



BEFORE THE VIDYUT OMBUDSMAN  
Andhra Pradesh:: Amaravati.

: Present :

Vinnakota Venkata Prasad  
Former District & Sessions Judge  
Vidyut Ombudsman

The 26<sup>th</sup> day of July, 2023

Representation No.03 of 2023-24

Between

Sri K.Veera Raghavulu, Managing Partner, Ganapathi Rice Mill, Sannavilli(v), Uppalaguptham(M), E.G.District..... **Representationist.**

And

1. The Assistant Executive Engineer/ Operation/ APEPDCL/ **Katrenikona.**
2. The Assistant Accounts Officer/EPDCL/ERO-**Amalapuram**
3. The Deputy Executive Engineer/ Operation/ APEPDCL/ **Mummidiyaram.**
4. The Executive Engineer/ Operation/ APEPDCL/ **Amalapuram.**

-- **Respondents**

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This representation having come up for final hearing before me on 19.07.2023 through Video Conference in the presence of the

Representationist, his representative and the respondent No.1, and the respondents 2 to 4 who were also the official respondents having remained absent stood over for consideration till this day, and the Vidyut Ombudsman delivers the following:

### ORDER

1. Having been aggrieved by the orders dated 05.05.2023 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.43/2022-23, 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 set aside the bill issued for the month of 09/21 for Rs.85,039/-, (ii) to appropriate the bill properly with minimum charges from 09/21 till date and to provide instalment facility to the complainant sustained huge loss due to the acts of the respondents (iv) for adjustment of excess amount of Rs.1,50,000/- paid by the complainant during the period from 08/19 to 08/21 towards further pending bills (v) for installation of new transformer to the complainant's rice mill business and (vi) for such order orders in the interest of justice.

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

(a) The complainant's Sri Ganapathi Rice Mill is having service connection (S.C) No.1413300515000236 in Laxmivada village of Katrenikona Mandal. It was released in the year 2018.(Old service connection was released on 21.10.2010). He has been paying current bills regularly. While so, in the year 2019, the department officials shifted the Distribution transformer to another place. Some other DTR was erected to his rice mill. During the year 2021 in the month of September, he made a trial to restart the mill.

(b) Thereupon he received huge bill in a sum of Rs.85,039/- for the month of September. Immediately, a complaint was raised before the

AEE. As per the advice of DEE, the DTR was checked and it was found that the fuses there in were blown off. Therefore, another DTR was erected. At that time, ETP was blown off and hence there was no supply of electricity since September, 2019 but minimum bills are being issued. Due non-restoration of supply of power, he could not run his rice mill and thereby sustained heavy losses. Aggrieved by the same, he approached the CGRF, Visakhapatnam, and the CGRF in C.G.No.95 of 2022 made the following order by (i) setting aside the C.C. Bill issued for the month of 09/21 for Rs.85,039/-, (ii) directing the respondents to revise the CC Bill for the month of 09/21 duly apportioning consumption for the period from 08/19 to 08/21 and the already raised amount is to be adjusted against the same(sic) and (iii) directing DISCOM to take departmental action against the then AEE/Operation/Katrenikona for his failure to discharge his duties as mentioned in paras 11 and 12 of the said order and to submit compliance order within 15 days.

(c) There upon, the complainant approached the respondent and Assistant Accounts Officer, ERO Amalapuram for revision of the bill and for refund of the excess amount paid at Rs.1,50,000/- towards minimum charges and the amount of Rs.85,039/- relating to the month of September,21 which was set aside, but there was no compliance.

(d) On the other hand, the AAO, ERO has given a letter to the second respondent under LR No. AAO/ERO/ AMP/JAO/billing/ SA/HV/D No.1158/2022 dt.28.11.2022 stating that the bill revision proposal were returned (for the reasons best known to him) and that there was no need to revise the CC Bill and further directing the 2<sup>nd</sup> respondent to issue a notice to the complaint for payment of arrears along with RC Fees as on 29.11.2022 at Rs.1,82,990/-.

(e) Aggrieved by this the complaint addressed a letter on 03.12.2022 to the respondents seeking compliance of the order in C.G.No.95 of 2022.

(f) The AAO again on 29.11.2022 sent letter vide Lr. No. AAO/ERO/AMP/ESTT/JAO1/SA/D.No.1245/22 informing that the

amount of Rs.85,039/- was appropriated for the consumption for the months from 8/19 to 8/21 while enclosing the total bill amount at Rs.1,99,500/-. The calculations made there under are contrary to the order made by the CGRF. The complainant is not liable to pay amount as shown in the said letter dated 29.12.2022 which was received by him on 02.01.2023.

(g) While so, on 27.01.2023 the complainant received another letter from AAO in Lr. No. AAO /ERO/ AMP/ JAO/billing/SA/D. No. 53/2023 dated 18.01.2023 making a demand for payment of Rs.1,96,496 else to make the service connection NB. This letter was sent with malafide intention having informed earlier that there were no arrears.

(h) Therefore, this complainant approached CGRF with a request (i) to set aside the C.C bills issued to a tune of Rs.1,96,496/- vide letter No. AAO/ERO/AMP/JAO/Billing/SA/D.No.53/2023 dt.18.01.2023, (ii) for restoration of power supply (iii) to provide new distribution transformer in the place of failed one and (iv) to pass other orders.

(i) The CGRF there upon passed the orders permitting to pay the apportioned amount of Rs.85,039 in three equal instalments along with the regular CC Bills.

**3.** Aggrieved by the said order this representation is made seeking (i) to set aside the bill issued for the month of 09/21 for Rs.85,039/-, (ii) to appropriate the bill properly with minimum charges from 09/21 till date and to provide instalment facility to the complainant sustained huge loss due to the acts of the respondents (iv) for adjustment of excess amount of Rs.1,50,000/- paid by the complainant during the period from 08/19 to 08/21 towards further pending bills (v) for installation of new transformer to the complainant's rice mill business and (vi) for such order orders in the interest of justice.

4. The representation was received at this office on 21.06.2023 under inward No.136, whereas the order of CGRF in C.G.No.43 of 2023 was made on 05.05.2023. The same was returned on 23.06.2023 with certain objections including limitation. The same was represented again on 28.06.2023. As the same was presented beyond the time prescribed under clause No.19.2 of the Regulation No.3 of 2016, an application was presented for condonation of delay in presenting this representation.

5. The said petition for condonation of delay in presentation of this representation was numbered as I.A.No.2/2023-24 on 30.06.2023, and notice to the Representationist was ordered for hearing on the same on 04.07.2023 on video conference. After issue of notice to the Representationist on the said petition, the matter was heard on video conference on 04.07.2023 and the delay in presentation of the representation was condoned by the order dt.04.07.2023 for the reasons assigned by the Representationist and to grant an opportunity to pursue his case by exercising the power vested in the Ombudsman under the proviso to clause 19.2 of Regulation No.3 of 2016.

6. Thus, after condonation of the delay in presentation of this representation as stated supra, on the next date i.e., 05.07.2023, this representation was taken on file, and the matter was posted to 11.07.2023 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.

7. On 11.07.2023, the Representationist, his representative and the first respondent were present on Video Conference. Respondent Nos. 2 to 4 were also absent. There was also no representation from the official respondent Nos.2 to 4 despite issue of notice. The first

respondent requested time to submit counter. Therefore, the matter was posted to 14.07.2023 for the counters of R1 to R4 and for evidence if any to be sent by post or courier.

8. On 14.07.2023, the representationist, his representative, and the respondent Nos.1 to 4 were present on Video Conference. Counter and copies of certain documents were received on 13.07.2023 by post. The respondent Nos.2 and 3 stated to have sent their counters by post and the same are not yet received. 4<sup>th</sup> respondent also informed to send authorisation to other respondent to appear on his behalf and memo adopting the counters of other respondents and awaiting the same and for hearing the matter was posted to 19.07.2023.

9. On 19.07.2023, the Representationist and his representative were present on Video Conference. Respondent (AEE) and the Respondent No.3 (DEE) were present on Video Conference. Respondent No.2 and 4<sup>th</sup> Respondent were absent. There was no representation for the Respondent Nos.2 and 4. The 4<sup>th</sup> respondent on earlier occasion reported to send authorisation and counter adoption memo but no such authorisation or counter is received yet. Already the counters of Respondent Nos. 1 to 3 were submitted. Therefore, it was treated that there is no counter for the 4<sup>th</sup> respondent.

10. The averments in the counter filed by the 1<sup>st</sup> respondent are as follow in concise:

(a) On 17.06.2023, the complainant made an application contending that he was paying C.C. Bills regularly and the distribution transformer was removed and it was erected somewhere else and his mill was in shut down condition since 2016 and that he received C.C. bill for Rs.85,000/- and with a request to revise the bill and for installation of new transformer in place of the old and failed distribution transformer of Laxmivada of Katrenikona section.

(b) The said location was inspected by the AEE/ operation/ Katrenikona along with staff and verified the meter the consumption

history prior to the said huge bill issued in the month of September, 2021 for an amount of Rs.85,039/- because of meter readings at 32.97 KWH; 59.14 KVAH and MD:42 and the said meter's MF was 500. Due to these readings, the consumer was getting bill at Rs.85,039/-. But, this service meter was bill stopped on 30.10.2017 and revoked on 31.12.2018. From then onwards regular CC bills were issued.

(c) Thereafter, the consumer received huge amount in the bill for the month of September, 2021. Then the consumer requested for testing the meter. Thereafter the HT wing inspected the premises on 12.10.21 and tested the meter and certified that the meter was working satisfactory and that it was normal.

(d) In implementation of the order of CGRF in C.G.No.43 of 2023 for payment of the amount in 3 equal instalments, notices were issued to the consumer for payment of C.C charges for the S.C.No.0515-000236 Cat.-3 Rice Mill at Laxmivada village in Katrenikona section.

(e) In implementation of the orders of CGRF in C.G No.95/2022 notices were issued. Under the order in the said C.G.No.95 of 2022, the CGRF permitted to pay the appoamount of Rs.85,039/- in three equal monthly instalments along with regular CC bills.

(f) As per the Hon'ble CGRF orders, the CC bill issued for the month of 09/2021 at Rs.85,039/- was apportioned the consumption from 08/2019 to 08/21 and the difference amount was found to be Nil.

(g) Therefore, it is requested to pay the arrear amount of Rs.2,30,302/-. Against the arrear amount, the consumer did not make single payment and approached the Vidyut Ombudsman for reduction of CC charges. But his service was released under Cat-3 for which, the tariff rate is Rs.6.70ps per unit. Therefore, there is no need to revise the CC bill since the unit rate was only at Rs.6.70ps during the period from 09/2019 to 08/2021. The complainant was permitted to make payment in 3 equal instalments. But the consumer has not responded to make any permanent. Therefore, after expiry of notice period, this service was put in No Billing (NB) status on 17.06.2023.

After adjustment of security Deposit with the arrears, the balance arrear amount is at Rs.2,00,498/-.

11. 2<sup>nd</sup> respondent filed his counter with the following averments in nutshell:

(a) Notices were served on the consumer in implementation of order of CGRF in C.G.No.43 of 2023 for payment of CC charges in 3 equal instalments for the S.C.No.1413300515000236 under Category-3 Rice Mill at Laxmivada Village in Katrenikona Section.

(b) The CGRF in C.G.No.95 of 2022 ordered the complainant for payment of C.C.charges in a sum of Rs.85,039/- in 3 monthly instalments along with regular bills. As per the orders of CGRF the bill issued for the month of 9/01 in a sum of Rs.85,019/- was apportioned by distributing the consumption for the period from 08/2019 to 08/2021 but the difference amount on revision of bill was found to be NIL.

(c) The consumer was requested to pay arrear amount of Rs.2,30,302/- for the S.C.No.515-000235 dated 25.05.2023, but the consumer did not pay the amount, and again approached the Vidyut Ombudsman, Vijayawada for reduction of CC charges but his service was released under Category -3 under which the tariff rate is Rs.6.70ps per unit.

(d) There is no need to revise the CC bills if the bill is apportioned would not reduce any arrear because unit rate is Rs.6.70ps only for the period from 09/2019 to 08/2021. The complainant is permitted to pay the apportioned amount of Rs.85,039/- in three equal instalments along with regular CC bills. After issuance of the notice to the consumer, the consumer did not respond to make the payment of dues against to the service number.

(e) After the completion of notice period, this service was put in to 'No Billing (NB)' status on 17.06.2023. After adjustment of arrear amount, the balance amount is arrived at Rs.2,00,498/-.

**12.** 3<sup>rd</sup> respondent filed his counter with the following averments in abridgment:

- (a) The said service was inspected by the DEE/ operation/ Mummadivaram along with AE/O/Katrenikona and observed that huge amount of CC bill was issued in the month of September, 2021 in an amount of Rs.85,039/-. The existing meter readings were at 32.97 KWH; 59.14 KVAH and MD: 42 and the said meter's MF was 500. Due to these readings, the consumer was getting bill at Rs.85,039/-.
- (b) This service was kept under the status of "bill stopped" on 30.10.2017 due to non-payment of service charges regularly. Pursuant to the request of the complainant, the service status was revoked on 31.12.2018. Since then regular C..C bills were issued as per the consumption. While so, the consumer received bill for the month of September, 2021 at Rs.85,039/- for the consumption recorded.
- (c) Thereupon, the consumer raised complainant for testing the meter since huge amount was demanded under the bill for the month of September, 2021.
- (d) Thereupon, the DEE, HT meters wing inspected the service on 12.10.21 and tested the meter and found that the meter was working normally and that the units were recorded in accordance with the usage.
- (e) Thereupon, the consumer approached CGRF, Visakhapatnam in CG.NO.95/2022 and the CGRF by its order dated 07.10.2022 directed the department to proportionately distribute the consumption recorded in the bill issued for the month of September 2021 during the period from 8/2019 to 8/2021.
- (f) In consequence thereof, the AAO/ERO issued the revised bill by proportionately distributing the consumption among the months from 8/2019 to 8/2021. The bill amount was found to be at Rs.1,82,990/-. The bill amount did not get reduced as this service was under category No. III (where there were no slabs in the tariff). Later on, two times,

notices were served on the consumer for payment of arrears but the consumer did not respond.

(g) The consumer again approached the CGRF in C.G.No.43 of 2023 for further revision and the CGRF by its order dated 05.05.2023 directed the consumer to pay the bill for the month of September,2021 in three instalments in addition to the remaining pending bills as on the date.

(h) Pursuant to the orders of CGRF, the AAO/ERO/Amalapuram issued notice to the consumer for payment of CC Charges by granting three instalments as regards the bill for the month of September,2021, and also the arrears for the remaining period (Rs.28,347+138039=1,66,386/-) in toto to a tune of Rs.2,23,148/-), but the consumer did not pay any amount.

(i) For the non-payment of CC charges for a long time, the service was placed under Bill Stopped Status (NB) to avoid unnecessary demand towards minimum fixed charges. The total arrears amount of the said service after adjusting the available security deposit is at Rs.2,00,498/-.

13. On 19.07.2023, since the Respondent No.4 did not come forward to file any counter or any document or any authorisation to any representative on his behalf, the matter was proceeded with further and Ex. P1 to Ex. P 11 (all xerox copies) were exhibited on behalf of the Representationist. Ex. R1 to R8 (all xerox copies) were also marked on behalf of the Respondent Nos. 1 and 3. Though the 2<sup>nd</sup> respondent was absent, the documents submitted by him were marked on his behalf under Ex. R9 to R13 (all xerox copies).

14. Ex. P8, Ex.R6 and Ex.R13 are copies of the same notice dated 18.01.2023 where under the complainant was demanded for payment of Rs.1,96,496/- towards arrears as on 18.01.2023. Ex.P7 and Ex.R11 are the copies of the same notice dated 29.12.2023 informing the complainant that consequent upon the apportionment of consumption

recorded in the bill dated 14.09.2021, there did not arise any difference in the amount payable by the complainant. Ex.R7 and Ex.R10 are the copies of reply notice dated 09.02.2023 to the request letter sent by the complainant/representationist under Ex.P6 for apportionment of the amount covered by the bill dated 14.09.2021 in implementation of the order of CGRF under the original of Ex.P2 in C.G.No.95 of 2022. Ex.R8 and Ex.R9 are the copies of same notice dated 23.02.2023 issued pursuant to the latest order of CGRF in C.G.No.43 of 2023. Ex.R12 and Ex.Ex.P9 are the copies of data statement.

**15.** The representative and the representationist, the first respondent (AE) and the 3<sup>rd</sup> respondent (DEE) were heard, and the representative of the representationist was also heard in reply on Video Conference. There was no representation for the respondent Nos.2 and 4. Consequently, the matter was posted for orders to 26.07.2023.

**16.** 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.

**17.** 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.

**18. 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 relief of setting aside the C.C bill dated 14.09.2021 issued to a tune of Rs.85,039/- and for appropriation of the same besides the payments made by him towards the subsequent bill amounts as prayed for?

(ii) Whether the representationist is entitled to the relief of setting aside the arrear bill to a tune of Rs.1,96,496/-?

(ii) Whether the representationist is entitled for restoration of power supply under service connection bearing No.1413300515000236?

(iii) Whether the representationist is entitled to the provision of new distribution transformer in the place of failed one?

(iv) To what relief?

POINT Nos.(i) and (ii): Entitlement of representationist for setting aside the C.C bill dated 14.09.2021 issued to a tune of Rs.85,039/- and also the arrear bill in a sum of Rs.1,96,496/- and for appropriation of the amount of Rs.85,039/- and also the payments made by him towards the subsequent bill amounts:

19. To avoid repetition of discussion, both these point Nos. (i) and (ii) are taken up since both the points are intertwined.

20. (a) Ex.P11 is the copy of the complaint said to have been submitted before the CGRF by this representationist. It is alleged in Ex.P11 that the service connection No.1413300515000236 was released to the rice mill situate in Laxmivada village in the year 2018 (service connection was said to have been released originally in the year 2010) and that he was paying the consumption charges regularly, and in the year 2019, the department officials shifted the transformer to some other place and another DTR was erected to his rice mill and then he made an attempt to make a restart his mill in the year 2021, and thereafter, he received an electrical consumption bill for a sum of Rs.85,000/-.

(b) He further stated that thereafter, the meter was checked by the AEE, and he certified the proper functioning of the said meter. It is also stated in his complaint that as per the advice of DEE, the DTR was checked and found that the fuses there in were blown off and then another DTR was erected, and while so, ETP was blown off. **Presently, there was no supply since September,2011.** Only minimum bills are being issued since there was no supply for the last two seasons and as such, the mill could not be run.

(c) The complainant made several representations to the respondents to restore the power supply and to revise the CC bills and to provide new distribution transformer in the place of earlier transformer which failed. The respondents did not initiate any steps for its repair. Having no other go, the representationist/complainant filed C.G. No.95 of 2022.

(d) The CGRF made an order on 07.10.2022 setting aside the CC bill issued for the month of 09/2021 to a tune of Rs.85,039/- and directing the Assistant Accounts Officer to revise the CC bill issued in the month of 09/21 by apportioning the consumption for the period from 08/19 to 08/21 and further directing the already raised amounts to be adjusted against the same.

(e) Though the representationist approached the authorities for implementation of the order of the CGRF, there was no response. On the other hand, the AAO, ERO, Amalapuram sent a letter to the 2<sup>nd</sup> respondent under L.R. No. AAO/ERO/AMP/JAO/ Billing/SA/HV/ D.No.1158/2022 Dt.28.11.2022 marking a copy to the representationist, whereunder, the AAO stated that there was no need to revise the bill, and further directed the second respondent to issue notice to the complainant for payment of arrears with RC Fees at Rs.1,82,990/-. The complainant is not liable to pay the said amount

(f) Further, it is stated in the letter dated 29.12.2022 vide letter No. AAO/ ERO/ AMP/ ESTT/ JAO1/ SA/D.No.1245/22 that the amount of Rs.85,039/- relating to the month of September, 2021 was apportioned among the months from 08/2019 to 08/2021 and the difference amount was NIL. But, surprisingly the bill amount for the month 09/2021 was shown at 80,063/-. The said bill is not correct.

(g) The complainant did not utilize the power during the said month. The said bill amount in the revised bill for the period from 08/2019 to 08/2021 was shown at Rs.5,000/- only, but the total bill amount was shown at Rs.1,99,500/-. The calculations made to arrive at the said amount are incorrect. The officials violated the orders of the CGRF.

(h) On 29.12.2023 the complainant received another letter from the Assistant Accounts Officer in Lr. No. AAO/ERO/AMP/JAO/Billing/

SA/D.No.53/2023 Dt.18.01.2023 demanding an amount of Rs.1,96,496/- towards arrears as on 18.01.2023.

(i) From July,2019 to September,2021, the complainant paid a sum of Rs.1,50,000/- on various dates. Therefore, he is not liable to pay any arrears.

(j) The power supply was totally disconnected since September, 2021 but monthly minimum bills were issued. The CC bill issued for a sum of Rs.1,96,496/- is liable to be set aside.

(j) Besides the same, the respondents shall restore power supply and install new Distribution Transformer.

**21.** (a) Ex.R1 is the xerox copy of the details of the service connection bearing No.1413300515000236 with 60 HP contracted and connected Load relating to the representationist which is under disconnection.

(b) While so, the first respondent in this regard stated that the DEE/ Operation / Mummadivaram along with AE / O / Katrenikona inspected the service connection, and found that the bill was issued in the month of September for an amount of Rs.85,039/-.

(c) It is further contended by the 1<sup>st</sup> respondent that the DEE / Operation / Mummadivaram along with AE / O / Katrenikona inspected the service and found bill for the month of September, 2021 was given for huge amount in a sum of Rs.85,039/- depending upon the meter readings at 32.97KWH, 59.14KVAH and MD:42 and the meter MF was at 500 and the meter was under the status of Bill stopped on 30.10.2017 due to non-payment of CC Charges.

**22.** In order to show that he did not utilize any power supply, the complaint filed xerox copies of GST (R) returns for the months of January, 2021 to March, 2021 under Ex. P5 to P3. Firstly, these are not approved returns. Nextly, these GST Returns under Ex. P3 to P5 do not relate to the month of September, 2021 to show that the

representationist/complainant did not conduct any business during the said month. Therefore, these Ex. P3 to P5 are of no avail to the complainant/representationist.

23. Ex.R4 is the copy of HT meter test report relating to Ganapathi Rice Mill of this representationist which discloses that the said meter was tested on 12.10.2021 and the same was found satisfactory. Thus, this meter report reveals that there was no defect of the meter in recording the consumption covered by the bill issued in the month of September,2021.

24. Ex.P9 comprises two sheets. It is equivalent to Ex.R12 filed by the 2<sup>nd</sup> respondent. The first sheet relates to the already billed details and the second sheet relates to the proposed billing details after apportionment of the consumption recorded in the bill issued in the month of September,2021. Ex.R2 also the data sheet relating to the consumption and the charges levied for the period from 12.01.2019 to 05.08.2020. The first sheet of Ex.P9 reveals that no consumption charges were levied for the period from 08/2019 to 08/2021 since no consumption was recorded during the said period, and there upon the units recorded in the bill issued in the month of 09 / 2021 were at 10,500/-, and its value was arrived at Rs.70,350/- On addition of customary charges at Rs.938/-, E.D charges at Rs.630/-, fixed charges at Rs.3,375/-, additional surcharge at Rs.150/- and true up charges at Rs.4620/-,the total charges payable for the month 08/221 to 09/021 was arrived at Rs.80,063/-. Ex. R2 reveals that no consumption was recorded from the bill dated 12.01.2019 till the bill dated 07.08.2021. The consumption as is mentioned in Ex.R2, Ex.R9 and Ex.R12 in the bill issued for 09/2021 dated 14.09.2021 is same and it is at 10,500 units.

25. This 10,500/- units recorded under the bill issued in the month of September,2021 was apportioned at 400 units in the bill issued in

the month of August, 2019 and at 404 units for each month from September, 2019 bill to September, 2021 bill as directed by the CGRF under Ex.P2. Though, it does not go to the root of the matter, when the CGRF directed for apportionment of the said 10,500/- units for the period from August, 2019 to August 2021, the DISCOM authorities apportioned it, among the bills issued in the month of August, 2021 to September, 2021. Thus, it appears the authority concerned spread it for 25 months though the CGRF directed for its apportionment for 24 months.

26. Further, it is contended for the representationist that under Ex. P2 order of CGRF in C.G.No.95/2022, the CC bill was set aside and as such, the said amount cannot be demanded. But under clause No.2 of the said order the DISCOM officials were directed to apportion the **consumption of the said month 09/2021** (but not the entire bill amount which includes the minimum charges for the month of September, 2021) during the period from 08/19 to 08/21. After such apportionment, the AAO under Ex.P7 equivalent to Ex.R11 informed the 1<sup>st</sup> respondent that on apportionment of the said amount covered by the bill for the month of September, 2021, there was no difference in the amount to be claimed from the complainant so far as it is related to the said demand made for the month of September, 2021 at Rs.85,039. On such apportionment of the consumption recorded in the bill issued in 09/2021, the total amount payable was arrived at Rs.2,00,999/- and after deducting the remission at Rs.431.30 each for the month of 08/19 and 05/2020, the total amount to be billed was arrived at Rs.1,99,500/- as seen from the second sheet of Ex. P9 and as well as Ex.R11. It is the statement without giving credit of the amounts paid by the complaint.

27. Of course, Ex.R6 and Ex.R13 are the copies of notice dated 18.01.2023 issued to the complainant under Ex.P8 calling upon him for payment of arrears at Rs.1,96,496-.

28. Ex.R8 and Ex.R9 are the copies of xerox copy of the letter dated 02.03.2022 said to have been addressed by the AAO to the complainant which reveals that the second respondent demanded payment of the said bill amount of Rs.85,039/- dated 14.09.2021 in three monthly instalments as directed by the CGRF under the original of Ex.P1 xerox copy of order in C.G.No.43 of 2021, besides making a demand for arrears for the subsequent months at Rs.1,38,039/- being the balance after deducting the total arrears at Rs.2,23,148 minus this disputed bill for which instalments were given which is at Rs.85,039/-.

29. Thus, it is evident from the order in C.G.No.95 of 2021, that the CGRF did not totally annul the said demand relating to the said month 09/21 which was to a tune of Rs.85,039/-, but it only directed to apportion the consumption of 10,500 units recorded during the month of September, 2021 among 24 months preceding to the said Septmeber,2021. However the said order in the said C.G.No.95/2022 under Ex.P2 is inconsequential since the CGRF in its later order in C.G.No.43/2023 directed the payment of the impugned bill amount in a sum of Rs.85,039/- in Three (3) equal monthly instalments while dismissing the complaint as is seen from Ex.P1. Therefore, the request of the complainant said to have been made under the original of Ex.P6 for apportionment of the consumption as directed in C.G.No.95 of 2022 under the original of Ex.P2 is of no consequence in view of the order of CGRF in subsequent C.G. No.43 of 2023 under the original of Ex.P1.

30. Pursuant to the letter under the original of Ex.P6 from the complainant/representationist, the DISCOM authorities replied

under the original of Ex.P7 that even after apportionment of the said consumption of 10,500 units recorded in the bill issued in the month of 09/2021, among its preceding 24 months, there occurred no reduction and as such the authorities under Ex.P7 which is equivalent to Ex. R11 demanded the payment of the entire bill amount of Rs.85,039/-. Therefore, in accordance with their calculations, the authorities made the said demand.

31. Since the consumption by a category III service connection carries flat rate, the authorities found that such apportionment made no difference in the calculation of the amount payable for the said consumption recorded during the month of September,2021. The CGRF, may be, having found the plausibility in the contention of the DISCOM authorities, in its later order dated 05.05.2023 in CG.No.43/2023 against which the present representation is directed, while dismissing the complaint, accorded permission to the complainant for payment of the said amount arrived at Rs.85,039/- (which was initially demanded for the month of Septmeber,2021 and later directed to be apportioned for 24 months preceding to Septmber,2021) in three instalments. Therefore, the contentions of the complainant that the DISCOM authorities committed any error in the said process of implementation of the order of the CGRF is baseless.

32. Retail supply Tariffs for the year 2021-22, as published by the Hon'ble APERC under Clause No.6.5 of Chapter X, irrespective of the consumption of energy, the consumer shall pay the minimum charges. Clause 6.7 of the said Chapter deals with imposition of delayed payment surcharge. It is reiterated in every Tariff order released in every year. Clause 6.8 enumerates as regards the payment of customer charges. Therefore, all these charges are liable to be paid

by the customer, whether or not, he makes any consumption of energy even after disconnection, as long as his service is not terminated.

33. Appendix IIA at page Nos.63 to 65 incorporated in General Terms and Conditions (popularly known as GTCS) is the format of the agreement to be entered by every HT consumer for obtaining HT service Connection. Under Clause 10 of the said agreement, the consumer obligates himself to pay the minimum charges as prescribed by the Tariff and the GTCS even if no electricity is consumed for any reason whatsoever. Under the said clause the consumer undertakes to pay these charges even in case the electricity is not consumed because of disconnection of the supply by the company for non-payment of electricity charges.

34. Therefore, levy of these charges is inevitable and the consumer is liable to pay all these charges even if he did not make any consumption. Mere disconnection does not exempt him from payment of these charges. Therefore, his contention that he need not pay the minimum charges and hence the arrear bill is liable to be quashed/set aside does not bear any merit.

35. Ex. P9 data sheet reveals that no consumption was recorded and no energy consumption charges were levied for the period from 08/2019 to 08/2021 and for the first time in the bill issued in the month of September, 2021 consumption was recorded. Ex. R2 data sheet reveals the charges levied on the complainant/representationist from the bill dated 12.01.2019 to the bill dated 05.08.2022. Thus this data sheet under Ex.R2 or the first sheet of Ex.P9 or Ex.R12 data sheet discloses that no consumption was recorded and no consumption charges were levied from the bill dated 12.01.2019 up to the bill dated 07.08.2021.

36. In the following month, in the bill dated 14.9.2021, consumption was recorded at 10,500 units. In it succeeding month, in the next bill

dated 07.10.2021, the consumption was recorded only at 1000 units, and in its following month bill dt. 27.11.2021, the consumption was recorded at 2500 units. In the next month, in the bill dated 04.12.2021, there was zero consumption. In its subsequent month bill dated 04.12.2021, the consumption was at 25 units. Thereafter, from the bill dated 15.02.2022 to 05.08.2022, the consumption was recorded at zero as is evident from these data sheets.

**37. The meter test report under Ex.R4 reveals that the test was conducted on 12.10.2021 and the meter functioning was found satisfactory.** The test report cannot be doubted since the consumption was recorded at NIL for about 2 and half year period from 12.01.2019 till the bill dated 07.08.2021, and after this period, during the month August/September,2021, there was consumption at 10,500/- and in the next month the consumption was recorded at 1000 units, and in its following month the consumption was recorded at 2500 units, and in its next month the consumption was recorded at Zero, and in its following month the consumption was recorded only at 25 units, and in the subsequent months the consumption recorded was at zero.

**38.** Thus, these readings themselves disclose that the function of the meter was not erroneous. If the meter functioning was erroneous, the recurrence of errors or erroneous readings could have been imminent to happen in subsequent months also, unless it was rectified. Curiously, the complainant did not dispute with the subsequent recordings at 1000, or 2500 or 25 units. Thus, the functioning of the meter does not appear to be erroneous.

**39.** Thus, the data record of consumption itself falsifies the contention of the representationist that he did not utilize the consumption but the meter erroneously recorded consumption. The

meter test report also falsifies the allegation that the meter was erroneous.

40. Therefore, the consumption recorded in the bill dated 09/2021 cannot be doubted and the complainant could not place any material except his allegation to doubt the said consumption recorded in the impugned bill. As such, the contention of the representationist that he did not consume the power during the period of the impugned bill dated 14.09.2021, and recording such consumption was result of the erroneous functioning of the meter cannot but wither to the ground.

41. However, the correctness of the amount of Rs.85,039/- claimed in the said bill issued in the month of 09/2021 would be dealt with a little later while dealing with the credits of the amounts admittedly paid by the complainant/representationist.

42. The representationist/complainant further contended that he made payments to a tune of Rs.1,50,000/-, but the same were not credited. Ex.P10 is said to be the details of the payments made by the Representationist/complainant between the dates 30.07.2019 to 14.09.2021. Ex.R3 also comprises the details of payments furnished by the respondent Nos.1 and 3. There is no disparity between Ex.P10 and Ex.R3 as regards the amounts paid by the Representationist.

43. Evidently, the complainant did not make any effort to examine the data sheet filed by him under Ex.P9 to find out which of the amounts paid by him were credited and which of the payments made by him were not credited to his account. He simply alleged that the payments were not credited. But an attempt is made here under to trace the discrepancy if any in making adjustment of the payments made by the representationist.

44. The payment data sheet filed by the representationist/complainant under Ex.P10 or the payment sheet filed by the

respondent No.1 under Ex. R3 reveals that the representationist made 12 payments during the period from 10.07.2019 to 11.09.2021. There is no disparity between the payment data submitted by the complainant or the respondent Nos. 1 and 3.

**45.** Out of the said 12 payments revealed under the data sheets, two were made in the year 2012, three were made in the year 2020 and the rest of seven payments were made in the year 2021. Thus, this payment data furnished by the representationist itself reveals that the complainant/ representationist was not in the habit of making payment of charges regularly and those payments were made at his will but not in accordance with the requirement or demands made.

**46.** **Whatever it may be**, when examined the charges levied from the bill dated 12.01.2019 to the bill dated 07.08.2021, the total charges levied were at Rs.1,50,423/-, without adding the bill amount of Rs.80,063 or 85,039/- the correctness of which is to be undertaken in the following discussion. **But, as seen from the payment data sheet, the payments made up to 11.09.2021 from 30.07.2021, in toto were at 2,11,136/-.**

**47.** In fact, there appears minus balance in the bill dated 12.01.2019 at Rs.1,567/- as seen from Ex.R2. Minus balance means there was a credit balance of the said sum of Rs.1,567/- in the account of the complainant.

**48.** However, both sides placed only 12 payments made during the period commencing from 30.07.2019 to 11.09.2021, and the same are only under question.

**49.** As seen from the payment data sheets filed by both sides under Ex.P10 or Ex.R3, the same reveals that a sum of Rs.2,11,136/- was paid on various dates as stated supra though the representationist contended that he made payments to a tune of Rs.1,50,000/- and the

same were not given credit. Therefore, the examination as to whether or not, these payments furnished by both sides were given credited can only be undertaken.

50. In Ex.R2, the bills are referred by dates, but in Ex.P9 the bills are shown by month wise. The date of bills referred in Ex.R2 are within the months referred in Ex.P9 data sheet.

51. Therefore, when examined Ex.R2 bill details data and Ex.R3 and also Ex.P10 payment data, it is revealed that the payments at Rs.10,000/- dt. 30.7.2019, Rs.15,000/- Dt.20.12.2019, Rs.20,000/- Dt.07.07.2020, Rs.15,000/- Dt.25.09.2020, Rs.7,000/- Dt.17.12.2020, Rs.12,000/- dt.16.02.2021, Rs.10,000/- dt.22.2.2021, Rs.7,975/- Dt.26.04.2021, were given credit as is seen from the previous month bill final amount and its succeeding month opening balance. The arrears shown in a month shall have to be the opening balance in its succeeding month.

52. Ex.R3 reveals payment of Rs.6,975/- on 08.06.2021. But when examined the final bill dated 07.06.2021, it was at Rs.49,623/-. It is inclusive of the bill for the month of May/June, 2021. Since, this payment of Rs.6,975/- was made on the next day after the issue of bill dated 07.06.2021, the opening balance for the bill issued in the month of July,2021 on 06.07.2021 should be at Rs.42,648/-, but it was shown at Rs.48,599/-. Thus, there was deduction only to a tune of Rs.1,024/- whereas the payment made was at Rs.6,975/-. In the subsequent month, there was deduction of Rs.5,012/-. Yet there remains a sum of Rs.939/- to be deducted from the arrears. Why such piecemeal deductions were made for single payment is to my outrecuidance (beyond imagination or reason).

53. The data sheet of billed charges under Ex. R2 also reveals the balance as on 07.08.21 was at minus (-)43,623/-. The charges levied in the following month bill dated 07.08.2021 as seen under the

'current demand' column was at Rs.80,063, but in the column of 'bill amount' it was shown at 85,039/-. It does not disclose deduction of the minus balance of Rs.43,623/- shown in the previous month bill. Further the bill amount was in excess of the demand for the relevant month by a sum of Rs.4,976/-. Thus, instead of reduction of the minus balance of Rs.43,623/- shown in the preceding month bill, the total bill amount was shown at Rs.85,039/- which is in excess of the relevant month demand which was shown at Rs.80,063/-.

**54.** It comprises Rs.70,350/- towards consumption charge, Rs.938/- towards Customer Charges, Rs.630/- towards ED charges, Rs.3,375/- towards Fixed Charges, Rs.150/- towards additional surcharge (Delayed payment Fee) and Rs.4,620/- towards True up Charges, and the charges for the said month were arrived at Rs.80,063/-. Ex. P9 and Ex.R12 data sheet of these charges reveal that the total amount due by the said month was accordingly shown at Rs.80,063/- but not Rs.85,039/-. But the similar data sheet filed by the first respondent under Ex.R2 reveals the total amount payable was at Rs.85,039/- and it is the amount claimed from the complainant/representationist.

**55.** Further, what is contained in the said Ex.R2 are Rs.70,350/- consumption charges, Rs.938/- customer charges, Rs.3,375/- True up charges, Rs.150/- Additional charges and the same was arrived at Rs.80,063/- as current demand and the bill amount was shown at Rs.85,039/-. It is patent that this Ex.R2 does not contain E.D charges at Rs.638/- and in its absence the current bill amount cannot be arrived at Rs.80,063/-. Thus Ex.R2 does not contain the column for ED charges and the said column is omitted. It is not known if there was any purpose for the DISCOM authorities in omitting the said column. In its absence, the amount under the column 'current bill' cannot be arrived at Rs.80,063/-.

**56.** How the said amount became Rs.85,039/- in the 'billed column' in Ex.R2 is mysterious. There were no outstanding arrears in the previous month and in fact there was minus balance at Rs.43,623/- even as pointed out by the 1<sup>st</sup> respondent during the hearing/arguments.

**57.** The first respondent contended that all the calculations were made by the computer and as such there does not occur any mistake. No doubt his statement is irrefutable, but the fact is that the computer makes calculations depending upon the information fed into it by the personnel concerned.

**58.** On a detail examination is made on this issue, it reveals that on inclusion of the bill amount for the month of June/July,2021 at Rs.5,012/-, the final bill amount was shown at Rs.53,611/- as on 06.07.2021. Ex. R3 reveals two payments, one for Rs.53,611/- and another one for Rs.48,599/-, both dated 27.07.2021. If this payment of Rs.53,611/- is deducted, the entire arrears as on the bill dated 06.07.2021 stand paid, and the opening balance for the next month bill dated 07.08.2021 should have been **zero**. If the payment of Rs.48,599/- of 27.07.2021 is also deducted, **the opening balance for the bill dated 07.08.2021 should have been the minus balance at Rs. 48,599/-**.

**59.** But, **the minus sign** is not visible in the data sheet submitted under Ex.R2, and opening balance was shown at Rs.48,599/-. After deduction of the said month charges at Rs.4,976/-, the balance should be at minus (-) Rs.43,623/-. The same was rightly shown as minus balance in the bill dated 07.08.2021 as seen from the said data sheet under Ex.R2. Therefore, the said amount shown at Rs.48,599/- as opening balance for the bill dated 07.08.2021, should be construed as minus balance though minus sign is absent and therefore, the same is

rightly shown. Therefore, there cannot be any dispute with regard to the said balance shown in the bill dated 07.08.2021.

60. Therefore, leaving aside the lesser deduction for the payment made at Rs.6,975/- dated 08.06.2021, by this payment of Rs.48,599/- on 27.07.2021 after deduction of the charges of Rs.4,976/-, there should have been a sum of Rs.43,623/- to the credit of the representationist and the same was **rightly shown as minus balance at Rs.43,623/-**. The same was also brought to the notice of the other side by the first respondent during arguments. Thereafter, the problem arose.

61. But this minus balance in the bill dated 07.08.2021 should have been the opening balance for the bill dated 14.09.2021. This is the disputed bill. In this bill, the opening balance was shown at Zero. It is not known, how this minus balance which was at the credit of this complainant/representationist became zero.

62. The Respondents maintained silence in the said regard. In digression it is relevant to set out some facts. The AAO who is the second respondent and who is concerned with the billing data, remained absent for hearing though filed a counter by merely stating that they have obeyed the order of the CGRF in C.G.No.43 of 2023 without touching any aspect raised in the representation by the complainant, may be to avoid answers.

63. His written statement/counter is confined to a statement that the CGRF directed the payment of the disputed amount of Rs.85,019/- in three instalments, and accordingly they facilitated the payment of the same by the representationist. Ex. R8 filed by the 1<sup>st</sup> respondent and Ex. R9 filed by the second respondent reveals the same.

64. The copy of letter under Ex. P7 dated 29.12.2022 filed by the representationist addressed to the 1<sup>st</sup> respondent by the 2<sup>nd</sup> respondent relates to the adjustment of the said amount of Rs.85,039/- towards the previous months bills as directed by the CGRF in C.G.No.95 of 2022. The second respondent filed Ex. R9 to R13 on his behalf. 2<sup>nd</sup> sheet of Ex. P9 relates to the said adjustment proposal. Ex. P9 and Ex. R12 are same copies. The second sheet of Ex. R12 also relates to the same proposal.

65. In fact, had the AAO or his assistants spared few minutes to examine the alleged vows of the representationist, they would have found this error in adjustment of the amounts admittedly paid by the complainant.

66. No doubt, when a consumer makes some complainant, he makes such complaint in accordance with his own comprehension. There may be mistake in understanding or at times some spurious claims. As far as the department is concerned, it is for it to examine the same in true perspective, and rectify the mistake if any and in case there was no mistake, the claim of the complainant naturally results in rejection. But examination of his grievance is inevitable and it should not be a casual examination under the premise that the calculations were made by their machines.

67. Further, as seen from Ex.R5 copy of letter dated 28.11.2022 filed by the first respondent reveals that under the said letter the proposal sent to the AAO to adjust the bill amount in the impugned bill for the month of September, 2021 among the preceding 24 months as directed by the CGRF in C.G.No.95 of 2022 was declined by him (AAO) and he directed for collection of Rs.1,82,,990/- said to be due as on 29.11.2022 which is said to include RC charges (Reconnection charges). He may be oblivious of the fact that he is bound to follow the orders of the CGRF, and for the mere reason that such

adjustment of the bill for the month of September,2021 among its preceding months do not cause any benefit to the customer, he cannot decline to obey the order of the CGRF. However, whether it was change in the mind of the person or the person occupying the said seat, there was such adjustment made as seen from Ex. P7. **However, it is irrelevant presently since the order in CG.No.43/2023 directs payment of the said amount in 3 instalments in its subsequent order made in C.G.No.43 of 2023.**

**68.** Of course the complaint was not satisfied with the said order also, and he is before this institution by exercising his right under clause 18 and 19 of Regulation No.3 of 2016. The DISCOM authorities must be conscious of the fact that approach of a customer to the CGRF and later the Vidyut Ombudsman is a statutory right provided to a consumer under the Electricity Act and also under the regulation No.3 of 2016 formulated by the Hon'ble Andhra Pradesh Electricity Regulation Commission (APERC) and such approach by a consumer is not a sin or breach of any law.

**69.** As detailed in para 17 of this order, this is not an appeal against the order of CGRF, but this representation is made against the said order for redressal of the grievance of the consumer and it needs a fresh consideration of the grievance by this institution. Whereas clause No.21 of Regulation No.3 of 2016 regulates the procedure relating to Enquiry, clause 18 and 19 deal with the procedure for filing the representation and also reveals the nature of the representation. Therefore, the details referred in the para located just above the points formulated which is para 16 in this order, are incorporated in every order of this institution in order to appraise the consumers, the DISCOM authorities and public at large, those relevant facts procedure and law. Even the notice issued to the parties contain the

relevant duties to be performed by them. But majority do not appear to have been even reading the notice contents unfortunately.

**70.** **Be it as it may**, the minus balance at Rs.43,623/- in the bill dated 07.08.2021 should have been the opening minus balance in the impugned bill dated 14.09.2021. The charges for the said month August/September dated 07.09.2021 were arrived at Rs.80,063/- by the DISCOM. There does not appear any error of calculation in arriving at the said amount of Rs.80,063/-.

**71.** **In recapitulation**, the contention of the representationist that the consumption was recorded at 10,500 units despite non-consumption of energy by him on account of erroneous function of the meter was negated as it is implausible.

**72.** Therefore, the consumption recorded in the meter or the charges arrived at Rs.80,063/- therefor along with other incidental charges payable by such HT customers under the bill dated 14.09.2021 cannot be found fault with.

**73.** However, there appears certain errors as pointed out supra in arriving at the final bill amount at Rs.85,039/- under the bill dated 14.09.2021.

**74.** After deducting the minus balance amount of Rs.43,623/-, the final demand under the said bill dated 07.09.2021 should have been at Rs.36,440/-. But the demand was made in the impugned bill at Rs.85,039/-. Even if it is assumed that the minus balance was not shown by mistake in the opening balance, the final bill could not have been at Rs.85,039/- for the said month, since there were no arrears by then and the opening balance was shown at zero and as such, the consumption charges and other charges pointed out in the data sheet at Rs.80,063 could have been the final bill amount in the said month but not Rs.85,039/-.

75. In fact, what had happened is, further payment of Rs.4,976/- was made on 11.09.2021 by the representationist which is anterior to the impugned bill dated 14.09.2021. It should also have been deducted from the said amount of Rs.80,063/- along with the opening Minus balance of Rs.43,623/-. But, instead of deducting this payment of Rs.4,976/- dated 11.09.2023, from the said month charges arrived at Rs.80,063/-, this payment amount of Rs.4976/- was added to the charges and thereby the final bill was arrived at Rs.85,039/- which is evidently erroneous.

76. It is quite inexplicable and mysterious. It cannot be attributed to the machine or calculator ridiculously. If this mistake is also committed by the computer, change of such machine/computer is inevitable to avoid the consumers from facing these errors, and also to avert complaints from them. In fact, it saves time of the consumer, and also the precious time of the officials of DISCOM. Infact, the machine cannot be expected to commit such errors and the resulting in error is nothing but the error committed by the person who fed the payment information.

77. Thus, the minus balance arrived at Rs.43,623/- after giving credit to the payment of Rs.48,599/- dated 27.07.2021 after deducting the charges in the bill dated 07.08.2021, and also the payment of Rs.4,976/- made on 11.09.2021 which was added to the charges arrived at Rs.80,063/- for the said month in the impugned bill dated 14.09.2021 instead of deducting the same, shall have to be deducted from the charges arrived at Rs.80,063/- claimed in the said impugned bill. This amount of Rs.4,976/- shall have to be deducted twice from the final bill arrived at Rs.85,039/- since the payment is added to the said month charges of Rs.80,063/- instead of deducting from the same. Therefore, the amount deductible in the charges arrived for the impugned month which was at Rs.80,063/- is Rs.43,623/- and

Rs.4,976/- which would be at Rs.48,599/-. Thus, the amount payable under the bill dated 07.9.2021 should be  $Rs.80,063 - 48,599 = 31,464/-$  or it may be  $Rs.85,039 - Rs.4,976$  (Payment) and also minus Rs.4,976/- (which was added to the charges of Rs.80,063 instead of making deduction) whereby the same amount at Rs.31,464/- could be arrived at.

78. Further, there remains balance amount of Rs.939/- relating to the payment of Rs.6,975/- to be deducted. Since it relates to the earlier month payment, the same is also to be deducted from the afore said amount of Rs.31,644/- and after deduction of the said amount of Rs.939/-, the balance payable under the impugned bill dated 14.09.2021 could only be at Rs.30,705/- but not Rs.85,039/- as demanded or 80,063/-as shown in the first sheet of Ex.P9 or Ex.R12.

79. Since the impugned bill amount on correction becomes lesser than the amount claimed under it, there may be change in the surcharge claimed for the delayed payment.

80. This amount of Rs.30,705/- out of the impugned bill dated 14.09.2021 is liable to be paid by the representationist. Besides this amount under the bill dated 14.09.2021, he has to pay the regular monthly bills for the subsequent period. Of course there was only consumption of 1000 units in the following month bill and 2500 units in its succeeding month bill. Thereafter, the consumption was recorded at zero units and in its following month the consumption was at 25 units and thereafter it was zero units. The consumption charges and other incidental charges such customer charges, fixed charges additional surcharge for the delay in payment besides other regular charges payable irrespective of the consumption shall have to be paid by the complainant.

81. Therefore, the respondents are bound to arrive at the amounts payable by the complainant/representationist afresh as on the billing

date of this month (July,2023) bill, by reckoning the amount of Rs.30,705/-as payable under the impugned bill dated 14.09.2021 and the future bill amounts payable by the complainant within 10 days from the date of this order **and report compliance within 15 days from the date of this order.**

**82.** In fact even if no such time stipulation is prescribed by the Vidyut Ombudsman for reporting compliance, as ordained under clause No.22.7 of Regulation No.3 of 2016, the DISCOM authorities are bound to report compliance within 15 days from the date of the order of Vidyut Ombudsman.

**83.** Since the orders of this Vidyut Ombudsman are placed on its Website and also the same are communicated to both side parties to their email address also on the date of pronouncement of the orders, there could no loss of time in communication. The rest of his claim under these points shall stand negated.

**84.** These point Nos. (i) and (ii) are accordingly answered.

**POINT NO.(iii): Entitlement to reconnection:**

**85.** There can be no problem for the DISCOM authorities to accord reconnection/restoration of supply of energy under his service connection on payment of arrears and on payment of reconnection charges and other legal formalities such as making an application seeking for reconnection.

**86.** Therefore, the respondents shall accord reconnection/restoration of supply of energy under his service connection on payment of arrears and on payment of reconnection charges and other legal formalities such as making an application seeking reconnection/restoration of supply of energy.

**87.** This point is accordingly answered.

**POINT NO.(iv): RESTORATION OF NEW TRANSFORMER:**

**88.** During the hearing, the first respondent admitted that the transformer is a dedicated transformer. There is no denial of the allegation made by the representationist/complainant that the transformer was shifted and that while changing the same there arose some problem. Since it is a dedicated transformer, a functioning transformer shall be restored to the representationist in accordance with the rules prescribed under GTCS.

**89.** This point is accordingly answered.

**POINT NO.(v): TO WHAT RELIEF/S:**

**90. (a) For the reasons assigned supra under point Nos.(i) and (ii)** the respondents are to be directed to arrive at the amounts payable by the complainant/ representationist afresh as on the billing date of this month (July,2023) bill, by reckoning the amount of Rs.30,705/- as payable under the impugned bill dated 14.09.2021 and the future bill amounts payable by the complainant by duly giving credit to the payments made by him subsequent to the bill dated 14.09.2021 **within 10 days from the date of this order and report compliance within 15 days from the date of this order.**

**(b) For the reasons assigned supra under point No.(iii),** the respondents shall accord reconnection/ restoration of supply of energy under his service connection soon on payment of arrears and reconnection charges and other legal formalities if any such as making an application seeking reconnection/restoration of supply of energy.

**(c) For the reasons assigned supra under point No.(iii),** since admittedly, the transformer relating to the service connection belonging to the representationist is dedicated transformer, a functioning transformer shall be restored to the representationist's

service connection in accordance with the rules prescribed under GTCS.

(d) There is an error in calculation in the billing. The consumer does not appear to have been making regular payments of C.C. bills. In the circumstances of the case, both the parties can be directed to bear their own costs.

(e) Rest of his claim shall be negated.

**91.** This point is accordingly answered.

**RESULT:**

**92. In the result, this representation is allowed in part and the respondents are hereby directed to arrive at the amounts payable by the complainant/ representationist afresh as on the billing date of this month (July,2023) bill, by reckoning the amount of Rs.30,705/- as payable under the impugned bill dated 14.09.2021 and the future bill amounts payable by the complainant by duly giving credit to the payments made by him subsequent to the bill dated 14.09.2021 **within 10 days from the date of this order and report compliance within 15 days from the date of this order.****

**(b) the respondents are further directed to accord reconnection/ restoration of supply of energy under representationist's service connection soon on payment of arrears and reconnection charges and other legal formalities if any such as making an application seeking reconnection/restoration of supply of energy.**

**(c) the respondents are further directed to restore a functioning transformer to the representationist's service connection in accordance with the rules prescribed under GTCS.**

**(d) Rest of claim of the representationist shall stand dismissed.**

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

This order is typed, corrected, signed and pronounced by me on this the 26<sup>th</sup> day of July, 2023

Sd/- Vinnakota Venkata Prasad  
VIDYUT OMBUDSMAN-AP

**Documents exhibited on behalf of Representationist.**

Ex.P1 is the xerox copy of the order of CGRF, APEPDCL made in C.G.No.43 of 2023 against which this representation is directed.

Ex.P2 is the xerox copy of the order of the CGRF,APEPDCL in C.G.No.95 of 2022.

Ex.P3 is the xerox copy of GSTR From 3B said to have been filed by Ganapathi Rice Mill of this complaint for the month of March,2021 during the financial year 2020-21.

Ex.P4 is the xerox copy of GSTR From 3B said to have been filed by Ganapathi Rice Mill of this complaint for the month of Febraury ,2021 during the financial year 2020-21.

Ex.P5 is the xerox copy of GSTR From 3B said to have been filed by Ganapathi Rice Mill of this complaint for the month of January,2021 during the financial year 2020-21.

Ex.P6 is the xerox copy of the letter dt.03.12.2022 said to have been addressed by the complainant for implementation of order under Ex.P2

Ex.P7 is the xerox copy of the letter addressed by the AAO, Amalapuram to the AEE, Katrenikona stating that there did not occur any difference in the amount demanded for the month of September,2021 even after apportionment of the consumption recorded in the month of September,2021 among the preceding 24 months (08/2019 to 08/2021)

Ex.P8 is the xerox copy of notice dated 18.01.2023 issued to the representationist by the AAO, Amalapuram making demand for payment of Rs.1,96,496/-.

Ex.P9 is the xerox copy of Data sheet for the period from 08/2019 to 08/2021 relating to the consumption, charges and the arrears (already billed and to be billed) relating to the service connection of this complainant/ representationist

Ex.P10 is the xerox copy of the details of the payments made by the representationist during the period from July, 2019 to September,2021.

Ex.P11 is the xerox copy of the complaint presented before the CGRF in the year 2023 (43/2023)

**Documents exhibited on behalf of Respondent Nos.1 and 3.**

Ex.R1 is the xerox copy of the details of the service connection relating to this representationist/complainant.

Ex.R2 is the xerox copy of the data sheet relating to the consumption, charges and arrears relating to the service connection of this representationist as regards the billing for the period from 12.01.2019 to 05.08.2022

Ex.R3 is the xerox copy of the payment details made by the representationist from 30.07.2019 to 11.09.2021 towards his service connection.

Ex.R4 is the xerox copy of the meter test card dated 12.10.2021

Ex.R5 is the xerox copy of the letter dated 28.11.2022 addressed by the AAO, Amalapuram to the Assistant Executive Engineer to secure payment of Rs.1,82,990/- due as on 29.11.2022 from the representationist else to send 'Bill Stop' proposals.

Ex.R6 is the xerox copy of letter dated 18.01.2023 from the AAO Amalapuram to this complainant making demand for payment of dues

at Rs.1,96,496/- as on the date of notice else to place his service connection under 'NB'.

Ex.R7 is the xerox copy of letter dated 09.02.2023 from the AAO Amalapuram to this complainant making demand for payment of dues at Rs.2,03,992/- and also informing him the compliance of order made in C.G.No.95/2022.

Ex.R8 is the xerox copy of letter dated 23.02.2023 from the AAO Amalapuram to this complainant informing him to pay the amount of Rs.85,039/- in 3 instalments as directed by the CGRF in C.G.No.43/2023 from 05/23 onwards along with the regular bill amounts.

#### **DOCUMENTS MARKED ON BEHALF OF THE 2<sup>nd</sup> RESPONDENT**

Ex. R9 is the letter dated 23.09.2023 from the AAO to the representationist.

Ex.R10 is the letter dated 09.02 the letter dated 23.09.2023 from the AAO to the representationist.

Ex.R11 is the letter dated 23.12.2022 from the AAO to the representationist.

Ex.R12 is the xerox copy of Data sheet for the period from 08/2019 to 08/2021 relating to the consumption, charges and the arrears (already billed and to be billed) relating to the service connection of this complainant/ representationist.

Ex.R13 is the letter dated 18.01.2023 from the AAO to the representationist demanding payment to a tune of Rs.1,96,496/-.

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

#### Copy to

1. Sri K.Veera Raghavulu, Managing Partner, Ganapathi Rice Mill, Sannavilli(v), Uppalaguptham(M), E.G.District -- Representationist

2. The Assistant Executive Engineer/ Operation/ APEPDCL/ Katrenikona.
3. The Assistant Accounts Officer/ APEPDCL/ ERO- Amalapuram.
4. The Deputy Executive Engineer/ Operation/ APEPDCL/ Mummadivaram.
5. The Executive Engineer/ Operation/ APEPDCL/ Amalapuram.

Respondents.

Copy to

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

Copy submitted to

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

//TRUE COPY//