

BEFORE THE VIDUYUT OMBUDSMAN  
Andhra Pradesh :: Hyderabad

:: Present ::

N. Basavaiah, B.Sc, B.L.

Date: 20-02-2017

Appeal No. 36 of 2016

Between

M/s. Sri SeetharamaBhaktanjaneya Food Processing Pvt. Ltd., C/o K. Surya Chandra Rao, Lakshmi Durga Diesel & Petrol House, Goods Shed Road, Near Old Bus Stand, Eluru.

...Appellant/ Complainant

And

1. The ADE/Operation/Tadepalligudem-Rural/APEPDCL/West Godavari
2. The DE/Operation/Tadepalligudem/APEPDCL/West Godavari
3. The SAO/Operation/Eluru/APEPDCL/Tadepalligudem/West Godavari
4. The SE/Operation/Eluru/APEPDCL/West Godavari

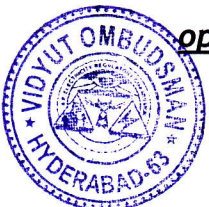
... Respondents

The above appeal- representation filed on 14-12-2016 has come up for final hearing before the Viduyut Ombudsman on 06-02-2017 at Eluru. The complainant, as well as the respondents 1 to 4 above was present. Having considered the appeal, the submissions made on behalf of the complainant and the respondents, the Viduyut Ombudsman passed the following:

**ORDER**

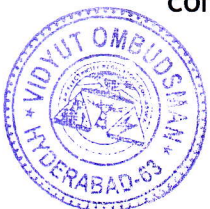
1. This appeal has been preferred by the appellant-complainant against the order **dated.14-11-2016 in C.G.NO:126/2016/ West Godavari**, passed by the **Forum for Redressal of Consumer Grievances in Eastern Power Distribution Company of A.P Limited, Visakhapatnam**, whereby and where-under the above Forum passed the order as follows:

**"Hence for all the reasons discussed supra the FORUM is of considered opinion to pass the following order:**



- i) That the complainant/consumer is not liable to pay interest on minimum charges accrued from the date of disconnection till the date of termination of the agreement in respect of the subject matter of the service connection.
  - ii) That the complainant/consumer is liable to pay interest in terms of clause 6.7 of terms and conditions of Tariff Orders on the current consumption charges till the date of disconnection of the service.
  - iii) That the 4<sup>th</sup> respondent is hereby directed to work out afresh the current consumption charges due till the date of disconnection of service and interest thereon up to date, minimum charges from the date of disconnection till the date of termination of agreement and issue fresh notice to the consumer.
  - iv) That on receipt of such notice the compliant/consumer shall pay the amount within one month from the date of receipt of notice.
  - v) The DISCOM is at liberty to invoke clause 18 of General Terms and Conditions of supply (GTCS) for recovery of the amount.
- Accordingly, the complaint is disposed off.”

2. The undisputed facts are that High Tension Service Connection No.453 was obtained from the respondents in the name of the complainant, a private limited company at Gopinathapatnam village, Ungutur Mandal, W.G.District, and the above connection was disconnected on 30/07/2007 for non-payment of cc charges as the industry was closed, that thereafter, the above service connection was treated under no billing status from 29-11-2007 after adjusting the security deposit amount of Rs. 5.25 lakh, that the fourth respondent demanded the complainant as per the demand notice dated.29.12.2007 to pay the balance amount of Rs. 9,11,960/-, that the complainant made a representation for restoration of supply and permission



*[Handwritten signature]*

for restoration of supply was accorded on 25-03-2008 with a certain condition, but, the consumer did not avail the opportunity, that in 2009, the complainant again requested time for payment of dues in 10 instalments while seeking restoration of supply but the same was not considered by the licensee, that notice was issued on 22-09-2009 under the RR Act for recovery of dues and on the request of the consumer, the licensee granted time till the end of January, 2006 for payment of the arrears but the complainant failed pay the amount, that again on 16-08-2013, another notice was issued to the complainant demanding the consumer to pay Rs. 18,28,024/- including the surcharge of Rs. 9,16,064/- and thereafter, the complainant sent a notice dated 16-11-2015 to the fourth respondent for waiver of surcharge and for grant of five instalments to pay the outstanding amount, but the fourth respondent did not consider the same and that therefore, the complainant was filed for waiver of Surcharge amount and for granting four instalments to pay the amount besides for the issuance of 'no due certificate'.

3. The case of the respondents is that there is no merit in the case of the complainant and complainant has to pay the entire amount as stated in the demand notice.

4. No oral or documentary evidence was produced before the Forum. After considering the submissions made on behalf of both sides, the Forum passed the order as stated supra. Not satisfied with the above order, the complainant preferred this representation praying this authority to waive the penalty and expressing its readiness to pay the arrears in ten instalments.

5. One of the directors of the complainant company appeared and submitted that there is no mention as to the surcharge in the clause no. 3 of the order of the Forum, and that order of the CGRF awarding interest is not correct as the industry was sick. He also submitted that there is no need for restoration of power supply. When this authority asked the above director appeared whether notice by the licensee to the complainant given



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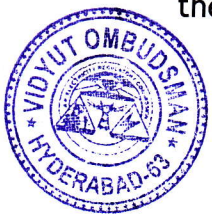
as per the clause no. 3 of the order of the Forum is in accordance with the direction given in that clause and whether he has any grievance against the direction with regard to the above clause, he submitted that he received the notice given as per the above clause of the order of the CGRF and that calculation is correctly made in the notice. He prays that the amount claimed may be reduced if it is possible and that ten monthly instalments may be given to pay the above amount due to the licensee.

6. The respondents have submitted that the amount is correctly claimed in the demand notice as per the order of the CGRF and that the relief as to granting instalments to the complainant or not, is left to the discretion of this authority. They filed the calculation memo before this authority.

**7. The following point is framed for consideration:**

Whether the representation can be upheld?

**8. Point:** It appears that the complainant-company successfully took time for ten years to pay the amount due and it did not pay single pie to the licensee though the amount due is in lakhs. In the earlier demand notice given to the complainant in 2007, some amount by way of surcharge was claimed. The clause No: 3 of the Order of the Forum does not contain the word of 'surcharge' but, the word 'interest' is used instead of the word 'surcharge'. The complainant did not produce any material supporting its submission that interest cannot be awarded as the complainant-company became sick. This is not the case of repayment of loan with interest by a sick industry to any Bank. The director of the complainant conceded that the memo calculating the amount due from the complainant to the respondents as stated in the demand notice issued by the respondents after the orders are passed by the Forum, is correct and he did not dispute the correctness and the legality of the direction given under the stated clause (iii) of the order of the Forum. The submission made on behalf of the complainant that the amount may be reduced if it is possible, needs no consideration as the complainant did not place any material to hold that the order of the CGRF including the direction given in the clause (iii) is, in



any way, in- correct and I cannot reduce the amount arbitrarily without any basis. Hence, I find no merit in this representation and the representation cannot be upheld and is liable to be dismissed. However, considering the facts of this case and the submissions made by both side as to instalments, I am inclined to grant ten monthly instalments to pay the amount claimed by the licensee as prayed for by the director of the complainant. This point is thus answered.

9. In the result, I dismiss the representation confirming the order of the CGRF, Visakhapatnam and granting ten equal monthly instalments to pay the amount due from the complainant to the licensee as stated in the calculation memo filed by the respondents commencing from 05<sup>th</sup> of April 2017 onwards. If the complainant commits default in payment of any two consecutive monthly instalments, the licensee is at liberty to recover the entire amount in lumpsum in the manner stated in the clause 18 of the General Terms and conditions of supply-2006. Considering the facts and circumstance of this case, I am not inclined to make any order as to costs.

10. This order is corrected and signed on this 20<sup>th</sup> day of February, 2017.

11. A signed copy of this order is made available at  
[www.vidyutombudsman.ap.gov.in](http://www.vidyutombudsman.ap.gov.in).

  
VIDYUT OMBUDSMAN 20/2/17

To

1. M/s. Sri Seetharama Bhaktanjaneya Food Processing Pvt. Ltds., C/o K. Surya Chandra Rao, Lakshmi Durga Diesel & Petrol House, Goods Shed Road, Eluru - 534 006.
2. The Assistant Divisional Engineer, Operation, Tadepalligudem-Rural, APEPDCL, Operation Sub-Division, Rural Tadepalligudem, at 33/11 KV HB Colony SS, West Godavari District - 534 426.



3. The Divisional Engineer, Operation, Tadepalligudem, APEPDCL, Operation Division, Near F.F.F. Ltd, Prathipadu Village, Tadepalligudem, West Godavari District - 534 146.
4. The Senior Accounts Officer, Operation, ELURU, APEPDCL, Operation Circle, Vidyut Bhavan, RR Peta, Eluru, West Godavari District - 534 002.
5. The Superintending Engineer, Operation, Eluru, APEPDCL, Operation Circle, Vidyut Bhavan, RR Peta, Eluru, West Godavari District - 534 002.

**Copy to:**

6. The Chairman, C.G.R.F., APEPDCL, P & T Colony, Seethammadhara, Near Gurudwara Junction, Visakhapatnam -530 013.
7. The Secretary, APERC, 11-4-660, 4th Floor, SingareniBhavan, Red Hills, Hyderabad - 500 004.