissions of both the parties, the Vidyut Ombudsman passed the following;

AWARD

The Appellant alleged that she has applied for release of a new service connection to her premises as per the procedure along with a demand draft for Rs 1825/- on 4.12.2015. On 5.12.2015 she went to the ICSC and found that the staff raised objection and refused to receive the Application. Thereafter, she lodged a complaint with the CGRF.

2. The 2nd Respondent/ADE/OP/Hyderguda through letter dt.6.1.2016 stated that the Appellant has not submitted any copies of registered documents of ownership or registered document of lease deed and that when he went to inspect the premises on 5.12.2015, he found the Appellant as a tenant in the ground floor of Meridian Apartments, which is a disputed property. He also found only one room and Service Connection bearing No. D2003556 in the name of the builder M/s Meridian Construction. He stated that the Appellant has been running M/s Silver Wings International Travels in the premises for the last 15 years and has been trying to obtain electricity connection in her name, to consolidate her position.

3. The Appellant alleged before the CGRF that the service connection was in the name of M/s Meridian Apartment and it was illegally transferred in the name of Sri. Rajendra Kumar Agarwal. The 2nd Respondent/ADE/O/Hyderguda through letter dt.22.1.2016 stated that an application was filed by the Appellant before ICSC/Mint compound for title transfer. He further claimed that the name transfer of the existing M/s Meridian construction Company was effected in November,2015 in the name of Sri. Rajendra Kumar Agarwal.

4. On consideration of the material on record and facts, the CGRF impliedly refused to grant any relief to the Appellant for release of new service connection in her name and directed title transfer in the name of Sri. Rajendra Kumar Agrawal through the impugned orders.

5. Aggrieved and not satisfied with the impugned orders, the Appellant preferred the present appeal alleging that she has been a tenant of Mr. Pradeep Kumar since 1988 and has been paying electricity charges regularly to SC No. D2003550 in the name of M/s Meridian Construction. The Appellant further claimed that all of a sudden, in the month of November,2015 her service connection was changed illegally in the name of Sri. Rajendra Kumar Agarwal in collusion with the staff of the Respondents, with a view to get her out of the premises. She further claimed that she has applied for a new service connection along with a DD for Rs 1825/- and this application was not accepted at ICSE at mint compound.

6. The Respondent No.2 by way of reply dt.21.3.2016 alleged that the Appellant was found to be a tenant in the premises, in which she applied for a new service

connection in one room situated in a portion of ground floor of the apartment with existing SC No. D 2003556 in the name of the builder M/s Meridian Construction.

7. The 2nd Respondent ADE/OP/Hyderguda further stated that the service connection in question was transferred in the name of Sri. Rajendra Kumar Agarwal on submission of title documents etc in November,2015. He submitted office records about transfer of service connection in the proforma and also copy of indemnity bond, copy of sale deed in favour of Sri. Rajendra Kumar Agarwal executed by Sri. Pradeep kumar dt.28.5.2015 and the vendor Sri. Pradeep Kumar in turn has purchased the property from the partnership firm M/s Meridian construction company on 5.10.1998.

8. The Appellant on her part submitted a copy of deed of agreement dt. 1.1.2011 executed by Mr. Pradeep Kumar Son of Mr. Shri charan, who is obviously the vendor of Sri. Rajendra Kumar Agarwal (who appeared as a third party after notice) executed this document in favour of the appellant herein on 1.1.2001 which is an unregistered rental deed for part of shop No. A 22 in meridian apartments in the ground floor. The 2nd Respondent through his report dt.12.4.2016 submitted a copy of all existing service connections in Meridian Apartments ledger particulars, stating that the DISCOM has right to cancel the name transfer and continue the previous title etc. He stated that the SC No. 2003556 stands transferred in the name of Sri. Rajendra Kumar Agarwal.

9. In view of the facts and record, the following issues arise for determination:

- i. Whether the Appellant is entitled to a new service connection to the premises part of shop No. A-22 in M/s Meridian Apartments on the ground floor?
- ii. Whether the impugned orders are unsustainable?

ISSUES 1 & 2

10. The Appellant armed with a copy of deed of agreement dt.1.1.2001 executed by Mr. Pradeep Kumar, who is no other than the vendor of the third party Sri. Rajendra Kumar Agarwal, in favour of the Appellant, in the premises part of shop No. A -22 in Meridian Apartments, has been running M/s Silver Wings International travels, undoubtedly as a tenant. She has been paying electricity bills regularly as claimed by her. She submitted an application for a new service connection to the premises under her occupation on 4.12.2015 along with a demand draft for Rs

1825/-, where she faced objections and also rejection of her application and then she approached the CGRF for redressal.

11. The application of the appellant for new service connection was rejected because by that time, the Respondents have accepted the name transfer application of a 3rd party Sri. Rajendra Kumar Agarwal, who submitted his title transfer documents namely a copy of registered sale deed dt. 28.5.2015 executed by Sri. Pradeep Kumar in favour of Sri. Rajendra Kumar Agarwal under which he (3rd party) purchased the property/shop with No. A-17, and in turn Sri. Pradeep Kumar in turn purchased this property along with other properties from M/s Meridian Construction Company through a registered sale deed dt.5.10.1988.

12. The Respondent No.2 also filed a copy of the office note and transfer application form, copy of indemnity bond executed in favour of the DISCOM, which clearly prima facie show that title transfer application was filed and effected by the DISCOM in the name of the 3rd party Sri. Rajendra Kumar Agarwal

13. The Respondents also filed a copy of EBS statement for consumption, billing etc for all service connections in M/s Meridian Apartments to indicate that the service was transferred in the name of Sri. Rajendra Kumar Agarwal and he has been paying the CC charges in his name and not in any other name. The name of the Appellant is nowhere in the registers of the DISCOM against the service connection to the premises under her occupation..

14. Across the bench, when the Appellant is asked about transfer of title in the name of 3rd party Sri. Rajendra Kumar Agarwal by her own landlord Mr. Pradeep Kumar, the Appellant has claimed that her premises bears sub No. 22 and not 17, which is shown in the sale deed in favour of the 3rd party Sri. Rajendra Kumar Agarwal. A reading of the plan appended to the registered sale deed of the 3rd party shows A-17 bearing 2 parts, with no indication about A-22. Similarly his vendor's schedule also shows sub Nos 17,21 and 22 having overall built up area of 954 sqft. And whereas, the property sold by Sri. Pradeep Kumar in favour of Sri. Rajendra Kumar Agarwal is shop/office No. A-17 having 476 sqft. The Appellant claims that the plan appended to the sale deed dt.18.5.2015 of Sri. Rajendra Kumar Agarwal does not bear sub No. A-22 and it bears A-17, which the Appellant claims to be in her occupation. If there is civil dispute, the parties have to agitate elsewhere. So long as the Appellant remained in the premises in

question, she has to draw electricity from the service connection No. D2003 550 of Sri. Pradeep Kumar, who is her landlord as per the document filed before the DISCOM. Moreover, even according to her, she is the tenant of Sri. Pradeep Kumar, the vendor of the III party Sri. Rajendra Kumar Agarwal.

15. When the Appellant has a live Service Connection No. 2003556 in the name of M/s Meridian Constructions, she has to draw power from this connection, which is being used by her and the energy charges are being paid by her. She as a tenant, without authorisation from the landlord, cannot seek a new service connection without dismantling the existing service or get the transfer of the present service connection in her name, specially in view of the new owner getting the Service Connection transferred in his name.

16. The Appellant is not entitled to seek a new service connection in view of the facts of the case and refusal of the Respondents to receive and also reject her application for a fresh connection is found to be reasonable and justified. The impugned orders, not saying anything about the request of the Appellant and directing the Respondents to transfer the title in the name of the 3rd party Sri. Rajendra Kumar Agarwal, is unconnected with the request of the appellant for a new service connection which relief was however rejected. Thus the Appellant is found not entitled to a new service connection in her name to the premises in her occupation and the impugned orders impliedly rejected her complaint. The issues 1&2 are answered accordingly.

17. In the result the appeal is dismissed holding that:

- a. the Appellant is not entitled to release of a new service connection in her name in the premises under her occupation.
- b. the impugned orders are found lacking in any order of rejection of the application of the Appellant and to that extent, the impugned orders are set aside

TYPED BY CCO, Corrected, Signed & Pronounced on this the 20th day of May,
2016

Sd/-
VIDYUT OMBUDSMAN

1. Ms. Maria Alex,#5-9-24/78/A-22, Basheer Bagh, Hyderabad.

Cell No. 9885328081.

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

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5. The SE/OP/Hyd.Central Circle/TSSPDCL/Hyderabad.

Copy to:

6. The Chairperson, CGRF, Greater Hyderabad Area, TSSPDCL, Vengal Rao

Nagar,

Erragadda, Hyderabad.

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