



BEFORE THE VIDYUT OMBUDSMAN
Andhra Pradesh :: Amaravati

:: Present ::

Vinnakota Venkata Prasad
Former District & Sessions Judge
Vidyut Ombudsman
The 11th day of November, 2022
Representation No.20 of 2022-23

Between

M/s. Vipul Aqua Hatcheries, Rep. by its Managing Partner, Sri China Appa Reddy
Dwarampudi, D.No.2-17E-61, Chinna's Latha Plaza, Venkat Nagar, Kakinada-
533003, A.P. ... Representationist

And

1. The Assistant Executive Engineer/Operation/APEPDCL/U.Kothapalli
2. The Assistant Accounts Officer/APEPDCL/ERO-Samalkota
3. The Dy. Executive Engineer/Operation/APEPDCL/Pithapuram
4. The Executive Engineer/Operation/APEPDCL/Kakinada ... Respondents

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This representation having come up for final hearing before me on 07.11.2022 through Video Conference in the presence of the complainant and the respondents 1 to 4, stood over for consideration till this day and the Vidyut Ombudsman delivered the following:

ORDER

1. Having been aggrieved by the orders dated 02.09.2022 rendered by the Forum for Redressal of Grievances of the Consumers in Eastern Power Distribution Company of A.P Limited, Visakhapatnam in C.G.No.60/2022, the complainant therein directed this present representation under clause 18 r/w 19.2 of Regulation No.3 of 2016 seeking waiver of HT shortfall billing amount of Rs.4,06,310/- and to continue its service as LT service with 99 HP contracted load.
2. The representationist also filed his detailed representation along with printed format under Annexure-II. The averments in the representation dated 07.09.2022 are as follows: IN NUSE :

(a) Service Connection relating to the representation under SC No.1452540907000315 was inspected on 12.01.2016 and the department

issued notice to the representationist on 03.12.2020 requesting it to switch over to HT and regularize the service by making billing for payment of shortfall amount of Rs.4,06,310/-. But, there was a delay of five years between the date of inspection and the notice

(b) In fact, similar notice was issued in the year 2015 after inspection and the same was rectified by paying the development charges immediately.

(c) Had there been issue of notice soon after the inspection in the year 2016, the representationist could have checked and rectified the same at the earliest, and they could have saved the shortfall amount for all these months.

(d) However, when they came to know about the excess load referred in the notice, they have installed MD control panel and set their maximum load to below 99 HP. They have explained all the above to the EE and ADE, but they forced them to pay the same by saying that their service will be disconnected which would lead to halt of hatchery operations which in turn would cause huge loss to livestock. **As such, it is requested to waive HT billing shortfall amount of Rs.4,06,310/- and continue as LT service with 99 HP contracted load.**

3. The representationist also submitted detailed representation dated 30.09.2022 with the following averments: IN EPITOMY :

(a) As mentioned in the notice dated 28.01.2016 at point No.2, the contracted load was 48.341 but they have regularized the contracted load to 99 HP in 2015 itself, and the copy of notice issued in 2014 and DD dated 2014 in evidence of the amount paid for regularization of load is submitted. The representationist also attached copies of requests for regularization in the year 2015. As seen from the inspection report at point No.8, the department observed that two 5595 blowers were installed. They have been using the blowers alternatively. A blower should not be used for more than 12 hours and as such, they usually use those two blowers one after another, in shift system.

(b) Similarly, when 11190W blower is used, both the 5595W blowers would not be used. If 11190W blower is used, the hatchery would be running in full capacity.

(c) The heaters mentioned in the report are of 2000W, but they possess only 1000W heaters. A maximum of 10 heaters will only be used at a time, that too, for 4 to 5 days in a month during the stocking time.

(d) The inspection team have simply considered the open sockets of 2000W near the tanks which are used to power their 1000W heaters.

(e) In the Lr.No.AAO/ERO/SLO/JAO.PTP/S.A-HV/ D.No.2069/20: dated 03.12.2020, it was mentioned that the Service Connection No.1452540907000315 was inspected on 12.01.2016 but required to switch over to HT for regularization of the service by paying shortfall amount of Rs.4,06,310/-.

(f) Similarly, in the year 2014 after inspection in the same month, the same was immediately rectified by paying development charges. The rest of averments are similar to that of detailed representation dated 07.09.2022.

4. Delay in re-presentation of the representation was condoned as per the orders in I.A.No.17 of 2022-23 on 21.10.2022.

5. The representation was taken on file on 21.10.2022. Notices were issued to both sides through email and post for making their appearance either personally or through agent as provided under clause 21.8 of Regulation No.3 of 2016 through video conference at 11.00 AM on 31.10.2022 and to submit the evidence if any so desired by 31.10.2022 and for hearing.

6. On 31.10.2022, the complainant was present on video conference. R1 to R3 were present on video conference. R4 was absent. Heard both sides in part. At the request of the respondents for production of further evidence, the matter was posted for production of further evidence and further hearing to 07.11.2022.

7. While so, the 2nd respondent submitted her response on 05.11.2022 to the averments made in the complaint as follows: IN NUTSHELL

(a) Service Connection No.1452540907000315, Cat.V, K.P.V. Peta, U.Kothapalli Section is having contracted load of 109.94 KVA i.e., 145.45 HP, and it was exceeding the LT limits i.e., 100 HP. Since the load was regularized from 48.34 KVA to 109.09 KVA and **the load change was effected on 23.03.2020.**

(b) In this connection, HT billing was done as per the General Terms and Conditions of Supply and shortfall units were arrived at and demand was made for the period from 04/2020 to 11/2020 to a tune of Rs.4,06,310/-. Further, a notice has been issued to the consumer vide Lr.No.AAO /ERO / SLO / JAO / PTP / SA-HV / D.No.2069/20: dated 03.12.2020. The consumer did not pay the said amount within the stipulated time. Therefore, the amount was included in the CC bill vide RJ.No.104/12-2020, dated 31.12.2020.

(c) Further, the said amount was paid by the consumer vide Receipt Nos.21021204269584, 21032704265685 dated 15.02.2021 and 27.03.2021 respectively.

8. On 31.10.2022 during hearing, xerox copy of letter dated 04.04.2015 from the representationist to the DE, APEPDCL, Kakinada, Xerox copy of notice dated 07.02.2014 for payment of development charges, Xerox copy of two receipts No.19946 and 19947 (one paper), Xerox copy of bill with payment receipts (one paper) are marked as Exs.A1 to A6 on behalf of the representationist. Xerox copy of notice dated 28.01.2016, Xerox copy of LT inspection report dated 22.01.2022 as regards date of inspection dated 12.01.2016 were marked as Exs.B1 and B2. The xerox copy of the bill for an amount of Rs.1,14,250/- which is the amount demanded under Ex.B1 is exhibited under Ex.B3 and the details of the statement as regards the amount claimed under Ex.A1 was marked as Ex.B4 during the hearing on 07.11.2022. Thus Ex.A1 to A6 were marked on behalf of the representationist, and Ex.B1 to B4 were marked on behalf of the respondents.

9. Heard both sides on virtual hearing on 07.11.2022. Perused the record.

10. Now the points for consideration are:

- (i) Whether the request of the representationist to waive the amount of Rs.4,06,310/- demanded towards HT billing shortfall amount as prayed for?
- (ii) Whether the request of the representationist to continue its service as LT as prayed for?
- (iii) To what relief, the representationist is entitled to?

POINT No.(i):HT billing Shortfall and its waiver:

11. The representationist is a firm engaged in hatcheries. The representationist is having Category III(A):Industry (General) LT electrical service connection bearing No.1452540907000315. The representationist received proceedings dated 03.12.2020 from the Assistant Accounts Officer under Ex.A1 for payment of a sum of Rs.4,06,310/- towards HT shortfall billing for the period from April, 2020 to November,2020 under clause No.12.3.3.2 of General Terms of Conditions of Supply (GTCS).

12. The reason for computing this short fall is that the officer who inspected the premises of the representationist on 12.01.2016 found that the contracted load was 109.094kVA which is equivalent to 145.45 HP and the same was exceeding the LT limit of 100 HP, and as such the service bill should be made under HT category V (C) in accordance with the new tariff for the year 2019-2020.

13. The strenuous contention of the representationist is that when the inspection was said to have been conducted in the year 2016, if it was informed to him during the self same year, the firm would have reduced the additional load, and it would not have been mulcted with such liability to make payment of huge amount. It is also contended that the machinery available in the hatcheries cannot be utilized continuously, and the same are to be used alternatively, and that inspection report discloses the assessment of load was made depending upon the socket capacity but not on the capacity of the machinery attached to the socket, and that the inspection report was not served on him, and that they were not aware of the inspection at all, and that previously in the year 2014, when additional load was found to have been utilized, during the same month notice was issued to him, and he paid the requisite amount immediately, and that there was long lapse over 4 years between the date of alleged inspection and issue of this Ex.A1 notice for payment of huge amount, and as such their firm is saddled with huge liability for the fault of the respondents, and therefore, he pleaded for waiver of the amount claimed under Ex.A1.

14. Ex.B2 is the xerox copy of the report for the inspection made on 12.01.2016. Ex.B2 reveals the appliances available in the hatcheries at the time of inspection and the load thereby connected. It is observed there in the consumer unauthorizedly connected load of 144 HP and thereby exceeded the contracted load of 64.80HP.

15. Ex.B1 is the xerox copy of the notice dated 28.01.2016 said to have been issued to the representationist calling upon him to reduce the load or to pay a sum of Rs.73,200/- towards development charges and Rs.41,000/- towards security deposit, in toto to a tune of Rs.1,14,250/- within 30 days to regularize application for regularization of this additional load. **The note reference there in requires submission of application at ERO/Meeseva along with the amount required to be paid.**

16. The representationist contended that neither the inspection report nor the notice was served on them and as such, they were not aware of the said proceedings. During the hearing when questioned, the respondents contended that the said inspection report and the notice were served on the representationist but they could not produce any document in evidence of service. However, they contended that the representationist already paid the said amount required to be paid under Ex.B1, and produced the xerox copy of the receipt by mail, and its print out is exhibited as Ex.B3 at the time of hearing.

17. When questioned, the representationist informed that the name of the payee referred therein as Sri Satyanarayana is the name of his father in law. Of course he stated that his father in law name is Sri Satyanarayana Reddy. In fact, the inspection report discloses the name of consumer as Sri Satyanarayana for the representationist hatcheries. Of course the name of the consumer is mentioned as Vipula Acqua Hatchery and the name of Sri Satyanarayana in the address column even in Ex.A6 regular bill. Thus the consumer address is in the name of said Satyanarayana evidently. The service number referred in the said receipt and the name of the consumer tally with the representationist Hatchery and his service connection. The amount paid under Ex,B3 is to a tune of Rs.1,14,250/-.

18. The said payment was made on 17.06.2016. This payment in a sum of Rs.1,14,250/- could not be expected to have been paid by any third party for the representationist. Therefore, this payment receipt under Ex.B3 for the demand made under Ex.B1 leads to deduce service of notice under Ex.B1 on the representationist and also the payment of the amount required there under by this consumer for the regularization of the additional load specified in EX.B2 inspection report.

19. Without service of such notice, the representationist could not have paid this amount. If the inspection report was not served on him, he would have agitated before payment of the said amount. In his detailed representation dated 07.09.2022, at second para the representationist categorically stated that the inspection was made on 12.01.2016 and the notice was issued in the year 2020. Therefore, no dispute as regards the said inspection can be entertained or accepted.

20. Though the said amount was paid by the representationist as admitted by the respondents, the respondents contend that he did not make any application as required in the notice through Mee-seva and in the absence of such application the additional load could not have been regularized.

21. Thus, the contention of the representationist is that he did not know about the inspection and he was not served with Ex.B1 notice cannot be given any credence in view of the payment of the amount demanded under Ex.B1 as is evident from Ex.B3. Similarly, the contention of the respondents is that the representationist did not make any application though paid the development charges, additional security amount and application charges and as such the additional load noticed under Ex.B2 could not be regularized.

22. But this contention of the respondent is also incorrect since in their response to the representation itself, **the respondents categorically admitted to have regularized the load from 48.34 KVA to 109.09 KVA and the load change was effected on 23.03.2020.**

23. Further, as seen from Ex.A1, under which this amount of Rs.4,06,310/- is demanded by the respondent towards the tariff difference between HT Category V (C) and LT Category V (C) for the period from 04/2020 and 11/2020 which is under challenge under this representation, **the contract load was mentioned therein at 109.094kVA which is equivalent to 145.45HP.** The said fact also reveals that it is the **connected load** as mentioned in the notice issued to the representationist under Ex.B1. Admittedly the development charges, additional security deposit and application charges were paid under Ex.A4, and **as such it is evident that the connected load mentioned in the said Ex.B1 notice and B2 inspection report was already regularized and as such Ex.A1 notice refers to that the contract load was at 109.094kVA.**

24. Either oblivious of the said fact or for any other reason which may be to my outercuiadance (beyond imagination), curiously or mysteriously, the

representationist contended that he was not served with any notice under Ex.B1 at all, and the respondents contended that 'the representationist did not submit any application for regularization though he received the notice under Ex.B1 and paid the same under Ex.A4 receipts, and as such, the additional load noticed under Ex.B2 was not regularized'. **But these contentions of both sides are not true facts as is evident from the documentary evidence referred supra.** In this regard the rival contentions are contrary to the record.

25. Similarly the contention of the representationist that pursuant to the alleged inspection report under Ex.B2 of the year 2016, making demand for payment of this huge amount of Rs.4,06,310/- has saddled him with such huge liability I also nothing but incorrect statement.

26. What is mentioned in the 1st para of Ex.A1 under which the impugned demand is made is:

"DPE Wing/Visakhapatnam has inspected your service on 12.01.2016 and found that the contracted load is 109.094 KVA equal to 145.45 HP and is exceeding LT limits ie 100.HP and reported that the service should be billed under HT Cat.V (C) as per new Tariff 2019-2020. And in the reference cited, LT to HT billing shortfall amount Rs.4,06,310/- for the period from 04/2020 to 11/2020 included in the next CC bill. Hence, the billing to your service ie.SC.No.1452540907000315 should be under HT CAT-V (C) as per the tariff and General Terms & Conditions of Supply clause no.12.3.3.2."

27. Evidently, the contents in Ex.A1, that "DPE/Wing/Visakhapatnam has inspected your service on 12.01.2016 and found the contracted load is 109.094 kVA equal to 145.45 HP" is incorrect and contrary to the contents in Ex.B2 inspection report.

28. What contained at page 2 of the said inspection report under Ex.B2 is that the contracted load was 64.80HP and the connected load was 144.00HP. Further, Ex.B1 notice of the year 2016, also reveals that contracted load was 48.341kVA which is equivalent to 64.80HP and the connected load was 60.753kVA which is equivalent to 109.094HP.

29. These contents themselves reveal that the afore said sentence in Ex.A1 that 'the inspection authority in the year 2016 found that the contract load was

109.094kVA which is equivalent to 145.45HP' is nothing but incorrect statement.

30. As stated supra, pursuant to the inspection, notice under Ex.B1 was issued to get the additional load found under Ex.B2 regularized, since the connected load of 109.094kVA exceeded the contracted load of 48.341kVA. As seen from the document and also from the response filed by the respondents the additional load found in the year 2016 was regularized and the regularization effect was given from 23.03.2020.

31. Therefore, what shall have to be deduced from the contents of these documents produced is that the additional load found during the inspection under Ex.B2 was regularized consequent upon making an application along with payment of the requisite development charges, additional security deposit and application charges under Ex.B3 as required under Ex.B1.

32. **In fact, the present dispute did not arise on account of the said inspection made during the year 2016 under Ex.B2.**

33. **The reason assigned by the respondents for making this billing is that where the contracted load exceeds 100HP, the billing should be made under HT as envisaged under clause 12.3.3.2 of GTCS.**

34. But, GTCS 12.3.3 applies only for 'the additional load detected but not regularized'.

35. Once the additional load is regularized, it cannot be called as 'additional load' and the entire load falls within the head of 'Contracted Load' or 'Contract load'.

36. **When it is 'Contract Load', the case does not fall within the ambit GTCS 12.3.3.2 or 12.3.3.3. It does not fall within the ambit of clause 12.3.3 of GTCS at all. As such, the clause 12.3.3 has no application for the present case.**

37. **In the instant case, the contract load itself was 109.094kVA which is beyond 100kVA as mentioned in Ex.A1. At the time of inspection in 2016 it was connected load, but now it is shown in Ex.A1 itself as 'Contracted Load'. As stated in the response from the respondents, the effect regularization was given from 23.03.2020. Thus, notice under Ex.B1 was issued in the year 2016 and the payment of the amounts demanded was made in the year 2016 as is evident from Ex.B3, but the regularization was kept pending till 2020.**

38. Then what is the rule that is applicable to the case on hand shall have to be examined.

39. **The contention of the respondents under Ex.A1 is this service should be billed under HT Cat. V (C) since the contracted load exceeded 109.094 as per tariff 2019-20.** The period for which the billing was made is from 04/2020 to 11/2020. The tariff orders for the year 2019-20 are applicable only for the period from 01.04.2019 to 31.03.2020 but not beyond the said period.

40. The period of billing is for the subsequent period. As such the tariff orders of the year 2019-20 have no application to the instant case.

41. **The billing period falls within the period of tariff orders for the year 2020-21.** What is contained at page No.197 under Chapter X of 'Retail Supply Tariffs' under the minor head 'Metering and Billing' of the major head of '**Other conditions applicable to Category - III (A):Industry (General)-LT and Category III (B): Seasonal Industries (off-season) LT**, at condition No. (2) (v) is:

"if the recorded demand of any service connection under this category exceeds the 75kVA, such excess demand shall be billed at the demand charges prescribed under Category-III(A):Industry (General)-HT."

42. **Of course the same is mentioned at page 264 of 'Retail Supply Tariffs' 2019-20 also.** Therefore, the mistake in making mention as to the applicability of tariff orders for the year 2019-20 in Ex.A1 does not alter the situation.

43. There can be no dispute the energy charges shall be billed on kVAh basis for all consumers with contracted load of 15kW/20HP and above. It is also the mandate of the Tariff orders referred at sub clause (iv) of the minor head Metering and Billing referred at Page 197 of Tariff orders for the year 2020-21. Of course, it is the same for the year 2019-20 also, as seen from the same minor head available at page No.264.

44. There is no dispute that the service connection of the representationist is under Category - III (A):Industry (General)-LT. Therefore, the said tariff rates are applicable to the representationist since the connected load exceeded 75kVA which is equivalent to 100.5666HP, and as such the representationist shall have to pay the energy charges for the consumption made in excess of 75kVA.

45. It is contended for the representationist that he was mulcted with huge liability in view of the delay of more than 4 years. Had been the effect of regularization given in the year 2016 itself, the representationist should have been paying the amounts billed accordingly since 2016.

46. In fact in the absence of regularization of additional load, on application of clause 12.3.3.2 of GTCS, the billing should have been made under the HT tariff besides some penalty. Thus, evidently, it appears the respondents did not bill the consumption under 12.3.3.2 prior to the regularization nor under the Tariff orders for all these 4 years. This delay on the part of the respondents appears to have benefited the consumer.

47. As seen from the contents in the two detailed annexures to the representation, relief claimed by the representationist under this representation is to waive the amount of Rs.4,06,310/- demanded under Ex.A1.

48. There does not appear any provision in 'The Electricity Act, 2003' or General Terms and Conditions of Supply or Supply Code or any of the regulations issued by the Hon'ble APERC which confers such power on the Ombudsman to order any such waiver for any reason if not for the reason assigned by the representationist, **though the Vidyut Ombudsman may have to interfere with the demand made where it is shown or found illegal or incorrect or when it contains miscalculations or for misapplication of any provision or term or condition or regulation.**

49. In the instant case, Ex.B4 is the detailed statement as regards the amount claimed under Ex.A1. It reveals no change in the consumption except in the month of **April, 2020**, but there was change in RMD from the previous bill and revised bill. The consumption which was already recorded could not have changed. As to why there was change in the consumption recorded for the month of April, 2020 from the previous demand and the revised demand is inexplicable.

50. During the earlier billing, the 'Recorded Maximum demand' was at variance, but under the revised billing, the RMD appears to be constant. The RMD appears to have been shown at the contracted load in the revised bill as it appears so in the statement under Ex.B4.

51. Further, a perusal of the calculations made under Ex.B4 reveals that the entire consumption is charged under Category III (A) -Industrial (General) HT.

52. What is contained in the tariff orders at page 197 under the heading of "Other conditions applicable to Category III (A: Industry (General))-LT and Category III (B):Seasonal Industries (Off-season)-LT" and its sub-heading under '(2) Metering and Billing' under 'clause (v)' which is only applicable in this case for the reasons assigned supra, is as follows:

"if the recorded demand of any service connection under this category exceeds 75kVA, **such excess demand** shall be billed at the demand charges prescribed under Category-III(A):Industry (General)-HT".

53. Therefore, the entire consumption by LT industry service cannot be billed under HT category. **Only the consumption which is in excess of 75kVA shall only be billed at the demand charges prescribed under Category-III(A):Industry (General)-HT, but not the entire consumption.** That is the facility provided to such consumers by the Tariff orders of Hon'ble APERC.

54. As such, the demand made under Ex.A1 pursuant to the calculations made under Ex.B4 is not in accordance with the Tariff Orders for the year 2020-21 or 2019-20.

55. It appears the differential amount was calculated in this case for the relevant period under GTCS clause 12.3.3.2. As stated supra, the charges calculated under clause 12.3.3.2 or 12.3.3.3 or any of the sub clause under 12.3.3 under the head of "Additional Connected Loads detected in LT Service Cases" of GTCS in this case is illegal since the said clause applies only when the additional load detected was not yet regularized, but in this case the said additional load detected was already regularized with effect from 24.03.2020 admittedly. Further, the demand was also made for the period subsequent to the said date. As such, the additional load which is detected, when regularized, becomes "Contract load" and it would not remain or continue as "Additional load" after regularization, and hence the said GTCS clause 12.3.3. has no application to the case of this present consumer.

56. When it appears that the entire consumption was billed for the relevant period under LT category Industry, and the same was paid by the consumer. Therefore, what is to be collected from the consumer is only the differential amount for the demand in excess of 75kVA by billing or charging **the such excess demand or consumption** under the charges prescribed for the Category I-Industry (General) HT.

57. Therefore, the respondents shall have to be directed to revise the demand made under Ex.A1 by billing the consumption charges of this consumer under Category-III(A); Industry (General) LT up to 75kVA, and the demand beyond 75kVA under Category-III(A); Industry (General) HT for the relevant period i.e., 04/2020 to 11/2020 and issue fresh bill or notice for payment of such differential amount after deducting the amounts already paid, by granting reasonable period not less than a period of 30 days.

58. Of course, the claim made by the representationist is for waiver of the claim made under Ex.A1, but there does not appear any power conferred on this Vidyut Ombudsman to waive any such amount for any reason, if not for the reason assigned by the representationist.

59. Though impertinent for a decision in this case, I may have to deal with other documents and contentions raised by the representationist.

60. In fact, even during the year 2014 as is evident from Ex.A3, the representationist was found to have a connected a load of 111.597855 HP against the contracted load of 64.79893 HP, and thereby he was found to have been utilizing excess load of 46.80 HP, and there for, he was required to pay a sum of Rs.70,500/- towards the development charges and a sum of Rs.23,500/- towards security deposit and a sum of Rs.50/-towards application charges in toto to a tune of Rs.94,050/- and the same was paid under the original of Ex.A4 receipts. **There is no dispute in the said regard.** The notice under Ex.A3, under which the said demand is made itself contains a note **for registration of an application with necessary documents for regularization of the aforesaid additional load.** But the representationist did not make such application as contended by the respondents.

61. The representationist contended that he sent several letters for regularization of the additional load but there was no response from the respondents. Subsequent to the arguments, the representationist also sent a mail stating that he put in an application on payment of the fee for registration of application and sent copy of a notice by mail and also by courier. In fact, the said receipt sent by mail after arguments is nothing but the copy of the notice marked under Ex.A3. Therefore, there is no need to give any marking to the said document. **There is no dispute as regards the payment of the said amounts including a sum of Rs.50/-towards application Fee.**

62. Thus, there is no material on record to show that the representationist submitted any application. Had there been any application, its copy given by such Meeseva Center could have been filed. In the absence of any such material, his contention that he submitted an application in the year 2014 for regularization of the additional load pointed out under Ex.A3, mere payment of Rs.50/- towards application charges would not establish the submission of any application for regularization of additional load.

63. However, the non-regularization of the additional load found under Ex.A3 does not carry any effect on the present demand made under Ex.A1.

64. Of course, had there been regularization of the additional load pointed out in the year 2014, there could have been some reduction in the development charges and security deposit claimed under Ex.B1, but the same is not the issue in this case.

65. Further, the copy of the letter dated 02.05.2014 under Ex.A6 is not any application for regularization of the additional load and the request there under is for billing their consumption under LT but not HT, coupled with an undertaking not to have hike in the connected load beyond 99.3. Similarly, the copy of the letter dated 04.04.2015 under Ex.A2 is not any application for regularization of the additional load and the request there under is for billing their consumption under LT but not HT. Thus Ex.A2 and A6 do not have any relevance for the issue on hand which arose in the year 2020. Ex, A5 is a regular electrical bill and the receipts dated 07.03.2014. The same does not bear any relevancy in this case.

66. For the reasons assigned supra, the request of the representationist to waive the amount of Rs.4,06,310/- demanded towards HT billing shortfall amount is evidently implausible and as such the same shall have to be negated.

67. However, the circumstances assigned supra necessitates to direct the respondents to revise the demand made under Ex.A1 by billing the consumption charges of this consumer under Category-III(A); Industry (General) LT up to 75kVA, and the demand in excess of 75kVA under Category-III(A); Industry (General) HT, for the relevant period i.e., from 4/2020 to 11/2020 and after deducting the amounts already paid previously, for the differential amount the consumer shall be called upon for payment of the same under a bill or letter as

is done under Ex.A1 by granting him reasonable time not less than a period of 30 days, and the consumer shall have to pay the same within such period fixed.

68. This point is accordingly answered.

POINT No.(ii): Continuation of his service under LT Category:

69. The service connection of the representationist is still under LT category. It is not converted into HT category. Pursuant to the terms and conditions enunciated under Tariff orders, as referred supra, the demand of consumption would have to be charged under LT up to 75kVA and if there is any excess demand, such excess demand shall only be charged at the rate prescribed under relevant HT Category referred supra. If it is the intention of the consumer to reduce the contract load, it is for him to make requisite application as required under relevant rules but not by making any request before Vidyut Ombudsman or any other official of the department. Therefore, this request cannot be acceded to under this representation.

70. This point is accordingly answered.

RESULT:

71. In the result, this representation is partly allowed and in consequence thereof, the respondents are hereby directed to revise the demand made under Ex.A1 by billing the consumption charges of this consumer under Category-III(A); Industry (General) LT upto 75kVA, and the demand/consumption made in excess of 75kVA under Category-III(A); Industry (General) HT for the relevant period i.e., 04/2020 to 11/2020, and issue a fresh bill or notice for payment of such differential amount after deducting the amounts already paid, and by granting it reasonable time not less than a period of 30 days. The rest of claim is dismissed. In the circumstances of this case, both parties shall bear their own costs.

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

Part of this order is dictated to the Private Secretary and transcribed by him, and the rest of order is typed to my dictation by the Private Secretary, corrected, signed and pronounced by me on this the 11th day of November, 2022.

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

Exs.A1 to A6 are marked on behalf of representationist

A1	Xerox copy of the letter from the AAO/ERO/Kakinada to the representationist dated 03.12.2020.
A2	Xerox copy of the letter dated 04.04.2015 said to have been sent to APEPDCL, Kakinada DE by the representationist.
A3	Xerox copy of the letter dated 07.02.2014 from the ADE/Operation/Pithapuram APEPDCL to the representationist.
A4	Xerox copy of two receipts dated 25.03.2014.
A5	Xerox copy of electricity consumption bill dated 22.02.2014 along with two receipts dated 07.03.2014.
A6	Xerox copy of the letter dated 02.05.2014 said to have been sent to APEPDCL, DE, Kakinada by the representationist.

Exs.B1 to B4 are marked on behalf of respondents

B1	Xerox copy of the letter dated 28.01.2016 from the ADE/Operation/APEPDCL/Pithapuram to the representationist calling upon it for payment of Rs.1,14,250/-.
B2	Xerox copy of Inspection Report dated 22.01.2016.
B3	Xerox copy of receipt dated 17.06.2016 as regards payment of Rs.1,14,250/- by the representationist.
B4	Xerox copy of consumption charges, differential statement of the consumer for the period from 04/2020 to 11/2021.

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

Copy to

1. M/s. Vipul Aqua Hatcheries, Rep. by its Managing Partner, Sri China Appa Reddy Dwarampudi, D.No.2-17E-61, Chinnas Latha Plaza, Venkat Nagar, Kakinada - 533 003
2. The Assistant Executive Engineer/Operation/APEPDCL/U.Kothapalli
3. The Assistant Accounts Officer/APEPDCL/ERO-Samalkota
4. The Dy. Executive Engineer/Operation/APEPDCL/Pithapuram
5. The Executive Engineer/Operation/APEPDCL/Kakinada

Copy to

6. The Chairperson, C.G.R.F., APEPDCL, P&T Colony, Seethammadhara, Near Gurudwara Junction, Visakhapatnam - 530 013.
7. The Secretary, Hon'ble APERC, 11-4-660, 4th Floor, Singareni Bhavan, Red Hills, Hyderabad - 500 004.

//True Copy//