

# VIDYUT OMBUDSMAN FOR THE STATE OF TELANGANA

5<sup>th</sup> Floor, Singareni Bhavan, Red Hills, Hyderabad - 500 004

**Present: R. Damodar**

Date: 18-03-2015

Appeal No.5 of 2015

Between

Sri. Shaik Rafiullah,  
M/s. Praveen Fabricators, IDA, Jeedimetla,  
Hyderabad

..... **Appellant / Complainant**

AND

1. The AE/Operation/Shapurnagar, TSSPDCL, R.R.District, Hyderabad
2. The AAO/ERO/Jeedimetla, TSSPDCL, R.R.District, Hyderabad
3. The ADE/Operation/Jeedimetla, TSSPDCL, R.R.District, Hyderabad
4. The DE/Operation/Kukatpally, TSSPDCL, Hyderabad
5. The SE/Operation/R.R.North, TSSPDCL, Hyderabad

..... **Respondents**

The above appeal filed on 12-03-2015 coming up for hearing before the Vidyut Ombudsman for the Telangana State on 18-03-2015 at Hyderabad in the presence of the Appellant / Complainant and the Respondents No.2,3 and 4 and having perused the record and the submissions of the both sides, the Vidyut Ombudsman passed the following:

## **AWARD**

2. The Appellant/Complainant claimed that he has a small workshop in 1,000 sq.ft area carrying on with work of fabrication and repairing of machinery, with connected load of 30 HP and that the approximate power consumption has been between Rs.3,500/- and Rs.4,500/- per month. He claimed that during the inspection, the officials of the Respondents have taken into consideration all the machines under repair due to be returned to the customers, and alleged that they found additional connected load of 54 HP and issued notice to him demanding development charges and security deposit in proportion to the alledged excess

connected load amounting to Rs.1,08,000/- (Rupees One Lakh and Eight Thousand only).

3. The Appellant/Complainant claimed that inspite of his efforts to persuade the respondents to re-inspect the premises which proved to be futile was forced to pay 50% of the total assessed amount. He claimed that the respondents have included the balance assessed amount in the bill for the month of July, 2014. He sought the resolution of the dispute by the Consumer Grievances Redressal Forum (CGRF).

4. The CGRF registered the dispute as CG.No. 238/214, issued notice to the parties, heard them and disposed off the matter through the impugned order dated 22-09-2014, directing the respondents, (a) to conduct re-inspection, re-assess the load and issue revised notice and (b) to adjust the 50% of the development charges collected in the future bills.

5. In spite of the afflux of time from 22-09-2014, when the Appellant/Complainant failed to get any relief, he preferred the present appeal complaining that the Respondents have not re-inspected the service connection and have not complied with the orders of CGRF and that his grievance remained unaddressed so far.

6. On notice, the Appellant/Complainant and the Respondents No. 2 to 4 have appeared on 18-03-2015 and heard.

7. The first and foremost, the Respondents have conceded that ADE/Operation, Jeedimetla (R3) has re-inspected the service connection of the Appellant/Complainant on 24-10-2014 at 11:30 AM and found 31.25 HP as against the contracted load of 30 HP. It came to light during the hearing that a copy of this re-inspection in Form L.T was not furnished to the Appellant/Complainant and he was under the impression that no re-inspection of his service connection took place. This situation has to be rectified. A copy of this re-inspection report has been furnished to the Appellant/Complainant.

8. The Respondent No. 3 has fairly conceded that a letter dated 27-10-2014 has been addressed by him to the Divisional Engineer/Operation, Kukatpally (R4) informing him that on re-inspection on 24-10-2014, the total connected load found was 31 HP as against the Contracted Load of 30 HP and the connected load is within the sanctioned load and that the Appellant/Complainant paid Rs.54,000/- (Rupees Fifty Four thousand only) out of the total demanded amount of Rs.1,08,000/- (Rupees One Lakh and Eight Thousand only) with a suggestion that if the load is within the sanctioned limit, the amount paid as per demand has to be adjusted in the future C.C. bills. If such is the case, there should not be any dispute.

9. The Respondents alleged that the demand for re-inspection was made on the provisional note issued on 02-02-2011 and by that date, there was no provision for re-inspection at the instance of the Appellant/Complainant. They admit that by way of an amendment dated 07-03-2012 to the terms 12.3.3.1 of General Terms & Conditions of Supply (GTCS) w.e.f 01-04-2012, re-inspection of the service connection was permitted to enable the consumer to carryout modifications etc., to comply with the statutory requirements and that they have not given this facility to the Appellant/Complainant, as the amendment dated 07-03-2012 was subsequent to the demand notice dated 02-02-2011. This assumption of the Respondents is not tenable. When the benefit of re-inspection is given by the Amendment to the terms 12.3.3.1 of General Terms & Conditions of Supply (GTCS) effective from 01-04-2012, it does not mean that subsequent to 01-04-2012 benefit of re-inspection in old cases cannot be given. The understanding to the contrary is not sustainable.

10. Further the Respondent No. 3 have correctly re-inspected the service connection on 24-10-2014 and communicated the inspection report to the Divisional Engineer/Operation finding no breach of contracted load by the date of re-inspection. He ought not to have insisted on payment of 50% of the balance Development and Security Deposit relating to the alleged discovery of additional connected load of 54 HP in the inspection of ADE/DPE on 02-02-2011.

11. In view of the aforementioned reasons, the Respondents are directed to:
- (a) recall the provisional notice dated 02-02-2011 demanding payment of Rs.1,08,000/- (Rupees One Lakh and Eight Thousand only) as Development Charges and Security Deposit, on the ground of excess connected load of 54 HP over and above contracted load of 30 HP and
  - (b) to adjust the amount of Rs.54,000/- (Rupees Fifty Four thousand only) paid by the Appellant/Complainant under the demand notice, in the future bills.

*This Award is corrected, signed and pronounced on this the 18<sup>th</sup> day of March 2015.*

Sd/-

**VIDYUT OMBUDSMAN**

**To**

1. Sri. Shaik Rafiullah,  
M/s. Praveen Fabricators, IDA, Jeedimetla,  
Hyderabad
2. The AE/Operation/Shapurnagar, TSSPDCL, R.R.District, Hyderabad
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6. The SE/Operation/R.R.North, TSSPDCL, Hyderabad

**Copy to**

1. **The Chairperson**, Consumer Grievance Redressal Forum -2 (Rural),  
Hyderabad - 500045.
2. **The Secretary**, TSERC, Hyderabad