



BEFORE THE VIDYUT OMBUDSMAN FOR THE STATE OF TELANGANA

First Floor 33/11 kV Substation, Beside Hyderabad Boat Club
Lumbini Park, Hyderabad - 500 063

**PRESENT : SRI MOHAMMAD NIZAMUDDIN
VIDYUT OMBUDSMAN**

SATURDAY THE TWENTY EIGHTH DAY OF FEBRUARY
TWO THOUSAND AND TWENTY SIX

Appeal No. 10 of 2020-21

Between

M/s.Oyster Medisafe Pvt. Ltd., Sy No.722, Dabilpur Village, Medchal Mandal, Medchal-
Malkajiri Dist - 501401, represented by its authorised representative, Sri Ramesh
Pawle. Cell: 9701301495.

..... Appellant

AND

1. The Assistant Divisional Engineer/Operation/Medchal/TSSPDCL/Medchal Dist.
2. The Divisional Engineer/Operation/Medchal/TSSPDCL/Medchal Dist.
3. The Senior Accounts Officer/Operation/Medchal Circle/TSSPDCL/Medchal Dist.
4. The Superintending Engineer/Operation/Medchal Circle/TSSPDCL/Medchal
Dist.

..... Respondents

This appeal is coming on before me for final hearing on this day in the presence of Mr. Palash Taing, Advocate for the appellant and Sri Pothuraju John - DE/OP/Medchal and Sri Prabhu - SAO/OP/Medchal for the respondents and having stood over for consideration, this Vidyut Ombudsman passed the following Award:-

AWARD

This appeal is preferred aggrieved by the Award passed by the Consumer Grievances Redressal Forum - (Greater Hyderabad Area), (in short 'the Forum') of Telangana State Southern Power Distribution Company Limited (in short 'TGSPDCL') vide CG. No. 392/2019-20/Medchal Circle dt.18.02.2020, rejecting the complaint.

CASE OF THE APPELLANT BEFORE THE FORUM

2. The case of the appellant before the learned Forum is that the respondents have released HT Service Connection No. MCL 1439 to the appellant at Sy.No.722, Dabilpur Village, Medchal Mandal in 2007 with a sanctioned load of 600 KVA. The appellant has applied for additional load from 600 KVA to 950 KVA. The respondents have sanctioned the said load on 30.08.2012. Thereafter the appellant paid an amount of Rs.8,82,520/- towards Development Charges and Security Deposit on 22.10.2012. The appellant comes under multi layer plastic zone/polymer industries in the HT-I Continuous Process Category, for availing 60% of Contracted Maximum Demand (in short 'CMD') during off peak period. On 01.11.2012, Andhra Pradesh Electricity Regulatory Commission (in short 'APERC') issued revised orders effective from 07.11.2012 till 31.03.2013 for levying higher penal charges. The agreement was entered into between the parties on 06.12.2012 for the increased load to 950 KVA. On 22.05.2013, the additional load was released. Thereafter the respondents issued an amendment permitting 100% of contracted demand throughout the month for HT-I Category Industries. The APERC on 08.08.2013 waived 50% of penal charges for all consumers for whom Restriction and Control (in short "R&C") measures were made applicable but such benefit was not extended to the appellant. On 26.11.2013, the appellant was permitted to avail the power supply treating it as HT-I continuous process industry. On 10.04.2017, the CGM of the respondents issued a Memo for a detailed report in respect of waiver of R&C penalties of the appellant. Accordingly respondent No.4 sent a detailed report to the CGM/Commercial stating that the appellant is a Continuous Process Industry but the CGM rejected the request of the appellant for waiver of the penalties on 08.06.2017. Finally the appellant gave legal

notice to the respondents on 09.04.2019 for extending the above said benefit to the appellant. The respondents gave reply to the said notice on 14.05.2019 waiving 50% of R&C penalties to the tune of Rs.1,14,21,084/- only denying the balance 50% of R&C penalties. In view of these factors, it was accordingly prayed by the appellant as under:-

- a. To set aside the order dt.14.05.2019 not considering the waiver of balance 50% of R & C penalties.
- b. To direct the respondents to recalculate the charges due from the appellant duly taking into consideration the 50% of the penalties already paid considering it is continuous process industry and the contracted demand approved by the respondents as 950 KVA instead of 600 KVA in the R&C penalties.
- c. To direct the respondents to waive the balance 50% R&C penalties as expeditiously as possible.

WRITTEN SUBMISSIONS OF THE RESPONDENTS BEFORE THE FORUM

3. In the written reply filed by the respondent No.4 before the learned Forum, it is, inter-alia, submitted that as per the clarification issued by the Superintending Engineer (LMRC), the appellant was treated as Continuous Process Industry w.e.f.04.10.2012 and accordingly, the R&C bills of the subject Service Connection were revised from 09/2012 to July 2013 and an amount of Rs.42,10,406/- was withdrawn and adjusted in the consumer's account.

4. The agreement for additional CMD of 350 KVA was entered into between the parties on 20.05.2013 and the supply was released from 22.05.2013. Based on the conclusion of the agreement date the CMD of 950 KVA was accepted. The appellant submitted the agreement for additional load of 350 KVA on 06.12.2012 but the APERC has issued proceedings No.APERC/Secy/16/2012-13 dt.01.11.2012 to stop release of additional load hence the additional load was not released. After lifting

the ban by the APERC, the additional load was released.

5. In the rejoinder filed by the appellant before the learned Forum it has reiterated the contents of the complaint. In the reply the respondents have denied the contents of the rejoinder.

AWARD OF THE FORUM

6. After considering the material on record and after hearing both sides the learned Forum has rejected the complaint.

7. Initially the appellant filed an appeal before this Authority vide Appeal No. 10 of 2020-21 reiterating the contents of the complaint filed by it before the learned Forum and praying to set aside the impugned Award of the learned Forum and also to grant interest @ 12% p.a, for the period holding the funds of the appellant after re-calculating the amounts taking into consideration the appellant's industry as Continuous Process Industry and CMD at 950 KVA. Like-wise respondent No.4 has also filed his reply in the appeal reiterating the contents of the written reply filed by him before the learned Forum.

8. After considering the material on record and after hearing both sides this Authority has allowed the Appeal on 21.03.2022 by setting aside the impugned Award and treating that the additional load was released on 22.10.2012 and treating the appellant industry as Continuous Process Industry from 04.10.2012 until the R&C measures were in vogue apart from other benefits. Challenging the said Award the respondents have preferred W.P.No.20545 of 2022 before the Hon'ble High Court.

9. The Hon'ble High Court allowed W.P.No.20545 of 2021 on 26.11.2025 and set aside the Award dt.21.03.2022 in Appeal No. 10 of 2020-21 on the file of this Authority and restored the present Appeal.

ARGUMENTS

10. The learned Advocate for the appellant has filed written submissions, contending among other things, that the appellant paid the required amount towards Development Charges and Security Deposit as required by the respondents on 22.10.2012 towards enhancement of load from 600 KVA to 950 KVA; that from 22.10.2012 the appellant is entitled to use additional load of 950 KVA; that the appellant came under HT-I Continuous Process Industry and that though the agreement was executed on 06.12.2012 for additional load upto 950 KVA, since 07.11.2012 is the date of effect of the order of the Hon'ble Commission dt.01.11.2012 and since prior to that the required amount of Rs.8,82,520/- was paid by the appellant, the appellant is also entitled for waiver of the balance 50% of the amount paid towards R&C penalty and hence it is prayed to direct the respondents to waive the balance 50% of the R&C penalty paid by it, to recalculate the amount payable to the appellant and pay the same with interest by setting aside the impugned Award.

11. On the other hand, the respondents have supported the impugned Award and requested to reject the appeal.

POINTS

12. The points that arise for consideration are:-

- i) Whether the appellant is entitled for waiver of the balance 50% of R&C charges paid by it with interest as prayed for?
- ii) Whether the impugned Award of the learned Forum is liable to be set

aside? and

iii) To what relief?

POINT Nos. (i) and (ii)

ADMITTED FACTS

13. The admitted facts are as under:-

- i. Initially the subject Service Connection was released in 2007 with a sanctioned load of 600 KVA.
- ii. The appellant paid Rs.8,82,520/- towards Development Charges and Security Deposit on 22.10.2012.
- iii. The appellant came under HT-I Continuous Process Industry Category.
- iv. Hon'ble APERC issued revised orders on 01.11.2012 effective from 07.11.2012 till 31.03.2013 not to release additional load and
- v. The respondents have waived 50% of R&C penalties for an amount of Rs.1,14,21,084/- and adjusted with the appellant's account and the balance 50% of the R&C penalty was not waived.

SETTLEMENT BY MUTUAL AGREEMENT

14. Both the parties have appeared before this Authority virtually and physically. Efforts were made to reach a settlement between the parties through the process of conciliation and mediation. However, no settlement could be reached. The hearing, therefore, continued to provide reasonable opportunity to both the parties to put-forth their case and they were heard.

REASONS FOR DELAY IN DISPOSING OF THE APPEAL

15. The present appeal was re-opened on 03.02.2026 as per the direction of the Hon'ble High Court. This appeal is being disposed of within the period of (30) days as directed by the Hon'ble High Court.

CRUX OF THE MATTER

RELEASE OF ADDITIONAL LOAD

16. An additional load of 350KVA from 600 KVA to 950 KVA was sanctioned on 30.08.2012. Subsequently the appellant paid an amount of Rs. 8,82,520/- towards the release of additional load on 22.10.2012 and got acknowledgement from the DISCOM on 23.10.2012. The Chief Electrical Inspector to the Government (in short "the CEIG") has accorded safety approvals and Energisation Certificate for enhancement of load on 05.01.2013. The date of release of 350 KVA additional load is 22.05.2013.

PRAYER OF THE APPELLANT

17. In the present appeal the prayer of the appellant is as under:-
- a. To set aside the impugned Award of the CGRF and
 - b. To recalculate the amounts by taking CMD @ 950KVA and to adjust the amount in the future bills. Pay the extra amount charged @ 12% p.a for the period of holding the funds.

**PLEAS TAKEN BY THE RESPONDENTS FOR NOT RELEASING 350 KVA
ADDITIONAL LOAD UNTIL 22.05.2013**

18. The respondents took the following pleas for not releasing the additional load:-
- a. The HT agreement is mandatory for the release of additional load as per the Clause 5.9.2.1 of General Terms and Conditions of Supply (in short 'GTCS'). HT agreement was not executed as on the date of subsisting of restriction imposed by APERC w.e.f., 07.11.2012.
 - b. CEIG approval is mandatory to the installation of the consumers where the supply of voltage exceeds 650 volts as per G.O.Ms.No 42 and 43 Energy (Services) department, before release of supply.

c. APERC has issued R&C measures proceedings not to release additional load under Clause 19(a) vide Proceedings No. APERC/Secy/16/2012-13 dated:01.11.2012 and effective from 07.11.2012.

HT AGREEMENT

19. The Clause 5.9.2.1 of GTCS envisages the consumer to complete all the pre-requisite formalities in respect of execution of agreement before release of supply. The Clause 5.9.2.1 of GTCS is reproduced here-under:-

Clause 5.9.2.1:-

“The company shall, after the consumer has completed all the pre-requisite formalities in respect of execution of Agreement and Security deposit, etc., make arrangements to supply electricity in the manner prescribed and issue a notice to the consumer indicating that it is ready to provide supply within the time period specified in the APERC (Licensees duty for supply of electricity on request) Regulation, 2004 (No.3 of 2004) read the Section 43 of the Act. Such supply should be availed by the applicant within a period of three months from the date of issue of the notice.....”

In the present case the agreement was signed by the appellant on 06.12.2012, during the R&C restriction period i.e., from 07.11.2012 to 31.03.2013. The release of additional load is restricted during the above said period vide APERC proceedings dt.01.11.2012. As per record the payment was made by the appellant on 22.10.2012 and acknowledged by the respondents on 23.10.2012. Soon after the payment it is the duty of both the parties to conclude the HT agreement. It is mandatory upon the appellant to complete pre-requisite formalities in respect of execution of agreement under Clause 5.9.2.1 of GTCS, as stated above to make the respondents arrangements for release of supply. The respondents have contended that non submission of HT agreement by the appellant is the reason for not releasing the additional load before 07.11.2012.

DUTY OF THE RESPONDENTS OVER HT AGREEMENT

20. There were clear directions from the Hon'ble APERC vide R&C order dated 01.11.2012 effective from 07.11.2012 not to release the additional loads. The respondents were well versed by R&C order 01.11.2012 that the appellant may lose the option to get the additional load, in view of the restriction effective from 07.11.2012. It would have been imperative upon the Licensee to release all the additional loads which are under process i.e., already sanctioned and the cases where payments were made. Here by accepting the payments towards additional load, the respondents gave commitment to honour the appellant's request to release 350 KVA load. In the present case payments were made on 22.10.2012 i.e., (15) days prior to the restriction of additional load. The respondents preferred to keep silence on the restriction to avoid the release of additional load. Non-initiation of any action to expedite the release of additional load, resulted in shortage of quantum of load capacity to be utilised by the appellant as restricted to 60% of the CMD (if additional load released it would be 60% of 950 KVA).

21. The appellant having paid all the requisite amounts for release of additional load was ignorant of the penal Clause and utilised the quantum of load with respect to 950 KVA CMD. Since the additional load was not released the respondents resorted to levy penalties as per the proceedings of the APERC. Consequently the appellant had to pay the penalties against utilising the excess load over the restricted value of 60% of the 950 CMD instead of 950KVA. Here the onus of releasing the additional load also lies upon the respondents. Hence the reasons attributed by the respondents against the consumer for not submitting the HT agreement before the date of restriction by the

Hon'ble APERC i.e 7.11.2012 is not tenable. Both the parties are equally responsible to conclude the HT agreement for release of additional load.

ALTERATION OF HT AGREEMENT.

22. It is the argument of the learned Advocate of the appellant that the agreement in the present case for additional load was tampered with by the respondents, without the concurrence /knowledge / consent of the appellant. The respondents in this regard submitted that the appellant submitted the agreement on 06.12.2012, during which period there was ban for releasing the additional load. Therefore soon after lifting the ban by the APERC, the additional load was released on 20.05.2013, which was mentioned in the page No.1 of the agreement. This argument of the respondents is quite convincing. Therefore the argument of the learned Advocate of the appellant that the respondents have tampered with the agreement cannot be accepted.

CEIG APPROVAL

23. Here the question to be addressed is whether the CEIG approval is mandatory to the installation of the consumers availing additional load of supply over the existing contracted load. As per the Lr.No.SE/O/RRCN/Coml./DR.No.440/12-13/D.No 1275/12, Dt.30.08.12, the enhancement of 350 KVA additional load requires replacement of CTPT set from 40/5 A to 60/5 A and its consequent replacement of switch gears. Apparently in view of modification of electrical installations and the safety aspect CEIG, safety approval and energisation certificate is mandatory as per the Clause 43(4) of the Central Electricity

Authority (Measures relating to safety & Electric Supply) Regulation 2010, which is re-produced here-under:-

Clause 43(4) of CEA :-

“The owner of any installation of voltage exceeding 650 V who makes any addition or alteration to his installation shall not connect to the supply his apparatus or electric supply lines, comprising the said alterations or additions unless and until such alteration or addition has been approved in writing by the Electrical Inspector.”

Under Clause 43(4) of Central Electricity Authority (Measures relating to safety and Electric supply) Regulation, 2010 any additions or alteration in the installation shall not be connected to supply until the same are approved in writing by the competent authority. This is also reckoned in Clause 5.5.1 of GTCS which is reproduced here-under:-

5.5 Approval of consumer's installations:

5.5.1 Before, wiring or apparatus in the case of LT consumer, and transformers switchgear and other electrical equipment in the case of HT consumers, is connected to the company's system, the same shall be subject to the inspection and approval of the Designated Officer of the company and no connection will be made without his approval. In addition, all HT installations will have to be approved by the **Electrical Inspector as required under the Indian Electricity Rules, 1956.**

Accordingly the Chief Electrical Inspector has issued approval for release of additional load to the appellant on 05.01.2013. It is clear from the above given provisions that any additions or alteration in the installation shall not be connected to supply until the same are approved in writing by CEIG. The issue in the Appeal is that the certificate is procured after the date of restriction imposed on additional loads by the APERC w.e.f., 07.11.2012. The delay in submission of the mandatory document of CEIG approval was mentioned as the reason for not releasing additional load by the respondents. After

making the payments it was appellant's responsibility to get the approval of CEIG expeditiously for the release of additional load. The delay in producing the said document constrained the respondents for not releasing additional load.

APERC PROCEEDING Dt.01.11.2012 (w.e.f 07.11.2012)

24. The Clause 19(d) of the said proceeding envisages the licensee to restrict the release of additional loads from the period 07.11.2012 to 31.03.2013, which is reproduced here-under:-

Clause 19 (d):-

"The Distribution Licensees shall not release new additional loads from the existing services till these restrictions are removed. However, the de-rated demand can be restored to original capacity on a request from a consumer."

The respondents plea is that they followed the above given instructions of APERC in not releasing the new additional load. But they had the option to release the additional load of 350 KVA before the restriction imposed by APERC, since they had foreseen the situation in view of the APERC proceedings dated 01.11.2012 effective from 07.11.2012. The APERC proceedings were not introduced abruptly, the orders dated 01.11.2012 were issued with a (7) days time interval, with implementation date of 07.11.2012. During the course of time the APERC has given the relaxation towards the release of additional load vide proceedings No. APERC/Secy/37/2013 dt. 10.05.2013, under priority basis, which is reproduced here-under:-

Proceedings No. APERC/Secy/37/2013 Dated:10.05.2013

Clause 3(a):-

"First Priority: The Discom shall release the additional loads to all the consumers who have paid Development Charges, service line charges and Security Deposits, as on 07.11.2012."

The above given Clause gave the preference to the consumers who have paid the requisite charges such as Development Charges, service line charges and Security Deposits as on 07.11.2012, subsequently the respondents released the additional load of 350 KVA on 22.05.2013 following the above given orders.

PROCEEDINGS NO.APERC/Secy/13/2012-13 Dt.07.09.20212

25. In view of the energy deficit situation during the year 2012-13, the APERC imposed Restriction and Control measures from 07.09.2012. The respondents sanctioned the scheme of additional load to the appellant and accepted the requisite charges. This factum goes to show that the respondents were committed to release the additional load of 350 KVA applied by the appellant in spite of the on going R&C measures. Thus it can be understood that the scheme was sanctioned consequent to technical feasibility of 350 KVA load. After all the requisite payment was paid by the appellant, the respondents had (15) more days to release the additional load before the date of restriction dated 07.11.2012. They had the responsibility to release the additional load by accepting the payments. The R&C orders of the APERC did not give the respondents an exclusive right to impose the penalty but it was used as a deterrent for the usage of excess load with respect to limitations given in the R&C orders. It is made clear in the R&C orders vide sub clause (a) of para 18 of APERC proceedings dated 01.11.2012, the respondents have to issue warning notice for first violation and in case of subsequent violation to disconnect the service, instead the respondents preferred to impose heavy penalties upon the appellant. The same approach had to be shown by the respondents in handling the present issue, but they failed to do so. As per Clause 2.2.13 the date of commencement of supply is the date when company

activates the consumer installations by connecting to the distributing main, or the date of expiry of the notice period mentioned in the Clause 5.9.2.1, whichever is earlier.

As per the HT test report signed by the respondent-officials and appellant representatives.

- a. Date of sanction - 30.08.2012.
Sanction Memo No: SE/O/GHWC/Comml/DR. No. 440/12- D. No.1274/11
Dt.30.08.2012.
- b. Date of payments - 22.10.2012.
- c. Date of conclusion of agreement -20.05.2013.
Lr.No. DEE/OP/MDCL/Comml/F. HT. /D.No:231/12.Dt.20.05.2013.
- d. Date of release order - 21.05.2013.
Release Order. Memo . No :DEE/OP/MDCL/Comml/F-HT/ D. No:663/13
Dt:21.05.2013.
- e. Date of commencement of supply - 22.05.2013.

As per the definition given under Clause 2.2.13 date of commencement of supply which refers to implementation of billing as per the agreement concluded between the parties, from the date of giving supply to the consumer installation. Here in the present case, the date of release of additional load supply is 22.05.2013, on which date the billing commenced with the contracted load of 950 KVA (600+350)KVA. The appellant's plea is that they were deprived of the benefits of commencing the date of supply even when they have made all the requisite payments (15) days prior to the restrictions against the release of additional loads.

M/s. OYSTER MEDISAFE PVT. LTD., - CONTINUOUS PROCESS INDUSTRY

26. The APERC had given proceedings from time to time since September 2002 towards R&C measures implementation imposing restrictions in usage of supply and penal charges towards excess usage then permitted value. Depending upon the pattern of usage of supply certain industries were given relaxation. Similarly, industries

following a Continuous Process were given certain benefits towards Permitted Demand Limit (PDL) & Permitted Consumption Limit (PCL). The appellant contended that though being an Continuous Process Industry they were not given the benefits of R&C billing and hence pleaded vide representation dated 26.08.2013 to revise the bill to that extent. Based on the confirmation given by the Superintending Engineer, LMRC, the subject Service was treated as Continuous Process Industry and accordingly bills were revised and appellant's Service Connection accounts were credited with Rs.42,10,406/-.

**WAIVER OF 50% PENALTY :- PROCEEDINGS No. APERC/Secy/154/2013
dt.08.08.2013**

27. The appellant has claimed for waiver of the entire penalty levied under R&C measures relying on the release of additional load of 350 KVA for an above 600 KVA. The request was not considered by the respondents based on the proceedings of the APERC dated 01.11.2012. Vide Proceedings No. APERC/Secy/154/2013, dated 08.08.2013, the respondents gave 50% waiver of R&C penalties. The relevant Clauses 47, 48 and 50 are reproduced hereunder:-

Clause 47: The penalties levied were not to penalise consumers with these disproportionately harsh penalties, but to safeguard the grid and also supply power to all the consumers on an equitable basis.

Clause 48: These penalties were not intended as a source of revenue to DISCOMs. These penalties not only saved the grid which was the main objective but also insured supply to all the consumers in an equitable manner. These penalties were not intended as a source of revenue to DISCOMs. Penalties levied are considered disproportionate and excessive. The benefits of availing additional power through violation of R&C measures is to be compensated with only equitable proportionate penalty. In public interest, a part waiver of penalty is considered to reduce the undue burden on account of harsh and excessive penalties in form of financial costs for all the consumers.....

Clause 50: Accordingly, the commission hereby waives 50% of penal charges for all consumers for whom R&C measures were made applicable vide order

Dt:07.09.2012 and all orders issued from time to time including the last order
Dt:17.04.2013.

Adverting to the above, the respondents gave waiver of 50% R&C penalties for an amount of Rs. 1,14,21,084/- and adjusted it to the consumer. Vide Lr .No. CGM (Comml)/ SE(C)/DE(C)/ADE-I/D .NO. 759/19, Dt.08.06.2017, the DISCOM rejected the request of the appellant towards waiver of balance 50% R&C penalties. The appellant countered that APERC relaxed the R&C penalties to the extent of 50% of the levied penalties and ordering for adjustment of the amount paid in excess of 50% in the future bills of the consumers and the said order was implemented.

RESOLVING THE DISPUTE

28. Under the given circumstances it is prudent to say that the dispute would not have been emanated if both the parties had acted expeditiously and prudently. The appellant had to produce the mandatory documents such as HT agreement and CEIG certification on time. It was not done. On the other hand, the respondents have not acted wisely to release the additional load after giving sanction to the scheme and approving technical feasibility before the restriction given by the APERC. It would have been justified on the part of respondents to take notice of the restriction having committed to release the additional load from the appellant who have made requisite payments. Instead the respondents penalised the appellant with harsh penalties who had good intention to avail the excess load by way of sanction from the competent authority of the respondents and paid the required amount. In view of the peculiar facts and circumstances discussed above, it is just and necessary to meet the ends of justice to make both the parties equally liable for the dispute in order to end the litigation finally which started in 2012 and resolve the dispute with an amicable solution. The dispute is

in regard to the balance 50% of R&C penalties after waiver of Rs. 1,14,21,084/- which is 50% of the R&C penalties. Hence the liability of balance 50% of R&C penalties pending to be adjudicated is liable to be shared equally between both the parties. i.e., the appellant is liable to pay 50% out of Rs.1,14,21,084/- which shall be adjusted in the future bills of the appellant and the respondents are liable to retain the balance 50%.

The particulars are as under:-

Sl.No	Description	Amount (Rs.)
1	R&C penal charges	2,28,42,166.31
2	Less waiver of 50% penal charges in terms of order dated 08.08.2013 of APERC	1,14,21,084.00
3	Amount paid by the appellant under protest, as admitted by the respondents vide letter dt.12.04.2017 (Annexure-A9) Page-70	1,14,21,084.00
4	50% of Rs.1,14,21,084.00 is equally liable up on both the parties	57,10,541.00

29. The learned Advocate for the appellant has relied upon para No. 30 of the judgement of the Hon'ble Appellate Tribunal for Electricity in Appeal No. 383 of 2022 dt.02.02.2024 and contended that the Award passed by the Ombudsman in the present appeal on 21.03.2022 cannot be set aside wholly. This argument of the learned Advocate cannot be accepted because the facts in the judgement referred in by the Advocate and the facts of the present case are quite distinct. Apart from that according to the Hon'ble High Court the Ombudsman who passed the earlier Award was not qualified to pass such an Award. Thus the Hon'ble High Court has set aside the entire Award of the earlier Ombudsman. In view of these factors, these points are accordingly decided partly in favour of the appellant and partly in favour of the respondents and the

impugned Award of the learned Forum is liable to be set aside to that extent. The appellant is not entitled for any interest for the peculiar facts and circumstances of the case.

Point No.(iii)

30. In view of the findings on point Nos.(i) and (ii), the appeal is liable to be allowed in part.

RESULT

31. In the result, the Appeal is allowed in part and the impugned Award of the learned Forum is set aside. Out of the balance 50% of R&C penalties which is Rs.1,14,21,084/-, the respondents have to retain Rs. 57,10,542/- being half of the above said amount. The appellant is entitled for the balance half of Rs. 57,10,542/-, which shall be adjusted in the future bills of the appellant. Any excess amount paid by the appellant apart from the above liable amount of Rs.57,10,542/- shall be adjusted by the respondents in the future CC bills of the subject Service Connection. The appeal is rejected in respect of the claim of interest.

A copy of this Award is made available at <https://vidyutombudsman-tserc.gov.in>.

Typed to my dictation by Office Executive cum Computer Operator, corrected and pronounced by me on the 28th day of February 2026.

Sd/-

Vidyut Ombudsman

1. M/s.Oyster Medisafe Pvt. Ltd., Sy No.722, Dabilpur Village, Medchal Mandal, Medchal-Malkajiri Dist - 501401, represented by its authorised representative, Sri Ramesh Pawle. Cell: 9701301495.
2. The Assistant Divisional Engineer/Operation/Medchal/TSSPDCL/Medchal Dist.
3. The Divisional Engineer/Operation/Medchal/TSSPDCL/Medchal Dist.
4. The Senior Accounts Officer/Operation/Medchal Circle/TSSPDCL/Medchal Dist.
5. The Superintending Engineer/Operation/Medchal Circle/TSSPDCL/Medchal Dist.

Copy to

6. The Chairperson, Consumer Grievances Redressal Forum of TGSPDCL-GHA, Vengal Rao Nagar Erragada, Hyderabad.

