



BEFORE THE VIDYUT OMBUDSMAN
Andhra Pradesh:: Amaravati.

: Present :

Vinnakota Venkata Prasad
Former District & Sessions Judge
Vidyut Ombudsman

The 7th day of September, 2023
Representation No. 05 of 2023-24

Between

Sri Kotikalapudi Ravi, D.No.9-6-6, Golivari Street, Samalkota, Kakinada District,
533440

..... Representationist.

And

1. The Assistant Executive Engineer/ Operation/ APEPDCL/ Gollaprolu,
2. The Assistant Accounts Officer/EPDCL/ERO/ Samalkota
3. The Deputy Executive Engineer/ Operation/ APEPDCL/ Pithapuram.
4. The Executive Engineer/ Operation/ APEPDCL/Peddapuram

----- Respondents.

N.B. The 4th respondent before the CGRF was E.E. Kakinada but the E.E., Peddapuram in his letter authorising the 3rd respondent to make appearance on his behalf stated that consequent upon the division of divisional office, this area under dispute fell within his jurisdiction and as such the place of 4th respondent was ordered to be amended as Peddapuram, and accordingly amended the place of 4th respondent as Peddapuram.

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This representation having come up for final hearing before me on 30.08.2023 through Video Conference in the presence of the Representationist, and the respondent No.1 and respondent No.2 and also the respondent No. 3 who is also appearing for R4 pursuant to the authorization given to him, stood over for consideration till this day, and the Vidyut Ombudsman delivers the following:

ORDER

1. Having been aggrieved by the orders dated 19.06.2023 rendered by the Forum for Redressal of Grievances of the Consumers in Eastern Power Distribution Company of A.P Limited, Visakapatnam in C.G.No.152/23, the complainant therein directed this present representation under clause No. 18 r/w 19.2 of Regulation No.3 of 2016 seeking the reliefs (i) to accord agriculture connection and (ii) for removal of electrical poles relating to Kanda people from his land.

2. The averments in the printed representation and its annexed detailed representation are as follows INNUSE:

(a) The APEPDCL authorities accorded service connection to this complainant's agricultural Bore on 23.07.2006. On 09.09.2006 during night, the winding wire relating to his transformer was committed theft. In this connection, FIR was registered in crime No. 93/2006 on 21.09.2006. Subsequently, once again the winding wire in the transformer was committed theft on 12.12.2015 and in this connection another FIR in Crime No.195 of 2015 was registered.

(b) Consequent upon these recurrent thefts, the then Additional Assistant Engineer, Gollaprolu delivered the transformer to the Complainant for its retention with a promise to restore the service connection as and when desired by the complainant on obtaining such undertaking letter from the complainant in the name of the Assistant Divisional Engineer, Pithapuram. **As such the complainant has been in possession of the said transformer and the meter bearing No.MNO015 68094.**

(c) subsequently, there was no response from the authorities for the requests for reconnection.

(d) The AE removed the electrical instruments present on the pole and also the conductor (relating to his service connection). Thereupon, on 20.08.2020 the complainant sought for the reason for removal of those instruments from the pole from the AE under RTI Act but there was no response. Therefore, on 20.09.2020, appeal under RTI Act was preferred to the DE/o/KKD but there was no reply from him also.

(e) While so, in the southern portion of his land, there were electrical poles found on 01.04.2023 for the supply of energy to the land belonging to Kanda Satyavathi w/o Kanda Mahalakshmi r/o Vannepudi, another line was laid in the northern side portion of the land of the complainant and thus his land is filled with the electrical poles both in southern side and northern side. The complainant seeks to render justice.

(f) The complainant made certain remarks as regards the order of the CGRF, but the same are omitted since this representation is not an appeal though it is filed against the order of the CGRF and the law in this regard is detailed in the para preceding the para containing the points for consideration.

(g) The CGRF was pleased to dismiss his grievance and the complaint by its order dated 19.06.2023.

3. Aggrieved by the said order, this representation is made seeking (i) grant of agriculture connection and (ii) for removal of electrical poles said to have been laid in his land for supply of power to the land relating to Kanda Satyavathi w/o Mahalakshmi r/o Vannepudi people from his land.

4. The representation was received at this office on 18.07.2023 under inward No.185, whereas the order of CGRF in C.G.No.152 of 2023 was made on 19.06.2023. The same was returned on 18.07.2023 itself with certain objections including limitation. The bundle was taken return personally on 27.07.2023. The same was represented again on 28.07.2023 vide inward No.200.

5. Thereupon, on 31.07.2023 itself, this representation was taken on file, and the matter was posted to 09.08.2023 for appearance and hearing on Video Conference. Notices were issued to both sides by email and also by post for making their appearance either personally or through agent or advocate as is permissible under clause 21.8 of Regulation No. 3 of 2016, through video conference and to submit the counter of the respondents and the evidence if any, so desired by both the parties by post/courier in advance and for hearing. The scanned copies of the documents filed by the representationist were also furnished to the respondents by mail along with the notice sent to them.

6. On 09.08.2023, neither the Representationist, nor the respondents were present on Video Conference. Respondent Nos. 2 to 4 were also absent. None of the respondents filed counter despite issue of notice to all the parties by mail and post. Therefore, the matter was posted to 17.08.2023 for physical appearance, counters and for further proceedings. At that stage, the AE was present on V.C. but within no time there was disconnection.

7. In the meanwhile, Counter/ Reply from the 2nd Respondent and the counter/reply from the 1st respondent were received post under inward Nos.221 and 222 on 09.08.2022 and 10.08.2022 respectively. The counter/reply from the 3rd Respondent was also received on 14.08.2023 by post. On 17.08.2023, the 3rd respondent who is authorised by the 4th respondent to appear on his behalf, filed the counter of the 4th respondent during the course of proceedings.

8. The averments in the **counter filed by the 1st respondent** are as follow in concise:

(a) This respondent after joining on 06.05.2022 AM as AE/O/Gollaprolu inspected the premises relating to this Service Connection N1452530706001242, Cat.V in the name of Kotikalapudi Ravi at Sf.No.264/2 in Chendurthy village and found that 16kVA DTR was not available at the above premises, the conductor and other DTR structure materials were also not available at the said premises. Further there were only 7 numbers of 8mts PSCC poles in leaned and idle position.

(B) As per EPCCB records, the service was in Agriculture Freee Catergoy and the consumer had to pay only customer charges at Rs.180/- for six months. The consumer's last payment was on 31.12.2015. He had not paid the customer charges at Rs.30/- per month up to 22.10.2015 on which there was theft. Subsequently also he did not pay the customer charges. Therefore, his service was made NB on 30.01.2021 and the proposals were sent by his predecessor.

(c) One Kanda Satyavathi w/o Mahalakshmi, SF.NO.264/1B of Chandurthi Village whose land is adjacent to the land of this complainant applied for new agricultural service connection. During the execution of works for the above service, this complainant objected for erection of poles. Consequently, it was found that out 7 numbers of 9.1mts poles, 5 poles were present outside the land of this complainant and the other two poles found present in his land were located outside the land of this complainant to his satisfaction.

(d) The CGRF in C.G.No.152/2023 on 19.06.2023 ordered

"(i) as the service was permanent dismantlement and agreement was also terminated the question of restoration of power supply does not arise.

(ii) and other allegation of the complainant is that a new service was extended to Kandha Satyavathi through his land by erecting poles in his land. The complainant has not filed any document regarding his land and also complainant has not filed any survey report to show that the poles, which were used for giving supply to Satyavathi, are in his land. As per the contention of the respondent, in view of the objection from the complainant, two poles were relocated outside the premises of the complainant to the satisfaction of the complainant. Hence CG.No.152/23 is disposed off."

9. Respondent No.2 filed his counter with the following averments in nutshell:

(a) The consumer relating to the service connection No.1452530706001242 approached the CGRF in C.G.No.152/2023 contending "that a 16KVA DTR in his agricultural land was stolen on 22.10.2015 during night time and a case in FIR No.195/2015 was registered on 12.12.2015 and later a new transformer was kept in his field without erection. The complainant had a meter bearing Sl.No.015680941 and the supply has to be restored to his service connection in Gollaprolu Section. But the

AE removed the conductor and the material from the poles which were in his agricultural land. Hence the complainant requested the FORUM to order restoration of power supply to his agricultural service connection."

(b) In response to this representation, it is stated that the said service connection was released in the name of this complainant on 01.03.2012 with connected load of 10HP. Since the service connection was a free category agricultural connection, the customer has to pay a sum of Rs.180/- per six months. The consumer's last payment was made at Rs.367/- on 31.12.2014. As per the recommendation of the AE/O/KDA/AEE-P/F-D.No.1128/21., Dt.17.12.2020, the said service bill was stopped on 30.01.2021 and as per the termination agreement proposal received from E.E/ Operation/ Kakinada vide proceedings EE/ O/ KDA/ AEE-P/F.D.No.1396/2021., Dt.23.01.2021 outstanding arrears were adjusted from the security deposit. Copy of the termination agreement proposal is submitted.

(c) The CGRF in C.G.No.152/2023 on 19.06.2023 ordered

"(i) as the service was permanent dismantlement and agreement was also terminated the question of restoration of power supply does not arise (ii) and other allegation of the complainant is that a new service was extended to Kandha Satyavathi through his land by erecting poles in his land. The complainant has not filed any document regarding his land and also complainant has not filed any survey report to show that the poles, which were used for giving supply to Satyavathi, are in his land. As per the contention of the respondent, in view of the objection from the complainant, two poles were relocated outside the premises of the complainant to the satisfaction of the complainant. Hence CG.No.152/23 is disposed off."

10. Respondent No.3 filed his counter with the following averments in abridgment:

(a) The consumer relating to the service connection No.1452530706001242 approached the CGRF in C.G.No.152/2023 contending " that a 16KVA DTR in his agricultural land was stolen on 22.10.2015 during night time and a case in FIR No.195/2015 was registered on 12.12.2015 and later a new transformer was kept in his field without erection. The complainant had a meter bearing Sl.No.015680941 and the supply has to be restored to his service connection in Gollaprolu Section. But the AE removed the conductor and the material from the poles which were in his agricultural land. Hence the complainant requested the FORUM to order restoration of power supply to his agricultural service connection."

(b) In response to this representation, it is stated that the said service connection was released in the name of this complainant on 01.03.2012 with connected load of 10HP. Since the service connection was a free category agricultural connection, the customer has to pay a sum of Rs.180/- per six months. The consumer's last payment

was made at Rs.367/- on 31.12.2014. The DTR was stolen on 22.10.2015. He has not paid the minimum charges at Rs.30/-pm up to the date when the DTR was stolen i.e., up to 22.10.2015. Subsequently also, he did not pay any amount. Thereafter, the said service was bill stopped on 30.01.2021 vide letter No. E.E/Operation/Kakinada vide proceedings EE/O/KDA/AEE-P/F.D.No.1396/2021., Dt. 23.01.2021.

(c) The CGRF in C.G.No.152/2023 on 19.06.2023 ordered

"(i) as the service was permanent dismantlement and agreement was also terminated the question of restoration of power supply does not arise (ii) and other allegation of the complainant is that a new service was extended to Kandha Satyavathi through his land by erecting poles in his land. The complainant has not filed any document regarding his land and also complainant has not filed any survey report to show that the poles, which were used for giving supply to Satyavathi, are in his land. As per the contention of the respondent, in view of the objection from the complainant, two poles were relocated outside the premises of the complainant to the satisfaction of the complainant. Hence CG.No.152/23 is disposed off."

11. Respondent No. 4 filed his counter with the following averments in nutshell:

(a) The consumer relating to the service connection No.1452530706001242 approached the CGRF in C.G.No.152/2023 contending " that a 16KVA DTR in his agricultural land was stolen on 22.10.2015 during night time and a case in FIR No.195/2015 was registered on 12.12.2015 and later a new transformer was kept in his field without erection. The complainant had a meter bearing Sl.No.015680941 and the supply has to be restored to his service connection in Gollaprolu Section in operation subdivision of Pithapuram of Peddapuram Division. But the AE removed the conductor and the material from the poles which were in his agricultural land. Hence the complainant requested the FORUM to order restoration of power supply to his agricultural service connection."

(b) In response to this representation, it is stated that the said service connection was released in the name of this complainant on 01.03.2012 with connected load of 10HP. Since the service connection was a free category agricultural connection, the customer has to pay a sum of Rs.180/- per six months. The consumer's last payment was made at Rs.367/- on 31.12.2014. The DTR was stolen on 22.10.2015. The consumer did not pay the minimum charges of Rs.30 per month upto 22.10.2015 on which date the DTR was stolen. Subsequently, the consumer did not make any payment. Then the said service was bill stopped on 30.01.2021 vide letter No. E.E/Operation/Kakinada vide proceedings in EE/O/KDA/AEE-P/F.D.No.1396/2021., Dt.23.01.2021

(c) The CGRF in C.G.No.152/2023 on 19.06.2023 ordered "(i) as the service was permanent dismantlement and agreement was also terminated the question of

restoration of power supply does not arise (ii) and other allegation of the complainant is that a new service was extended to Kandha Satyavathi through his land by erecting poles in his land. The complainant has not filed any document regarding his land and also complainant has not filed any survey report to show that the poles, which were used for giving supply to Satyavathi, are in his land. As per the contention of the respondent, in view of the objection from the complainant, two poles were relocated out side the premises of the complainant to the satisfaction of the complainant. Hence CG.No.152/23 is disposed off."

12. On 17.08.2023, the representationist and the respondent Nos.1 and 3 were present physically. 2nd respondent was absent. 4th respondent authorised the 3rd respondent on his behalf as is provided under clause 18.1 of Regulation No.3 of 2016.

13. In the authorisation memo/letter, the 4th respondent submitted that consequent upon the division of their divisional office, this area of this dispute fell within the jurisdiction of his area and as such the place of the 4th respondent was amended as Peddapuram instead of Kakinada on 17.08.2023 itself.

14. Thereupon, on 17.08.2023, physical copies of the documents filed by the representationist were delivered to the Respondent Nos.1 and 3 and also the copies of documents relating to the 4th respondent to the 3rd respondent. Copies of the counters filed by the respondent Nos.1 to 3 were furnished to the Representationist.

15. On 17.08.2023 itself, the copies of the documents filed by the Representationist were marked as Ex.P1 to P12. The xerox copies of the documents furnished by the Respondent Nos. 1 and 2 were marked as Ex. R1 to R7. Heard the Representationist and the respondent Nos.1 and 3 and also Respondent No.3 on behalf of the 4th respondent. Since there was no representation for the 2nd respondent, the matter was posted to 24.08.2023 for continuation of hearing.

16. On 24.08.2023, the representationist did not come on video conference though he was got contacted over phone by the personal secretary and waited from 11 am to 11.45 am. At 11.45am the 1st respondent and 3rd respondent were present on Video Conference. Respondent No.3 was authorised by the 4th respondent to make appearance on his behalf. 2nd respondent and the Representationist were absent. Therefore, to grant another opportunity, the matter was adjourned to 30.08.2023.

17. On 30.08.2023, the representationist was present in person at the office of Vidyut Ombudsman. Respondent Nos.1 to 3 were present on Video Conference. As stated supra, the 3rd respondent was authorised by the 4th respondent to represent him as is permissible under clause 21.8 of Regulation No.3 of 2016. Heard both sides and the matter was posted to 07.09.2023 for orders.

18. Subsequently, one written statement dated 31.08.2023 was received at this office on 04.09.2023 under inward No.258 from the representationist. But it does not fall for consideration since the matter was already heard and coming up for consideration.

19. It is not inapposite to mention that all the daily docket orders and the orders in matters are all being displayed on the Web site of this Ombudsman on the relevant dates to enable the parties or others to have access to the day to day proceedings taken place before the ombudsman.

20. a) **Before dealing with the rival contentions**, it has to be made clear that as envisaged under section 42 (6) of The Electricity Act, 2003, any consumer, who is aggrieved by non-redressal of his grievances under sub-section (5) of the said Act, may make a representation for the redressal of his grievance to an authority to be known as Ombudsman to be appointed or designated by the Hon'ble State Commission.

b) Regulation No.3 of 2016 under clause 18 r/w clause 19.2 also deal with presentation of a representation to the Vidyut Ombudsman against the order of the Forum within 30 days from the date of receipt of the order of the Forum.

c) Though the caption of G.T.C.S.14.9 reads as 'appeal before Vidyut Ombudsman', it is crystal clear from the wording employed under the said clause No.14.9.1 of GTCS, that **'the consumer may make only a representation to the Vidyut Ombudsman if the consumer is not satisfied with the decision of the Forum'**.

d) **The Hon'ble APERC by order dated 02.03.2021 issued 'Practice Directions' wherein it is categorically held that 'the Vidyut Ombudsman does not sit in appeal to consider a point of law alone or that he sits in judgment over the pleadings or evidence recorded before the Fora'.**

e) **As such, any of the grounds urged as regards omissions or commissions made in the order of CGRF do not fall for consideration.**

f) **Thus, this Vidyut Ombudsman has nothing to do with the merits or demerits of the order made by the CGRF.**

g) Thus, Representation to the Vidyut Ombudsman is another opportunity to the consumer to seek redressal of his grievance when he could not get redressal of his grievance before the Forum.

h) However, **without approaching the CGRF, no consumer can directly approach the institution of the Vidyut Ombudsman for redressal of his grievance since section 42 (6) of The Electricity Act, 2003 envisages that any consumer, who is aggrieved by non-redressal of his grievances under sub-section (5), may (only) make a representation for the redressal of his grievance to an authority to be known as Ombudsman to be appointed or designated by the State Commission.**

i) While, **Clause 18 (1) provides presentation of representation before the Vidyut Ombudsman by a complainant, Clause 19.2 of Regulation No.3 of 2016 envisages that a representation may be filed before the Vidyut Ombudsman against the order of the Forum within 30 days from the date of receipt of the order of the Forum.**

j) Section 42(5) of The Electricity Act, 2003, mandates for establishment of CGRF by the Distribution Licensee for redressal of grievances of the consumers in accordance with the guidelines as may be specified by the Hon'ble State Commission.

k) Therefore, it is for the parties to the representation to lead the necessary evidence and put forth their contention afresh before the Vidyut Ombudsman, and the Vidyut Ombudsman **may have to dispose of the representation basing on such material produced by the parties before the Vidyut Ombudsman without reference to the merits or demerits in the order of the Forum.**

(l) But the order of Vidyut Ombudsman shall prevail over the order of the CGRF, else there is no need to constitute Vidyut Ombudsman to redress the unsatisfied grievances of the consumers.

21. Now, the points for consideration are:

(i) Whether the representationist who is the holder of electrical service connections bearing Nos.1413300515000236 is entitled to the restoration of the said agricultural electrical connection as prayed for?

(ii) Whether the representationist is entitled to the relief of removal of electrical poles said to have been planted in his land for supply of power to the land relating to Kanda family as prayed for?

(iii) Whether the relief of restoration of service connection

(iv) To what relief?

POINT NO.(i): Entitlement to reconnection:

22. The contention of the representationist is that he was the holder of electrical service connection bearing No.20347431004001242 released by the APEPDCL authorities to his agricultural Bore on 23.07.2006 and while so, consequent upon the theft of winding wire of his transformer during the night of 09.09.2006, FIR was registered in crime No. 93/2006 on 21.09.2006 and once again the winding wire in his transformer was committed theft on 12.12.2015 and in the said connection another FIR in Crime No.195 of 2015 was registered and consequent upon these recurrent thefts, the then Additional Assistant Engineer, Gollaprolu delivered the

transformer to the Complainant for its retention with a promise to restore the service connection as and when desired by the complainant, and on obtaining such undertaking letter from the complainant in the name of the Assistant Divisional Engineer, Pithapuram, he delivered the transformer to him and as such the complainant has been in possession of the said transformer and the meter bearing No.MNO015 68094 but later, there was no response from the authorities for the requests for reconnection and finally, the AE removed the electrical instruments present on the pole and also the conductor (relating to his service connection) and hence, on 20.08.2020 the complainant sought for the reason for removal of those instruments from the pole from the AE under RTI Act, but there was no response and therefore, on 20.09.2020, an appeal under RTI Act was preferred to the DE/O/KKD but there was no reply from him also.

23. The representationist seeks restoration of his agricultural service connection bearing No.1452530706001242 for which the agreement was already terminated under the original of Ex.P11 dated.23.01.2021. Ex.R3 is also the copy of the same document date 23.01.2021.

24. There is no dispute with the fact that the said service connection was released to the representationist. There can be no dispute with the fact that consequent upon commission of theft of winding wire of the transformer, the then Additional Assistant Engineer presented a report on 21.09.2006 in Crime No.93 of 2006 as is evident from Ex.P3 copy of FIR in the said crime and its connected sketch of the scene of offence under the copy of Ex.P4 which discloses that the said scene of offence as at the land of this representationist.

25. But his present service connection was said to have been released in the year 2012 as alleged by the respondents and as is evident from Ex.R1.

26. Similarly, there can be no dispute with the fact that consequent upon commission of theft of winding wire of the transformer, the complainant presented a report on 12.12.2015 resulting in Crime No.195 of 2015 as is evident from Ex.P5 copy of FIR in the said crime.

27. It is the version of respondent No.1 that the first respondent who joined in the said post on 06.05.2022 inspected the field relating to the representationist situate in S.No.264/2 in Chendurthi village and did not find 16kVA DTR in the above premises and that the conductor and other DTR structure materials were also not available and that there were only 7 numbers 8mts poles present in the said land idly. Commission

of theft of Transformer on 22.10.2015 was alleged by the respondents. In fact it was not the transformer that was committed theft and it was only winding wire as is evident from the Ex.P5. As is evident from the counters of the respondent Nos. 2 to 4, consequent upon the theft of transformer **another transformer was kept in the field without giving connection**. Commission of theft of transformer as alleged by the respondent Nos. 2 to 4 is incorrect, since the report was given complaining theft of winding wire in the transformer.

28. Whatever it may be, it is evident that the transformer was kept in the field of the representationist without giving connection. It is also the version of the representationist that the then AE delivered the transformer to his custody by obtaining a letter acknowledgment therefor and to give connection as and when desired by the representationist but the respondents did not respond to the said letter said to have been obtained by the department from the complainant.

29. A perusal of Ex.R4 which is the xerox copy of letter from the Assistant Executive Engineer to the Junior accounts officer to place certain service connections including the service connection of this representationist which was referred at S.No.11 in NB (No billing) status on the ground that there was no meter and no bore.

30. CGRF in para 13 of its order for which Ex.P2 and Ex.R5 are the xerox copies made a mention that the service connection was disconnected at the request of the complainant/representationist since there was no bore or meter for which the representationist seriously objected and stated that he never made any request.

31. Whether such a request was really made by the complainant is also necessary for the purpose of settlement of this matter before this Vidyut Ombudsman.

32. What was marked as Ex.B1 before the Forum is the proceedings dated 23.01.2021 which is also marked in this case as Ex.R4. The Executive Engineer who made the said proceedings made mention of the same in second para of the said proceedings while referring to the status of the said service connection. Under the said proceedings the termination of the LT agreement was ordered.

33. Respondents did not place any material to show that the representationist at any time submitted any letter seeking disconnection much less on the ground that there was no bore or meter.

34. It is not to be understood, if there was no bore or no meter, as to why the consumer made any application for service connection and as to how the DISCOM authorities released service connection.

35. In the instant case as seen from the details of this service connection under Ex.R1, this service connection with 10HP contracted and connected load was released under 3LT Agriculture-Non Corporate Farmers with DSM in the land in S.No.264/2 on 1st March, 2012 and the same was placed in the Bill Stopped status on 30.01.2021.

36. The contents in the counters of the respondent Nos.2 to 4 reveal that on account of commission of theft of the transformer, a new transformer was left in the field without giving connection. It is the contention of the representationist that the Transformer was given to him by the then AE. It is for the department to give connection on installation of the transformer. **Admittedly, when new transformer was supplied, the DISCOM authorities did not give any connection. Without giving connection how the DISCOM authorities raised bill or alleged that the representationist did not pay the bills is inexplicable.**

37. As it is a free agricultural connection, there is no need to pay any charges for the power consumption, but the consumer has to pay minimum charges at Rs.180/- for a period of six months. It is the benefit provided to the agriculturists to enjoy the power for farming without making any payment but to pay only a sum of Rs.30/- per month once in six months towards customer charges. But the contention of the respondents is that the representationist was due to pay a sum of Rs.180/- prior to the commission of theft and thereafter he did not pay any amount.

38. It is an admitted fact though the DTR was supplied, it was not connected to the service line. When no connection was given, how the DISCOM authorities claim even customer charges is inexplicable. It is the duty of the DISCOM authorities to provide him connection before making any demand for payment of any charges.

39. No doubt true, the fixed and minimum or customary charges are payable by a consumer even after disconnection if made for non-payment of consumption charges so long as the agreement continues. But in the instant case the disconnection naturally took place whether it was on account of the theft of the winding wire in the transformer or the transformer. When new transformer was supplied, admittedly it was not connected to the service line.

40. Can a farmer who is a beneficiary under the Government scheme for availing free energy by paying a sum of Rs.30/- per month once in 6 months, be demanded those fixed customer charges at Rs.30/- without giving supply to him is an intriguing question. Its answer or clue for its answer cannot be found in GTCS since such contingency of disconnection by theft of transformer wire or transformer and the

consequent failure of the DISCOM to provide him connection to the new transformer supplied, could not have been visualized.

41. When the DISCOM authorities did not give him connection on supply of new transformer in place of the one committed theft (whether its winding wire or the transformer itself as alleged by the representationist and the respondents respectively), it is the sufferance imposed on the consumer by the DISCOM authorities. Besides it, mulcting him with the liability to pay the minimum/customary charges is nothing but double jeopardy. Further, that it was bill stopped is further exacerbation and subsequent termination of the service connection unilaterally is injudicious.

42. In fact, the said service connection was bill stopped at the instance of the then AE on the ground that there was no meter or bore but not for nonpayment of the charges. If really, there was no bore or meter, by 17.12.2020, how the DISCOM authorities released service connection or supplied transformer would be a mysterious fact. Further where was the need for a consumer getting a service connection by spending a lot without any bore would be another question.

43. Further, though there is no date apparent on Ex.P6 letter sent to the AAE by registered post, the representationist questioned and sought for the reason for removal of the material on the electrical poles installed in his land for his bore without his knowledge. He sent an appeal dated 20.09.2020 since there was no response from the AEE for his RTI application. Therefore, Ex.P6 must be anterior to the Ex.P7 RTI appeal made to the Divisional Engineer. According to the representationist it was sent in the month of August, 2020. Therefore, even before the month of September, 2020, the representationist sent RTI application seeking the reason for removal of material on poles connected to his service connection released in his land. There was no reply from the authorities for the same as alleged by the consumer and there is no denial of the said contention from the respondents.

44. Though this Vidyut Ombudsman is not an authority under RTI act for the evasion of reply from the concerned authorities, it is evident that the representationist brought to the notice of the DISCOM authorities that the materials on the poles in his land were removed without his knowledge and sought for the reason for such removal and an RTI appeal was also presented before the Divisional Engineer by registered post during September, 2020 itself. Therefore, the grievance of the consumer for such removal was brought to the notice of the DISCOM officials even prior to September, 2020. While so, the proceedings of the Executive Engineer for

termination of the agreement were issued on 23.01.2021 as is evident from Ex.P11 or Ex.R3 which are the copies of same document.

45. In the 3rd para of Ex.R3 it is contained that "The service was disconnected on Dt.01.01.2021 due to consumer requested (no bore and no meter) for termination of service."

46. Thus, this allegation that the service connection was disconnected on 01.01.2021 is contrary to the facts. Even in the counters of the respondent Nos. 3 and 4, it is categorically stated that though, the new transformer was supplied after the then existing transformer was committed theft, it was not connected. Therefore, since the commission of theft of transformer in the year 2015, the supply stood disconnected. Though new transformer was supplied it was not given connection admittedly. Even by the month of September, 2020, the materials on the poles were removed as is complained by the representationist and sought for reason for the same under Ex.P6 and Ex.P7 appeal since there was no response from the then A.E. Of course, it is not the case of the DISCOM that there was any response for the said Appeal presented under RTI Act. Thus, since the commission of theft of transformer winding wire or transformer in the year 2015, there was no supply of power to the service connection of the representationist and the pole materials were also evidently removed by the month of September, 2020 but these proceedings issued by the E.E. on 23.01.2021 discloses as if the service connection was disconnected on 01.01.2021 at the instance of the representationist.

47. The said fact that the representationist sought for disconnection for no bore and no meter cannot be believed since the representationist started questioning the DISCOM authorities for removal of pole materials relating to his service connection and the department simply maintained silence and the DISCOM authorities did not even allege to have sent reply.

48. Thus, evidently, the then authorities acted suspiciously in not providing supply and in removing the materials from the poles also even before the order of disconnection. In fact, the pole materials are not to be removed for the disconnection. It can be made only for dismantling the service connection after the termination of agreement as is stipulated under clause No.5.9.6 of the GTCS. Therefore, dismantling of this service was commenced even before the official date of disconnection and the requests of the representationist under RTI act for the reason for taking such steps fell to the deaf years of the then officials concerned.

49. Thus, the officials did not provide the consumer the connection admittedly after supply of new transformer and removed the materials on the poles also by the month of September, 2020 without any disconnection order for the best reasons known to them. Without removal of such materials, he cannot be expected to seek information under RTI Act by registered post for such removal of materials on poles and then submit RTI appeal by registered post.

50. This contention that the representationist sought for disconnection of his service on the ground of no meter and no bore apparent in Ex. R4 dated 17.12.2020 does not appear to be truthful.

51. Further, a perusal of Ex.R3 the copy of which fell consideration before the CGRF under Ex.B1 as seen from Ex.P2 and Ex.R5 which are the copies of the order rendered by the CGRF, reveals that the references made there under are a letter dated 11.01.2021 from AAO and another letter from AEE dated 17.12.2020. The second reference there under is nothing but Ex.R4. **It is conspicuous to note that there was no reference in Ex.R3 to any letter from the representationist seeking disconnection.** The words "no bore and no meter" are the words taken from the Ex. R4 but the said Ex. R4 does not contain any mention that the representationist in this case whose service connection was referred at S.No.11 did make any request for disconnection much less on the said ground of "no meter and no bore."

52. Further, even in this case, when the contention of the representationist is categorical that he did not seek any such disconnection, if there was any such letter of request from this consumer seeking disconnection, the respondents ought to have submitted the said letter to disprove the case of the representationist. The said fact itself belies the version of the respondents that the disconnection was made at the instance of the representationist.

53. It is not alleged even in the counters in this case that there was no bore. Delivery of new transformer after commission of theft of wire or transformer is an admitted fact. In fact, what is the enjoyment or necessity for the consumer to spend money and time in sending series of RTI applications for the information as to the reason for disconnection, in filing a case before the CGRF and again a representation before this Vidyut Ombudsman if really he desired to have a disconnection is also a factor to belie the contention of the respondents. The whole episode that the disconnection was made at the instance of this consumer is nothing but tissue of falsehood as is evident from the circumstances or the reasons narrated supra.

54. Ex.R6 is the copy of the notice issued by the CGRF in C.G.No.152 of 2023 to the respondents there in who are arrayed as respondents in this matter. Notice issued by the CGRF to them in the matter before it, carries no merit in this case. It cannot clinch the issue.

55. Ex.R7 is the copy of the application submitted by this representationist before the CGRF. Its annexure which carries the details of the case is also marked as Ex.P1 on behalf of the representationist. It also does not clinch the issue. There is no inconsistency in his pleadings or case of the representationist as regards this disconnection of his service connection. As such Ex.R7 makes no merit in this case as regards this plea of disconnection.

56. Similarly, Ex.P8 copy of RTI Application dated 07.06.2023 for supply of his own applications submitted to various authorities, Ex.P9 copy of RTI application dated 04.07.2023 said to have been presented to the CGRF, Ex.P10 copy of RTI application dated 07.06.2023 and Ex.P12 copy of appeal under RTI Act dated 24.07.2023 have no bearing on the issue involved in this matter and as such the same cut no ice in this case. Therefore, these Ex.P8 to Ex.P10 and Ex.P12 bear no merit.

57. On examination of facts alleged by both sides, the allegation that the representationist did not pay the charges payable in every six months does not appear to be proper since he was not given supply since the new DTR supplied to him was not connected to the electrical line. Further, the allegation that he sought for disconnection on the ground that no meter and no bore is also found to be a myth and the authorities at their whims and fancies caused disconnection and later terminated his LT agreement.

58. But, keeping aside the aspect of limitation contemplated under clause 10.2 of the Regulation No.3 of 2016 which is only applicable to the CGRF and Vidyut Ombudsman and not applicable to the other forums if any competent to deal with these cases, **there lies one allegation made by the representationist in his representation or the complaint before the CGRF which hinders him from obtaining the relief of restoration.**

59. Be as it may, there appears one hurdle for the representationist to succeed in this case for restoration of supply besides the aspect of limitation. The representationist alleged in his detailed representation that while supplying the transformer to him consequent upon theft of transformer in the year 2015, the then

AEE obtained a letter from him for retention of the DTR with him and to give connection as and when required by him.

60. Of course, he alleged that despite his requests, there was no supply of power. The same allegation is found in Ex.P1 which is said to be the copy of the complaint presented before the CGRF.

61. In fact, it is not the case of the respondents. Respondents did not produce any such letter said to have been obtained by the then AEE from this representationist. Further, the respondents did not allege that the representationist ought to have sought for reconnection pursuant to the said letter and as such they did not give connection. Further the respondents did not allege that they have permitted the representationist to retain the Transformer and the meter. The contention of the 1st respondent in his counter is that when he visited the same were not present on the field of the representationist and the material on the poles were also removed. **Of course the respondent Nos. 3 and 4 contended that the new DTR was kept in the field of this representationist but connection was not given.**

62. Therefore, it is not the case of the respondents that the representationist gave any such letter as alleged by him. If there is any such letter, the DISCOM would not have filed to press the same to negate the relief to the representationist.

63. However, whether or not, the representationist made the said statement for any reason to his wisdom, he cannot go beyond his own statement, and I am unable to find any reason to get over the same though I am of the view that such letter could not have been present for the reasons assigned supra. The DISCOM alleged that the last payment made by the consumer was at Rs.367/- on 31.12.2014. The transformer was committed theft on 22.10.2015. These charges are payable once in 6 months. Therefore, he ought to have paid these charges after 6 months period but evidently, he did not pay the same. He did not produce any record to show that he paid the said bill. Thereafter, before another billing date, there was disconnection on account of theft of transformer. Though new transformer was supplied, the same was not connected and power was not restored. If the disconnection was made for non-payment of charges, the consumer is liable to pay these customer charges and other charges. But here the department did not connect the transformer though the same was supplied. Therefore, generally the DISCOM cannot be expected to demand charges.

64. But, when the representationist alleged that the AEE obtained a letter from him to retain the transformer and to give connection at his wish, it is for him to show that despite his requests the DISCOM authorities did not connect the transformer to restore supply. Of course, he alleged that he made oral demands but the department did not restore supply connecting the newly supplied DTR.

65. As the connection was not restored for years together, he cannot be expected to keep quiet without issuing any written demand to the authorities for supply of power by connecting the DTR available with him if really he intended reconnection or if really made any oral demand for the reconnection. If there was no such letter written to the Department as alleged by him to obtain supply as and when desired, it would be the fault of the department and the circumstances narrated supra as regards the said disconnection of supply or termination of agreement would have made him entitled to restoration of power supply. But when he did not place any written material having given a letter as alleged by him to have the supply as and when desired, his failure to pay the fixed charges for years together, makes him responsible for the disconnection whatever the irregularity or suspicious circumstances in which his service agreement was terminated.

66. Termination of LT agreement on account of disconnection was dealt under clause 5.9.4.1 and 5.9.4.3 of GTCS. For causing termination of the agreement 3 months notice had to be given to the consumer. Of course, as provided in the proviso thereunder, when no such notice was given, the consumer is exempted from payment of minimum charges for a period of 4 months.

67. Thus in view of the self-statement of the representationist that he gave a letter to seek connection for restoration of supply, he is obligated to pay the fixed charges. Further, there is no written material to show that at any time after 2015, he required the DISCOM authorities to restore supply. He did not place any material to have paid those minimum customary charges at Rs.180/-per six months period after 2014, he is not entitled to the restoration of power supply despite the irregularities in the actions of the DISCOM authorities in recording disconnection or in terminating the agreement. Therefore, the representationist is not entitled to the restoration of supply of power under his service connection bearing No.1452530706001242.

68. This point is accordingly answered against the representationist.

Point No:(ii): Relief as regards the poles said to have been planted in the land of the representationist for supply of power to the land of one Kanda Satyavathi:

69. It is the contention of the representationist that in the southern portion of his land, some electrical poles were found on 01.04.2023 for the supply of energy to the land belonging to Kanda Satyavathi w/o Kanda Mahalakshmi r/o Vannepudi, and another line was laid in the northern side portion of the land of the complainant, and thus his land is filled with the electrical poles both in southern side and northern side.

70. Ex.P4 sketch relates to their lands. Ex.R2 sketch relates to the location of the lands and poles. It is the contention of the respondents that the representationist did not file any survey report to show that any pole was planted in his land for supply of power to the land of Kanda Satyavathi. Further, it is stated that when the representationist contended that two poles were planted in his land, the same were shifted from out of his land to his satisfaction.

71. The representationist during hearing also unequivocally stated that two poles were shifted from out of his land, and that there is no pole planted for supply of energy to the land of Kanda Satyavathi present in his land presently.

72. Therefore, no material is placed by the representationist to show that any pole planted by the Department was located in his land. Further, he stated unequivocally during the hearing that he objected as regards two poles and the same were shifted out of his land and that no pole planted for supply of power to the land of Kanda Satyavathi is present in his land presently. Therefore, there is nothing to be examined as regards this relief of removal of poles sought for by the representationist since it was already resolved admittedly. Therefore, his representation as regards the removal of poles deserves to be dismissed since the same was said to have been resolved already.

73. This point is accordingly answered.

Point No.(iii): Limitation for the relief of restoration of connection:

74. The representationist seeks restoration of his agricultural service connection bearing No.1452530706001242 for which the agreement was already terminated under the original of Ex.P11 dated.23.01.2021. Ex.R3 is also the copy of the same document date 23.01.2021.

75. The legality of the said order is different. There is limitation prescribed for the Forum to entertain an application for redressal of grievance under clause 10.2 of the Regulation No.3 of 2016.

76. What is the limitation period prescribed under Regulation No3 of 2016 for filing a complaint before a CGRF and whether such limitation period for filing a complaint before the CGRF do fall for consideration before the Vidyut Ombudsman are the issues to be looked in to in this matter.

77. A perusal of 'clause 10.2.c' of Regulation No. 3 of 2016 reveals that it contemplates that where the complaint has been submitted beyond two years after the date on which the cause of action has arisen, it is liable to be rejected.

78. In fact clause 10.2 reads that the Forum may reject the complaint at any stage under the following circumstances, and there under the circumstances in detail under which the complaint could be rejected were incorporated under sub clauses '(a)' to '(d)'.

79. Thus, the fulcrum of the issue of the maintainability of this complaint for the relief relating to the restoration of power supply revolves around the proscription contemplated under clause No. 10.2 of the Regulation 3 of 2016.

80. As such, it is of imminent necessity for **incorporation** of the said clause hereunder.

Clause 10.2 of Regulation No.3 of 2016 reads as follows:

"10.2 The Forum may reject the complaint at any stage under the following circumstances:

a) in cases where proceedings in respect of the same matter and between the same Complainant and the Licensee are pending before any court, tribunal, arbitrator or any other authority, or a decree or award or a final order has already been passed by any such court, tribunal, arbitrator or authority:

b) in cases which fall under Sections 126, 127, 135 to 139 and 152 of the Act:

c) in cases where the complaint has been submitted beyond two years after the date on which the cause of action has arisen and

d) in cases where the complaint

i) does not disclose a cause of action:

ii) appears ex-facie to be barred by any law: or

iii) is re-presented without rectifying the defects for the correction of which it was returned or beyond the time specified in the endorsement of return.

Provided that no complaint shall be rejected unless the Complainant has been given an opportunity of being heard”.

81. For consideration of the 'mandatory' or 'discretionary' nature of the proscriptions contemplated under the said clause 10.2 of the Regulation 3 of 2016, the interpretation of the word '**may**' couched in clause 10.2 becomes pivotal. It is well settled in law that while considering any provision, where the word 'may' is couched in such provision of law, cannot always be construed as discretionary.

82. The word 'may' used in any clause or Act shall have to be interpreted in the context that occurred in the said provision. Thus, depending upon the context of its use in the provision, it shall have to be interpreted whether the word 'may' couched in the said provision is only 'discretionary' or 'mandatory'.

83 . Hon'ble Supreme Court of India in the case in between 'Mohan Singh and others Vs International Airport Authority of India and others', reported in 1997 (9) SCC 132 laid down that the directory or mandatory nature of the words 'may' or 'shall' would depend upon the language couched in the Statute under consideration and its object, purpose and effect.

84. The circumstances contemplated under the said clause leading to rejection of the representation are set out supra.

85. Here under, I shall analyze the proscriptions contemplated under the said clause, and the nature of those proscriptions to arrive at the context under which the word 'may' was used in the said provision.

86. Thus, when the same subject matter is pending or decided by some other court or forum, though the word '**may**' was used, the Forum cannot be expected to hear and decide the same once again even if its intended order is in consonance with the decision of the court. If its intended order is repugnant to the said earlier decision rendered by such court or forum, the Forum cannot be held to have any jurisdiction to entertain and decide the dispute against the judgment rendered by any Court or other Forum. As such when already any other court or forum has seized in the matter, and when it is pending before any other Court or Forum also, this Forum cannot entertain the dispute for rendering a decision. **As such, the word 'may' in the said circumstances shall have to be construed as 'mandatory' but not 'discretionary'.**

87. Similarly, where the grievance sought to be redressed is barred by law, in such a case also, the Forum cannot hold that the word 'may' used in this provision is 'discretionary' and that it can entertain any representation though barred by law.

88. Sub clause (b) deals with the proscription where the matter falls under sections 126, 127, 135 to 139 and 152. As regards sections 135 to 139 are concerned, Special courts are constituted. As such, the Forum cannot entertain such dispute when the Statute mandated that it shall have to be decided by a special court.

89. Sections 126 and 127 do also occur in the same sub-clause. Sections 126 and 127 which deal with the assessment for unauthorized use of electricity provide provisional assessment, final assessment and an appeal under the said Act. The Electricity Act under section 127 (4) confers finality to the said order of appellate authority. Thus, the word 'may' occurred in this provision cannot also be read differently as regards to the disputes relating to these sections referred in the same sub clause.

90. Sub clause '(d)' of Clause 2 of Regulation 10 also deals with the situations where there is no cause of action or where the complaint was barred by any law and where the complaint was represented without complying the objections. When there was no cause of action or where there was proscription under any law forbidding entertainment of any application for any relief, naturally the Forum cannot entertain such dispute for such proscribed relief.

91. Clause 10.2.(c) prescribes rejection of complaint when it is presented after lapse of two years from the date when the cause of action arose.

92. Thus, as is demonstrated supra the word 'may' used in the said clause cannot but be construed as 'mandatory' and no discretion was left in the adjudicating authority.

93. In fact, the word '**may**' had to be occurred in the said provision though all the proscriptions contemplated under the sub clauses there under are mandatory, for the reason that the power conferred on the Forum for rejection of such case could be exercised '**at any stage**' of the said proceedings.

94. Similar provision is also incorporated under clause 19.3 of Regulation No.3 of 2016. All the other circumstances incorporated in the said clause 19.3 of the said regulation barring this 'two years period of time stipulation' are common as that of the circumstances contemplated under Clause 10.2. **Clause No.19.3 is applicable**

to the Vidyut Ombudsman. **Clause 10.2 is applicable to the Consumer Grievances Redressal Forum.**

95. The reason behind non-incorporation of the said clause as regards the limitation to file a complaint before CGRF under clause 19.3 is that such time stipulation cannot be applied to the Vidyut Ombudsman for filing representation since it is not the **first redressal Forum**. The persons, who opine that their grievances were not redressed in the CGRF, can only make any representation to the Vidyut Ombudsman and 30 days period of time stipulation was contemplated for making such representation before the Vidyut Ombudsman after receipt of the order from the CGRF. **Thus, to move Vidyut Ombudsman, it is a prerequisite to move the CGRF concerned. Therefore, if the complaint is unsustainable before the CGRF on the ground of expiry of period of limitation prescribed, the Representationist/complainant before the Vidyut Ombudsman shall also fail since any Representationist cannot succeed on such time barred complaint. As such, it is imperative for the Vidyut Ombudsman to examine the same though it is not incorporated in Clause 19.3 of the said regulation, for the reasons assigned supra.**

96. Therefore, such limitation depending upon the date of cause of action can **only be contemplated for moving the first Forum but not to the next forum.** Yet, the limitation contemplated for filing a **complaint** before the first forum must also be examined by the next higher Forum. Though the Vidyut Ombudsman is not described as appellate authority, yet it is a higher authority since no one can approach the Vidyut Ombudsman directly without first seeking redressal before the CGRF initially, and such representation may have to be filed **against the order of the Forum** as is prescribed under Clause 19.2 of Regulation No.3 of 2016.

97. If it is held that the two years period of time stipulated for filing a complaint before the CGRF does not fall for consideration before the Vidyut Ombudsman, there would be no meaning or sanctity in stipulating such limitation for filing a complaint before the CGRF. If such an interpretation is given, the said limitation prescribed for filing a complaint before CGRF results in otiose and such an interpretation would render the provision in futility. Therefore, such interpretation which renders a provision nugatory cannot be accepted or adopted.

98. Therefore, if the complaint is not maintainable before the CGRF on the ground of expiry of period of limitation contemplated under clause 10.2 (c) of the Regulation 3 of 2016, the said ground of limitation shall have to be looked in to by the Vidyut

Ombudsman also. If it was a time barred litigation, its result cannot be different before the Vidyut Ombudsman also.

99. Thus, besides the proscriptions contemplated under clause 19.3 of the said regulation, it is fundamental and indispensable for the Vidyut Ombudsman to examine whether or not, the complaint presented before the CGRF was within the time stipulated under clause 10.2. (c) of the said regulation.

100. Thus what has to be seen is the date of termination of agreement and the filing of this case before the CGRF. As stated supra, the service connection agreement relating to this representationist was terminated by the proceedings dated 23.01.2021 as is evident from Ex.P11 and Ex.R3 which are the xerox copies of the said order of termination of the agreement. Therefore, the cause of action arose for the representationist to move the CGRF on 23.01.2021. Of course, the date of disconnection alleged by the respondents is anterior to this date of termination of agreement. As is mentioned in Ex.P11 and Ex.R3 the disconnection was said to have made on 01.01.2021. Ex.R7 is the copy of the Complaint presented before the CGRF. It is dated 05.05.2023.

101. Therefore, evidently, the complaint before the CGRF for restoration of the power supply under his service connection was filed beyond the period of two years period of limitation which arose on 23.01.2021 on which date the agreement was terminated.

102. Thus the complaint before the restoration of supply of power was made beyond the two years period of limitation prescribed to file a complaint from the date of arising cause of action under Clause 10.2 of the Regulation No.3 of 2016 and as such this representation for restoration of supply of power under his service connection is barred by time.

103. His entitlement or otherwise for the said claim on facts is different from the maintainability on the ground of limitation. The entitlement or otherwise of the claim of the representationist for restoration of power supply was dealt under Point No.(i).

104. This point is accordingly answered.

Point No.(iii): To what relief:

105. In view of my findings on point Nos.(i) to (iii), this representation entails in dismissal.

106. This point is accordingly answered against the representationist.

RESULT:

107. In the result, this representation is dismissed. In the circumstances of the case, both the parties are directed to 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 7th day of September, 2023

**Sd/-Vinnakota Venkata Prasad
VIDYUT OMBUDSMAN-AP**

Documents marked on behalf of the Representationist

Ex.P1: Xerox copy of the complaint said to have been presented before the CGRF.

Ex.P2: Xerox copy of the Order dated 19.06.2023 made in C.G.No.152 of 2023 on the file of CGRF,APEPDCL,Visakhapatnam.

Ex.P3: Xerox copy of the FIR in Crime No. 93 of 2006 on the file of GLP (may be Gollaprolu)

Ex.P4: Xerox copy of sketch connected to the Crime No.9 of 2006 on the file of Gollaprolu P.S.

Ex.P5: Xerox copy of the FIR in Crime No. 195/2015 on the file of Gollaprolu P.S.

Ex.P6: Xerox copy of the application submitted by the representationist to public information officer care of Additional Assistant Engineer, APEPDCL, Gollaprolu, East Godavari District under RTI Act along with Registered Post postal receipt.

Ex.P7: Xerox copy of the 1st appeal dated 20.09.2020 submitted by the representationist to the Divisional Engineer, Kakinada, E.G. District along with the copy of Registered post postal receipt.

Ex.P8: Xerox copy of the application dated 07.06.2023 submitted by the representationist to public information officer APEPDCL, Visakhapatnam under RTI Act along with Registered Postal receipt.

Ex.P9: Xerox copy of the RTI Application dated 04.07.2023 submitted to the Public Information Officer, CGRF, Visakhapatnam along with Registered Post postal receipt.

Ex.P10: Xerox copy of the application dated 07.06.2023 submitted by the representationist to Additional Assistant Engineer, APEPDCL, Gollaprolu, East

Godavari District along with Registered Post postal receipt seeking restoration of power supply to LT service connection.

Ex.P11: Xerox copy of the proceedings of APEPDC in EE/O/KDA/AEE-P/F-15/D.No.1396/20: DT.23.01.2021 said to have been issued to the Representationist .

Ex.P12: Xerox copy of the 1st appeal dated 24.07.2023 submitted by the representationist to the CGRF, Visakhapatnam.

DOCUMENTS MARKED ON BEHALF OF THE RESPONDENTS

Ex.R1:Xerox copy of the details of the service connection of the representationist.

Ex.R2: Sketch of the field relating to the representationist and one Kanda Satyavathi.

Ex. R3: Xerox copy of the proceedings of APEPDC in EE/O/KDA/AEE-P/F-15/D.No.1396/20: Dt.23.01.2021 said to have been issued to the Representationist .

Ex. R4: Letter from the Assistant Engineer, Operation, Gollaprolu Dated 17.12.2020 addressed to the Junior Accounts Officer to place various service connections including the service connection of this representationist under S.No.11 under NB on the ground that there was no bore and No meter.

Ex.R5: Xerox copy of the Order dated 19.06.2023 made in C.G.No.152 of 2023 on the file of CGRF,APEPDCL,Visakhapatnam.

Ex.R6: Xerox copy of the notice for written submissions said to have been issued by the CGRF in C.G.No.152/2023.

Ex.R7: Xerox copy of the application dated 05.05.2023 said to have been presented before the CGRF but it is the copy submitted to the Vidyut Ombudsman

**Sd/-Vinnakota Venkata Prasad
VIDYUT OMBUDSMAN-AP**

Copy to

1. Sri Kotikalapudi Ravi, D.No.9-6-6, Golivari Street, Samalkota, Kakinada District, 533440
..... Representationist.
2. The Assistant Executive Engineer/ Operation/ APEPDCL/ Gollaprolu,
3. The Assistant Accounts Officer/EPDCL/ERO/ Samalkota
4. The Deputy Executive Engineer/ Operation/ APEPDCL/ Pithapuram.
5. The Executive Engineer/ Operation/ APEPDCL/Peddapuram --Respondents.

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

Copy submitted to

7. The Secretary, Hon'ble APERC, 11-4-660, 4th Floor, Singareni Bhavan, Red Hills, Hyderabad.