

BEFORE THE VIDYUT OMBUDSMAN

Present

K.Sanjeeva Rao Naidu
Vidyut Ombudsman

Dated: 03 -03-2012

Appeal No. 24 of 2011

Between

M/s. Bharat Sanchar Nigam Ltd
(A Government of India Enterprise)
O/o. General Manager, Telecom District
Warangal Dist.

... Appellant

And

1. Assistant Engineer / operation / Rural/Mahabubabad
2. Assistant Engineer / operation / Parkal
3. Assistant Engineer / operation / Jangaon
4. Assistant Engineer / Distribution/ Rural/Warangal
5. Assistant Divisional Engineer / operation / Rural/ Mahabubabad
6. Assistant Divisional Engineer / operation / Parkal
7. Assistant Divisional Engineer / operation / Jangaon
8. Assistant Divisional Engineer / operation / Rural/ Warangal
9. Divisional Engineer / operation / Mahabubabad
10. Divisional Engineer / operation / Construction & Operation /Mulugu
11. Divisional Engineer / operation / Jangaon
12. Divisional Engineer / operation / Construction & Operation/Warangal
13. Senior Accounts Officer / Operation Circle / Warangal
14. Superintending Engineer/ Operation / Warangal.

....Respondents

The appeal / representation is filed by the appellant on 26.05.2011 has come up for final hearing before the Vidyut Ombudsman on 01.03.2012 at Hyderabad. Sri P.Ravindra Reddy, DGM, Sri D.S.K.Singh, DGM(Finance) and Sri M.Venkataiah AGM for the appellant present and Sri E.Srinivasa chary DE/O/Jangaon, SriB.Ravi DE/O/Mahabubabad, Sri B.Samya, DE/C&O/Warangal and Sri B.Bikshapati DE/C&O/Mulugu for respondents present and having stood over for consideration till this day, the Vidyut Ombudsman passed the following :

AWARD

The appellant filed a complaint before the consumer redressal grievance forum and he has narrated the complaint as follows:

- i. As per the APERC Regulatory Commission, Regulation No. 7 of 2004, Schedule-II, the new service connection should be provided within 30 days from the date of payment.
- ii. In the event of not providing the connection within the prescribed date, an amount @ Rs. 50/- per day is to be compensated.
- iii. The list showing the details of sited where supply was provided more than the prescribed days was enclosed and sent to all the concerned Divisional Engineer's/Operations and Assistant Divisional Engineer/Operations, APNPDCL vide their office Lr. No. GMTD/WL/OP/NPDCL/ New Connections/10-11/Dt. 08.12.10. **(ANNEXURE – I)**
- iv. As per the list enclosed an amount of Rs. 3,92,500/- is to be compensated to the BSNL, Warangal, and it is requested to pay the compensation immediately or adjust in the ensuring bills.
- v. Till date nothing has been heard from the respective ends and it is not known the action taken on the subject.
- vi. It is requested to cause necessary instructions to concerned Divisional Engineer/Operations and Assistant Divisional Engineer/Operations for doing needful at the earliest.

2. As a sequel to the above complaint, Assistant Engineer/Operation/ Rural/Mahabubabad, Assistant Engineer/Operation/Parkal, Assistant Engineer/ Operation/Jangoan, Assistant Engineer/Distribution/Rural/Warangal, Assistant Divisional Engineer/Operation/Rural/Mahabubabad, Assistant Divisional Engineer / Operation/Parkal, Assistant Divisional Engineer/Operation/Jangoan, Assistant Divisional Engineer/ Operation/Rural/Warangal, Divisional Engineer/ Operation/ Mahabubabad, Divisional Engineer/Construction & Operation /Mulugu, Divisional Engineer/Operation/Jangoan, Divisional Engineer/Construction & Operation/Warangal, Senior Accounts Officer/Operation Circle/Warangal and Superintending Engineer/Operation/Warangal, were directed to file their written submissions vide notice dated. 07.01.2011.

I. The Assistant Divisional Engineer/Operation/Jangoan, in his filings received on 12-01-2011, stated the following :-

- i. That the estimate for E/s. to BSNL Cell Site was submitted for sanction and demand note was issued to BSNL authorities from Divisional Engineer/ Operation/ Jangoan, vide D.No. 731/ 09/Dt. 24.10.09, for an amount of Rs. 1,20,345/-, accordingly they have submitted the demand draft vide D.D. No. 4827/2/Dt. 02.12.09.
- ii. The work order was taken and material was drawn from district stores by the Additional Assistant Engineer/Operation/Quilashapur after that the BSNL authorities (SDO) have requested for awaiting some time due to the land disputes in between BSNL authorities and local people of Quilashpur-Village.
- iii. After the land disputes has cleared they have intimated for take up the work accordingly the work was taken up and completed. The service is released on Date. 25.10.10 with service connection number bearing 2163.
- iv. From the above, it is to submit that there is no intentional delay from the departmental (APNPDCL) side and as per their request and in-co- ordination with the BSNL authorities the work is completed and charged.

II. The Divisional Engineer/Construction & Operation/ Warangal, in his filings received on 28-01-2011, stated the following :-

- i. The reasons for delay in releasing of new service connections to the BSNL cell sites in various sections in Construction & Operation Warangal-Division are here with submitted for favour of information.

III. Objections Raised by the Complainant, Dated. 07.02.2011 :-

- i. The Divisional Engineer/Construction & Operation/Warangal states that delay in releasing the service is non account of not providing of service wire/meter box etc BSNL in 12 cases.
- ii. The reason stated by the said authority is absolutely wrong and not sustainable since they are awaiting

power release to commission their Cell Towers after keeping every thing ready.

- iii. If it is so, the said authority should have given intimation in writing under acquaintance as required under NPDCL Rules and Regulations.
- iv. If it is so, the said authority should have given intimation in writing under acquaintance as required under NPDCL Rules and Regulations.
- v. They have always requested to give bills immediately after giving new connections instead of sending bills with accumulated arrears but it is of no avail which is enough proof that NPDCL authorities have given wrong reply.
- vi. Earlier C.G. No. 281/10, the order given is vague and the respondents did not obey it and further joint inspection of sites has been suggested. The report of joint inspection follows in due course.
- vii. They are requested to examine the case thoroughly taking into account all the material facts and figures on record and extend justice to our BSNL at an early date.
- viii. Their BSNL audit is very particular about the compensation for delay in releasing the service by NPDCL as it protracted the commissioning of their services thereby causing revenue loss during the delayed period.
- ix. If they do not get justice through the Forum they can left with no option except to move to Vidyut Ombudsman for natural justice.

I. The Assistant Divisional Engineer/Operation/Cherial, Dt. 16.03.11 :-

- i. The reports received from Additional Assistant Engineer/ Operation/ Town/Cherial, Additional Assistant Engineer/ Operation/Rural/Cherial, Assistant Engineer/Operation/ Bachannapet, Assistant Engineer/ Operation/ Maddur and Assistant Engineer/Operation/Narmetta on delay in releasing of services to M/s. BSNL Cell Sites at various Villages in Cherial Sub-division are herewith submitted for favour of kind consideration please.
- ii. As observed from the reports of Assistant Engineer's/Operation, it is noticed that :-
 - a. The BSNL authorities are not arranged Service Connection Cable for releasing of supply in time. As per General Terms and Conditions of Supply (General Terms and Conditions)

Clause

5.4.1.1. consumers has to arrange Service Connection Cable and to be intimated to the local NPDCL Officer. Otherwise the service cannot be released in time.

- b. There are lot of objections from the Farmers and Villagers for laying of lines in the fields. As per General Terms and Conditions of Supply (G.T.C.S.) Clause 5.2.4. the consumer has to arrange necessary Way-Leave Clearance for execution of line work. But this was not done by BSNL. The local line laying disputes were cleared by NPDCL Staff duly convincing the Farmers. This has taken lot of time for erection of lines and completion of work.
- iii. As per General Terms and Conditions of Supply (G.T.C.S.) Clause 5.6.1, an soon as the consumer installation is completed in all respects and tested by the consumers license electrical contract, the consumer should submit the contractor's "Wiring Completion Report" to the Designated Officer of the Company i.e., Section Officer. Even after repeated requests the BSNL authorities have not produced the "Wiring Completion report to concerned Section Officer. But however the services are released.
- iv. In view of the circumstances explained above, there is no lapse on the part of NPDCL side for delay in release of service.
- v. Hence, the kind authority is requested to consider the above reasons foe delay in releasing of service which are beyond the limits of NPDCL and the compensation proposed to Sub-Division Cherial, NPDCL may please be dropped.
- vi. However for avoiding this type of dispute with M/s. BSNL, it is better to sanction the future BSNL Cell Site works on turn key basis on par with other cell sites (Ex. M/s. GTL Indus & Bharathi Infratel etc) where there is no single complaint on delay in release of supply and compensation claim.

II. The Assistant Divisional Engineer/Operation/Palakurthy, Dt. 14.03.11 :-

- i. The reports received from Assistant Engineer/Operation/Palakurthy, Zaffargadh and Devuruppula on delay in releasing of services to M/s. BSNL Cell Sites at various Villages in Palakurthy Sub-Division.
- ii. As observed from the reports of Assistant Divisional Engineer's/Operation, it is noticed that :-
 - a. The BSNL authorities are not arranged service connection cable for releasing of supply in time. As per General Terms and Conditions of Supply (G.T.C.S.) Clause 5.4.1.1 consumers has to arrange service connection cable and to be intimated to the local NPDCL Officer. Otherwise the service cannot be released in time.
 - b. There are lot of objections from the farmers and villagers for

laying of lines in the fields. As per General Terms and Conditions of Supply (G.T.C.S.) Clause 5.2.4, the consumer has to arrange necessary way leave clearance for execution of line work. But this was not done by BSNL. The local line laying disputes were cleared by NPDCL Staff duly convincing the farmers. This has taken lot of time for erection of lines and completion of work.

- iii. As per General Terms and Conditions of Supply (G.T.C.S.) clause 5.6.1, as soon as the consumers installation is completed in all respects and tested by the consumers licensed electrical contract, the consumer should submit the contactor's "Writing Completion Report" to the Designated Officer of the Company i.e., Section Officer. Even after repeated requests the BSNL authorities have not produced the wiring completion report to concerned Section Officer. But however the services are released.
- iv. In view of the circumstances explained above, there is no lapse on the part of NPDCL side for delay in release of service.
- v. Hence the kind authority is requested to consider the above reasons for delay in releasing of service which are beyond the limits of NPDCL and the compensation proposed to Sub-Division/Palakurthy, NPDCL may please be dropped.
- vi. However for avoiding this type of dispute with M/s. BSNL, it is better to sanction the future BSNL Cell Site work on turn key basis on par with other cell sites (Ex. M/s. GTL. Indus & Bharathi Infratel etc) where there is no single complaint on delay in release of supply and compensation claim.
 - b. There are lot of objections from the farmers and villagers for laying of lines in the fields. As per General Terms and Conditions of Supply (G.T.C.S.) Clause 5.2.4, the consumer has to arrange necessary way leave clearance for execution of line work. But this was not done by BSNL. The local line laying disputes were cleared by NPDCL Staff duly convincing the farmers. This has taken lot of time for erection of lines and completion of work.

IV. The Assistant Divisional Engineer/Construction & Operation/ Ghanpur, Dt. 14.03.11 :-

- i. The Muppam, Mallikudurla, Velair and Tahatikonda BSNL services delay in releasing of services are as follows :-
 - i. There are lot of objections from the villagers and farmers for laying of lines in the fields. As per General Terms and Conditions of Supply (G.T.C.S.) Clause 5.2.4, the consumer has to arrange necessary way-leave clearance for execution of line work. But this was not done by BSNL. The local line laying disputes were cleared by NPDCL Staff duly convincing the

villagers and farmers. And they want to single phase supply instead of three phase supply to cell sites. Then the revised estimates were prepared and got revised sanctioned as per the party application. This has taken lot of time for erection of lines and completion of work.

- ii. As per General Terms and Conditions of Supply (G.T.C.S.) Clause 5.6.1 as soon as the consumer's installation is completed in all respects and tested by the consumer's licensed electrical contractor, the consumer should submit the contractor's "Wiring Completion Report" to the Designated Officer of the Company i.e., Section Officer. Even after repeated request the BSNL authorities have not produced the Wiring Completion Report" to concerned Section Officer. But however the services are released.
- ii. In view of the circumstances explained above, there is no lapse on the part of NPDCL side for delay in release of service.
- iii. Hence, the kind authority is requested to consider the above reason for delay in releasing of service which are beyond the limits of NPDCL and the compensation proposed to Ghanpur Sub-Division, NPDCL may please be dropped.
- iv. However, for avoiding this type of dispute with M/s. BSNL, it is better to sanction the future BSNL Cell Site works on turn key basis on par with other cell sites where there is no single complaint on delay in release of supply and compensation claim.

V. The Divisional Engineer/Construction & operation/Mulugu, Dt. 11.03.11 :-

- i. The reports received from Assistant Divisional Engineer/Operation/Mulugu, Eturunagaram, Parkal and Bhoopalpally on delay in releasing of services to M/s. BSNL Cell Sites at various Villages in Construction & Operation, Mulugu Division are herewith submitted for favour of kind consideration please.
- ii. As observed from the reports of Assistant Divisional Engineers/Operation, it is noticed that :-
 - a. The BSNL authorities are not arranged Service Connection Cable for releasing of supply in time. As per General Terms and Conditions of Supply (G.T.C.S) Clause 5.4.1.1. consumers has to arrange service connection cable and to be intimated to the Local NPDCL Officer. Otherwise the service cannot be released in time.

- b. There are lot of objections form the farmers for laying of lines in the fields. As per General Terms and Conditions of Supply (G.T.C.S.) Clause 5.2.4., the consumer has to arrange necessary Way-leave clearance for execution of line work. But this was not done by BSNL. The local line laying disputes were cleared by NPDCL Staff duly convincing the farmers. This has taken lot of time for erection of lines and completion of work.
- iii. As per General Terms and Conditions of Supply (G.T.C.S.) Clause 5.6.1. as soon as the consumers installation is completed in all respects in all respects and tested by the consumers licensed electrical contractor, the consumer should submit the contractor's "Wiring Completion report to concerned Section Officer. Even after repeated requests the BSNL authorities have not produced the wiring completion report to concerned Section Officer. But however the services are released.
- iv. In view of the circumstances explained above, there is no lapse on the part of NPDCL side for delay in release of service.
- v. Hence the kind authority is requested to consider the above reasons for delay in releasing of service which are beyond the limits of NPDCL and the compensation proposed to Construction & Operation Division Mulugu, NPDCL may please be dropped.
- vi. However, for avoiding this type of dispute with M/s. BSNL, it is better to sanction the future BSNL Cell Site works on turn key basis on par with other dell sites (Ex. M/s. GTL, Indus & Bharathi Infratel etc.) where there is no single complaint on delay in release of supply and compensation claim.

VI. The Divisional Engineer/Operation/Narsampet, Date. 14.03.11 :-

- i. The reasons for delay in releasing the supply to BSNL Cell Sites located at various places in Narsampet Division are herewith submitted item wise are as follows :-
- a. Due to objections raised by the local public and surpanches the works were delayed. The copy of letters obtained from surpanches and enclosed.
- b. Due to non procurement of service wires, non cooperation of Local Staff Lineman. No pole services could not be released even though meter is issued (Duggondi, Medipally).
- c. In Kothaguda Mandal even though works are completed SDE telephones has requested not to release the services at Gangaram

and Komatlagudem.

- d. The BSNL authorities no where furnished the wiring completion reports for releasing the services. Pending receipt of the same services are released with a bonafied interest.
- e. APNPDCL is very much liberal and generous towards BSNL in day to day rectification works or in giving new services. No undue delay is caused in releasing services if at all delay occurred it might be due to genuine field constraints which are inevitable during the field execution.

VII. The Divisional Engineer/Operation/Mahabubabad, Date. 14.03.11 :-

- i. The reasons for delay in releasing the supply to BSNL Cell Sites located at various places in Mahabubabad Division are herewith submitted item wise are as follows :-
 - a. Due to objections raised by the local public and surpanches the works were delayed.
 - b. The BSNL authorities no where furnished the wiring completion report for releasing the services. Pending receipt of the same services are released with a bonafied interest.
 - c. Due to rocky soil earth pits could not be excavated. Hence delay has taken place. Master earthing was done from near by 100 KVA DTR by making alternate arrangement. This is a genuine field constraint one has to admit.
 - d. House owner objected for erection of pole in his premises at Penugonda and surpanch also objected for laying of line along the road. Dispute is still pending. As soon as the dispute is solved work will be executed.
 - e. APNPDCL is very much liberal and generous towards BSNL in day to day rectification works or in giving new services. No due to genuine field constraints which are inevitable during the field execution.

VIII. The Divisional Engineer/Construction & Operation/Warangal, Dt. 22.03.11 :-

- i. It is once again to submit that the reasons for the delay in releasing of new services connections to BSNL cell towers in various sections in construction & Operation Warangal Division are due to not providing of service wire by the BSNL authority in time as mentioned in their earlier reply.
- ii. Further it is to submit that the BSNL authority in any cell tower not

intimated in writing that every thing is ready from their side and awaiting supply from NPDCL as mentioned in their reply.

- iii. The same is reinstated by the statement given with concerned section officer and Assistant Divisional Engineer's.
- iv. Further BSNL authority not given internal wiring completion certificate at any single tower. However the supply is extended in the interest of public.
- v. The BSNL authority not followed the General Terms and Conditions of Supply as per Clause :-

**5.4.1.1. – The consumer are required to lay the service connection cable and also fix up the meter box and MCB.
The same is not intimated.**

**5.5.1. – Wiring or apparatus in case of LT consumers should be inspected and approved by the designated officer of the company.
The same is not intimated.**

**5.6.1 – For the protection of the consumer and public in general it is necessary that the wiring on the consumer premises should confirm to the Indian Electricity Rules and be carried out by a licensed electrical contractor.
The same is not submitted.**

- vi. After intimation against the above clauses by the consumer the company representative will inspect and test the consumer installations as mentioned in Clause 5.7.
- vii. The section officers mentioned that no where the BSNL authority has submitted the same. But in the interest of the public the supply is extended.
- viii. It is requested that the kind authority for recommending the extension of supply at new BSNL cell towers in future on turn key basis to avoid complications please.

Based on the reports submitted by the respondents in connection with delay in releasing of service connection to BSNL authorities to their cell sites, the same were communicated as narrated above (**Annexure-II**) to the complainant for raising any objections on the reports furnished by the respondents vide T.O. Lr. Dated.

In response to the above letter the objections are raised by the complainant against each site as per the reports submitted by the respondents. The detailed information point wise (Site-Wise) as per the information obtained from the respondents and objections raised by the complainant are narrated in detailed in **Annexure – III**.

3. After hearing both sides and after considering the material placed before the Forum, the Forum passed the following order:

"Keeping in view of the above circumstances, at the outset due to non fulfillment of the mandatory conditions laid down in the General Terms and Conditions of Power Supply by the complainant herein and also under un-guessed stiff apposition from the local public and the Surpanches of the area concerned and also due to other surcharged situations beyond the control of the department to face them as cited above the payment of compensation to the complainant herein for the delay in release of new service connections to their cell sites is not considered.

Further the complainant is advised to take the permission from the licensee for the extension of supply at new BSNL cell towers in future cases for sanction on turn key basis on par with other cell sites (Ex. M/s. GTL, Indus and Bharathi Infratel etc) to avoid complications like in this case."

4. Aggrieved by the said order, the appellant preferred this appeal questioning the same that the clauses 5.4.1.1, 5.6.1 and 5.2.4 of GTCS were never invoked by APNPDCL when demand note for supply at requested places were paid or when the officers of APNPDCL were pursued for expedition of provision of supply. It is only when the complainant approached the Forum, the said clauses are invoked. BSNL is a mobile service provider to its consumer and in the process of doing such service the request of BSNL could have been given topmost priority, by complying GTCS. In spite of several and dedication by special means at requested places as NPDCL is sole service provider. But NPDCL is restored to adopt delay tactics and delayed the issual of connections till litigation is commenced in the Forum and therefore they are entitled for compensation as claimed.

5. Now, the point for consideration is, "Whether the impugned order is liable to be set aside? If so, on what grounds?"

6. On 01.03.2012 Sri P.Ravindra Reddy, DGM, Sri D.S.K.Singh, DGM(Finance) and Sri M.Venkataiah AGM for the appellant present and Sri E.Srinivasa chary DE/O/Jangaon, SriB.Ravi DE/O/Mahabubabad, Sri B.Samya, DE/C&O/Warangal and Sri B.Bikshapati DE/C&O/Mulugu present on behalf of the respondents

7. The appellant herein has also filed an Appeal 15 of 2011 claiming refund of the amounts paid in excess. This authority in the process of reconciliation ordered them to work the methodology to arrive at the exact figures with regard to the excess amount paid by them. They have made their attempts and finally arrived the figures by both the parties and majority of the amounts are adjusted / paid in the said process. The said appeal no. 15 of 2011 is going to be resolved by passing an order in that appeal.

8. At that stage, when the matter is brought to the notice of the GM/BSNL on telephone and he has requested to rectify certain deficiencies on the part of the respondents and if they are resolved he has no objection to withdraw this appeal. When the same is put before the respondents at the time of hearing, they informed that they are going to comply the same within a short time.

9. Basing on the said representation, it is deemed that the said appeal is withdrawn and the matter is resolved in the form of settlement made in between the parties.

10. The appeal is disposed with the above said observation. No order as to costs.

This order is corrected and signed on this day of 3rd March, 2012

VIDYUT OMBUDSMAN