



**BEFORE THE VIDYUT OMBUDSMAN
Andhra Pradesh:: Amaravati**

: Present :

**G. Venkata Krishnaiah
Former Principal District Judge
Vidyut Ombudsman**

The 12th day of June, 2025

Representation No.01 of 2025-26

Between

Smt. Meesala Gayathri, W/o. Meesala Maheswara Rao, D.No.1-96, Jammu Street, A.T. Agraharam, Nellimarla (M), Vizianagaram - 535 218

.. Representationist

A N D

1. The Asst. Executive Engineer/Operation/APEPDCL/NELLIMARLA
2. The Asst. Accounts Officer/ERO-TOWN/VIZIANAGARAM
3. The Dy. Executive Engineer/Operation/APEPDCL/TOWN-2/VIZIANAGARAM
4. The Executive Engineer/Operation/APEPDCL/VIZIANAGARAM
5. Sri Majji Appala Raju, S/o. Suryanarayana, Kondakarakam Village, Vizianagaram Dist.

.. Respondents

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This representation having come up for final hearing before me on **09.06.2025** through Video Conference in the presence of the Advocate for Representationist, Representative of Meesala Gayathri (her husband) and the Respondent Nos.1, 2, 3 and 4, stood over for consideration till this day, and the Vidyut Ombudsman delivers the following:

ORDER

1. Having been aggrieved by the orders dated 11.03.2025 rendered by the Consumer Grievances Redressal Forum, A.P.E.P.D.C.L., Visakhapatnam in C.G.No.73/2025, the complainant therein directed this present representation under clause No.18 r/w clause No.19.2 of Regulation No.3 of 2016 seeking to set

aside the orders passed in C.G.No.73/2025 dt.11.03.2025 of CGRF, APEPDCL, Visakhapatnam and for other reliefs as stated in Annexure II.

2. Representationist (hereinafter called as '**consumer**') filed the representation, was having electrical service connection vide SC.No.1213040600006624 under LT Cat-III of Nellimarla in Plot No.55 of APIIC-IALA. The consumer let out the premises to one Majji Appala Raju, Respondent No.5 herein, who established a water plant and undertook to pay electricity charges as per the Lease Agreement dt.07.04.2021, which was executed between the consumer and Majji Appala Raju. The said Appala Raju defaulted in payment of electricity charges from the month of October, 2023. Electricity Service Connection was disconnected on 10.11.2023. The respondents, without making **Bill Stop** of the said service in terms of clause 5.9.4.3 of General Terms and Conditions of Supply (hereinafter called as '**GTCS**'), continued to raise the bills. The respondents should have stopped the said service within 4 months from the date of disconnection of the service. The respondents failed to follow the procedure laid down under clause 5.9.4.3 of GTCS. The consumer wants to retain her electricity service connection, but the consumer is demanded to pay CC charges from 10/23 to 02/24 to an extent of Rs.6,27,854/- as per the letter dt.05.03.2024 marked as **Ex.R1**. After hearing both parties, the complaint was partly allowed by the CGRF subject to payment of Rs.7,07,987/- due as on 03/24 and on that the DISCOM shall terminate the agreement. If the consumer requires service, she is liable to pay Rs.16,93,625/-. Aggrieved by the above order, this representation is filed.

3. Respondent No.3 filed counter adopted by Respondent Nos.1, 2 and 4. Respondent No.5 did not appear (lessee who defaulted).

4. The main thrust of the counter of Respondent No.3 is that the department is not responsible for the consequences of the default by

the lessee and that the lease of the premises by the consumer is without permission or intimation to the department.

5. It is also mentioned that to avoid hardship to the consumer on humanitarian grounds, the service connection of the consumer has not been Bill Stopped till the consumer approached CGRF, APEPDCL, Visakhapatnam.

6. Respondent No.3 filed additional counter sent by e-mail on 28.05.2025. In this additional counter, the memo dt.03.05.2025 is mentioned relating to revival of connections to industries, which are under disconnection. It is also stated that the consumer in the present case is not eligible for such relief, as the service connection of the consumer is not Bill Stopped or the agreement is terminated.

Point for consideration: During the course of hearing, Ex.P1 to P3 and Ex.R1 and R2 are marked.

7. The main question to be decided by me is with regard to the applicability of EPDCL memo dt.05.05.2024 marked as **Ex.R2**. This relates to revival of Sick Industries and Rationalization of procedures in respect of collection of minimum charges. One of the directions given in this memo, which is applicable to the present case, is clause (vii) with reference to riviving activities by way of change of management.

8. In the present case, the consumer wants to revive the electricity service connection, as the lessee left the premises and is involved in criminal cases, as could be seen from Remand Report marked as **Ex.P1**. Thus, the present position is that the lessee defaulted in payment of electricity service charges from October, 2023, disconnection was affected in November, 2023 and the consumer wants to revive the electricity service connection in the capacity of owner of the premises. Thus, there is a change in the management of the

premises. It can also be said that the consumer has not directly committed any default intentionally. As per Regulation 21.5, subject to specific provisions of Regulation No.3 of 2016, the Vidyut Ombudsman shall be guided by the principles of justice, equity and good conscience and may regulate his own procedure accordingly.

9. Since memo marked as Ex.R2 is with reference to Sick Industries, on 29.05.2025, the applicability of memo was directed to be placed in the official website of the licensees as contemplated in Regulation No.20.4 of Regulation No.3 of 2016. This office did not receive any similar instances of application of Ex.R2. During the hearing, the concerned AAO i.e., R2 stated that no such instances of application of Ex.R2 arose in their division.

10. The premises of the consumer is located in industrial area. Clause (i) of Ex.R2 is as follows:

"To make payment of actual consumption charges due up to the date of disconnection along with interest @1% per month upto date (till the date of making payment) plus minimum charges as applicable for a period of four (4) months (on a notional application of provisions of clause 5.9.4.3 of GTCS without interest)"

DISCOM has to collect charges as stated above and the charges cannot be collected beyond 4 months after disconnection.

11. Specific notice dt.21.03.2025 marked as Ex.P3 states that the amount to be paid is Rs.7,07,987/- as the service is Bill Stopped as on date and if the supply is required Rs.16,93,625/- is to be paid.

12. Consumption Data is marked as Ex.P2. As per Ex.P2, minimum charges were not calculated but Eng. Charges, Customer Charges, Fixed Charges, Additional Surcharge, FSA charges were imposed. The same pattern continues from 12/23.

The consumer is contending that these charges are fictitious and not in accordance with Circular dt.05.05.2024 marked as **Ex.R2**. Admittedly after October, 2023, there was no consumption of power by the consumer.

13. The main contention on behalf of the respondents is that consumer did not give scope for making Bill Stop of service. However, the Circular dt.05.05.2024 marked as **Ex.R2** is quite clear as to charges to be collected in case of disconnection.

RESULT:

14. In the result, this representation is allowed in terms of clause (i) of Memo dt.05.05.2024 marked as Ex.R2 and the respondents are directed to issue demand as per the calculation given in clause (i) of Ex.R2 and revive the electrical service connection vide SC.No.1213040600006624 under LT Cat-III of Nellimarla in Plot No.55 of APIIC-IALA standing in the name of the consumer - Meesala Gayatri. The demanded amount as per the revised bill in terms of clause (i) of Ex.R2 has to be paid by the consumer within 15 (fifteen) days as per the order passed today. Both parties do bear their own costs.

A copy of this order is made available at www.vidyutombudsman.ap.gov.in

This order is typed, corrected, signed and pronounced by me on this the 12th day of June, 2025.

Sd/- G. Venkata Krishnaiah
VIDYUT OMBUDSMAN-AP

APPENDIX OF EVIDENCE

DOCUMENTS MARKED ON BEHALF OF THE REPRESENTATIONIST:

Ex.P1: Xerox copy of Remand Report

Ex.P2: Xerox copy of Consumption Data

Ex.P3: Xerox Copy of Specific notice dt.21.03.2025

DOCUMENTS MARKED ON BEHALF OF THE RESPONDENTS:

Ex.R1: Xerox Copy of letter dt.05.03.2024

Ex.R2: Xerox Copy of EPDCL memo dt.05.05.2024

**Sd/- G. Venkata Krishnaiah
VIDYUT OMBUDSMAN-AP**

Copy by Registered Post with ack-due and also by mail to:

1. Smt. Meesala Gayathri, W/o. Meesala Maheswara Rao, D.No.1-96, Jammu Street, A.T. Agraharam, Nellimarla (M), Vizianagaram - 535 218

----- REPRESENTATIONIST.

2. The Asst. Executive Engineer/Operation/APEPDCL/NELLIMARLA

3. The Asst. Accounts Officer/ERO-TOWN/VIZIANAGARAM

4. The Dy. Executive Engineer/Operation/APEPDCL/TOWN-2/VIZIANAGARAM

5. The Executive Engineer/Operation/APEPDCL/VIZIANAGARAM

- - - - - RESPONDENTS

Copy by Registered Post with ack-due to:

6. The Chair Person, CGRF, APEPDCL, P&T Colony, Seethammadara, Near Gurudwara Junction, Visakhapatnam.

Copy submitted by Registered Post with ack-due to:

7. The Secretary, Hon'ble APERC, Vidyut Niyantana Bhavan, Adjacent to 220/132/33/11 KV AP Carbides Sub Station, Dinnedevanapadu Road, KURNOOL -518 002, Andhra Pradesh.

//True Copy//

VIDYUT OMBUDSMAN-AP

Dis.No. dt.12.06.2025