

BEFORE THE VIDYUT OMBUDSMAN

Present

**K.Sanjeeva Rao Naidu, Director (Law) and
Vidyut Ombudsman**

Dated: 02-03-2010

Appeal No. 5 of 2009

Between

M/s. Radiant Corporation (P) Ltd.,
Redg. Off: B-1, Industrial Estate,
Sanath Nagar, Hyderabad – 18.

... Appellant

And

The Asst. Accounts Officer / ERO/APCPDCL/Greenlands/Hyderabad
The Asst. Engineer / operation / APCPDCL / Sanathnagar/ Hyderabad
The Asst. Divisional Engineer / Operation / APCPDCL / Sanathanagar / Hyderabad
The Divisional Engineer / Operation / City IV/APCPDCL / Erragadda / Hyderabad
The Superintending Engineer / Operation / APCPDCL / Hyd (North) circle / Hyderabad
The General Manager / Customer Services / APCPDCL /Corp.Office / Hyderabad.

....Respondents

The appeal / representation dated 19.01.2009 received on 20.01.2009 of the appellant has come up for final hearing before the Vidyut Ombudsman on 06.02.2010 in the presence of Sri. K.C.Unni Krishnan, Authorised agent, Sri P.Pundari Kakshaya employee of the appellant and Sri. R.Shyam Kumar, ADE (Operation), Sanathnagar, Ms.P.N.Ramadevi, AAO, ERO-I, Greenlands and Sri B.Ranga Reddy, UDC present for respondents and having stood over for consideration till this day, the Vidyut Ombudsman passed / issued the following :

AWARD

Aggrieved by the order passed by the Forum in C.G. No.32 / 2008-09 of Hyderabad (North) Circle dated 19.12.2008, the appellant herein preferred this appeal dated 19.01.2009 received on 20.01.2009.

2. The appellant / complainant filed a complaint before the Forum mainly on four grounds:

- (i) withdraw the claim of arrears of Rs.1,49,795/- related to consumer No. S-002441, A/c.Astha Laboratories Private Limited in view of the Hon'ble A.P.High Court order, dated 06.11.2001.
- (ii) withdraw the claim of wrong arrears of Rs.37,617/- related to consumer No. S-002983 as the same does not belong to their company.
- (iii) To refund the balance deposit of Rs.69,905/- along with interest thereon to Astha Laboratories; and
- (iv) To advise the officials of APCDPCL to refrain from issuing unsubstantiated notices threatening with disconnection.

3. After hearing, the respondents have submitted several objections by filing written submissions to the claims made by the appellant.

4. At the time of hearing the appeal, it is represented that the notice claiming arrears of Rs.1,49,795/- has already been withdrawn.

5. The power supply is stated to be disconnected on 16.01.2002. The company addressed a letter to refund of security deposit available with S.C.No.S-002441 after adjusting the CC bill of Rs.53,761/-or the month of January 2002. As per clause 9 of Regulation 6 of 2004 of APERC, the complainant company is entitled for refund of security deposit available within one month from the date of termination of the agreement. The Forum also ordered for refund of Rs.37,617/- collected on the threat of disconnection of link service.

6. When the same is not complied properly by the respondents, the appellant preferred this appeal and also filed worksheet stating that the outstanding amount of Rs.1,42,795/- is withdrawn. They have mentioned that the consumer deposit of Rs.76,153/- after deducting CC bill amount for 2/2002 Rs.53,761 is Rs.22,392/- but not Rs.16,792/- as the amount Rs.5610/- for the three months minimum for dismantle purpose is not agreeable as it is nowhere mentioned in

the order dated 19.12.2008 with regard to 3 months minimum charges for dismantling purpose. This is an after thought by the officials of APCPDCL to continue to harass the company. The S.C.No. 002441 was disconnected without prior notice and they never made application for disconnection of power. Hence, demand of 3 months minimum dismantle purpose is arbitrary and unwarranted. The interest thus claimed on Rs.22,392/- right from Feb'02 to Feb'10 is mentioned in the table:

| Period | Duration | Applicable Interest rate | Interest amount (Rs) | |
|---|-----------|--|----------------------|-------|
| 2002- Feb (17 th to 29 th) | 13 days | Twice normal rate – 6% (normal rate 3%) | 45 | |
| 2002- March to December | 9 months | | 1007 | |
| 2003 – January to December | 12 months | | 1344 | |
| 2004– January to December | 12 months | | 1344 | |
| 2005— January to December | 12 months | Twice normal rate – 12% (normal rate 6%) | 2687 | |
| 2006– January to December | 12 months | | 2687 | |
| 2007– January to December | 12 months | | 2687 | |
| 2008– January to December | 12 months | | 2687 | |
| 2009– January to December | 12 months | | 2687 | |
| 2010– January | 1 month | | 112 | |
| Total Interest | | | | 17287 |
| Total amount to be refunded (22392 + 17287) | | | | 39679 |

7. As the licensee shall pay interest on such deposit onwards and the rate applicable on such effective date of termination of the agreement. He has also agreed that the amount of Rs.37617/- is adjusted against the alleged dues of HT HDN-280 vide JE No.3 of 4/09.

8. Whereas the respondents have submitted that they are liable to refund an amount of Rs.156.02ps as shown in the table.

| Details of Deposit Interest calculation | | | |
|---|-----------|---------------|---------------------|
| 2002 | 13 days | 18.18 | Rate of interest 3% |
| 2002 | 9 months | 377.60 | |
| 2003 | 12 months | 503.46 | |
| 2004 | 12 months | 503.46 | |
| 2005 | 12 months | 1006.92 | Rate of Interest 6% |
| 2006 | 12 months | 1006.92 | |
| 2007 | 12 months | 1006.92 | |
| 2008 | 12 months | 1006.92 | |
| 2009 | 4 months | 335.64 | |
| | | ----- | |
| | | 5776.02 | |
| Balance deposit amount | | 16782.00 | |
| To be paid to consumer | | 22548.02 | |
| JE.No.3 of 4/09 transferred to HDN-280 HT-Service/North | | 22392.00 | |
| To be paid to consumer | | 156.02 | |

9. Now, the point for consideration is, whether the appellant is entitled as claimed?

10. There is no dispute with regard to the other two points namely Rs.1,42,795/- and Rs.37,617/-. The only dispute is with regard to the amount after deducting Rs.53,761/- out of Rs.76,153/-. They have deducted Rs.5610/- as dismantling charges. There is no data that the petitioners have requested for disconnection or for dismantling, so the collection of Rs.5610/- is not correct and the same is not on sound lines.

11. Further more, they have calculated in the order only simple interest as per rules ignoring calculation of double interest as mentioned in clause 9 i.e 'Refund of Security deposit' under Regulation No. 6 of 2004 of APERC. The calculation made by the appellant on this is taken as correct and on correct lines and the same is liable to be refunded.

12. In the result, the appeal is allowed in part and directed the respondents to pay sum of Rs.39,679/- being the amount of Rs.22,392/- plus Rs.17,287/- towards interest. The said amount can be adjusted from any of the service connection held by the appellant in the future bills under intimation to the appellant. No order as to costs.

This order is corrected and signed on this day of 2nd March, 2010

VIDYUT OMBUDSMAN