



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**

MONDAY THE THIRTIETH DAY OF JUNE
TWO THOUSAND AND TWENTY FIVE

Appeal No. 14 of 2025-26

Between

M/s. Kwaliti Ice Industry, represented by its proprietor Sri Vijay Kumar,
s/o. late Rajeshwar Lal Agarwal, H.No.19-2-211/C, Ramnasthupura,
Near Zoo Park, Hyderabad - 500064.

..... Appellant

AND

1. The Assistant Engineer/Operation/Chandulal Baradari/TGSPDCL/Hyderabad South.
2. The Assistant Divisional Engineer/Operation/Miralam/TGSPDCL/Hyderabad South.
3. The Assistant Accounts Officer/ERO/Salarjung/TGSPDCL/Hyderabad South.
4. The Divisional Engineer/Operation/Charminar/TGSPDCL/Hyderabad South.
5. The Superintending Engineer /Operation/Hyd.South/TGSPDCL/Hyderabad South.

.....Respondents

This appeal is coming on before me for final hearing on 28.06.2025 in the presence of Sri Ravinder Prasad Srivatsava - authorised representative of the appellant and Sri G.Venkatesh Goud - ADE/OP/Miralam, Smt. A. Kavitha - AAO/EROSalarjung and Sri K. Chandra Shekar Rao - JAO/ERO-III for the respondents and having stood over for consideration, this Vidyut Ombudsman passed the following:-

AWARD

This appeal is preferred aggrieved by the Award passed by the Consumer Grievances Redressal Forum -II, Greater Hyderabad Area (in short 'the Forum') of Telangana State Southern Power Distribution Company Limited (in short 'TGSPDCL') in C.G.No.03/2025-26/Hyderabad South Circle. dt.31.05.2025, rejecting the complaint.

CASE OF THE APPELLANT BEFORE THE FORUM

2. The case of the appellant is that the respondents have released Service Connection No. M3009491 (jn short "the subject Service Connection") to the appellant. In July 2002, the respondents have issued wrong bill of CC charges for Rs.1,22,739/- (Rupees one lakh twenty two thousand seven hundred and thirty nine only). On the representation of the appellant, that bill was rectified and the CC charges bill was issued for Rs.11,922/- (Rupees eleven thousand nine hundred and twenty two only). It was paid accordingly on 14.08.2002. In August 2002, the respondents have issued CC charges bill dt.01.09.2022 for Rs.1,870/- by showing credit balance of Rs.1,20,106/- (Rupees one lakh twenty thousand one hundred six only). Thereafter, the respondents have issued CC bills from September 2002 to February 2003 as under:-

1. September 2002 Rs.1,870/-
2. October 2002 Rs.1,870/-
3. November 2002 Rs.1,870/-

- | | |
|------------------|-------------|
| 4. December 2002 | Rs.2,267/- |
| 5. January 2003 | Rs.2,664/- |
| 6. February 2003 | Rs.63,570/- |

In February 2003, the credit balance was shown as Rs.55,908/-. In April 2003, the CC charges bill stood at Rs.1,06,846/- with credit balance of Rs.55,908/-. The credit balance became '0' in March 2003 billing month. Hence, the issue of credit balance of Rs.1,20,106/- was closed in March 2003.

3. The monthly bill of January 2005 was issued on 05.02.2005 for an amount of Rs.36,985 which was paid on 17.02.2005. Hence, the outstanding balance was '0'. The monthly bill of February 2005 dt.08.03.2005, other than the CC bill of Rs.52,455/-, an amount of Rs.1,10,817/-, was shown as arrears and also levied an amount of Rs.2,523/- towards additional charges, without notice. Challenging the same, the appellant preferred W.P.No.5451 of 2005. The Hon'ble High Court while allowing the said Writ Petition on 08.10.2014 has directed the respondents to issue fresh notice to the appellant with respect to the amount of Rs.1,10,817/-, to give opportunity to the appellant for reply, decide the dispute and comply with the said order within (90) days, which was not complied with.

4. The respondents have issued notice dt.15.02.2025 for disconnection of the subject Service Connection on failure to pay Rs.12,23,577/- including the additional charges levied from March 2005 to February 2025.

5. The appellant challenged the said demand notice dt.15.02.2025 by filing W.P.No.4741 of 2025. The Hon'ble High Court while disposing of the said Writ Petition directed the respondents to consider the re-connection of power to the subject Service Connection, conduct a personal hearing and pass appropriate order. Thereafter respondent No.4 has issued notice for Rs.14,27,097/- on 11.03.2023 and instructed the appellant to attend the hearing in the chambers of respondent No.5. Out of the amount of Rs.14,27,097/- an amount of Rs.1,94,700/- was pertaining to CC bill of January 2025. It was paid on 23.03.2025. Now, the disputed amount is restricted to Rs.12,33,097/-.

6. The collection column in respect of additional charges from March 2005 to November 2023 for an amount of Rs.7,10,707/- covering different periods was adjusted towards additional charges instead of CC charges, shown as under:-

1. Rs.14,335/- from March 2005 to December 2005
2. Rs 800/- in January 2006
3. Rs.16/- in February 2006
4. Rs.1/- in March 2006
5. Rs 6/- in April 2006
6. Rs.34,949/- in January 2007
7. Rs.12,341/- in April 2009
8. Rs.20,333/- in May 2009
9. Rs.1,21,844/- in April 2011
10. Rs.58,414/- in June 2011
11. Rs.33,805/- in May 2012
12. Rs.24,058/- in July 2012
13. Rs.48,240/- in May 2013
14. Rs.57,947/- in June 2013
15. Rs.2,530/- in June 2018
16. Rs.13,345/- in April 2022

- 17. Rs.10,184/- in May 2022
- 18. Rs.65,340/- in June 2022
- 19. Rs.1,92,219/- in November 2023, totalling Rs.7,10,707/- .

7. Respondent No.4 vide his letter No.DEE/OP/Charminar/Technical/Hyd/D.No.07/2025 dt.04.04.2025 (in short 'the impugned letter') required the appellant to pay Rs.12,40,451/- (Rupees twelve lakhs forty thousand four hundred and fifty one only) upto the end of March 2025, which is not correct. In view of the above circumstances, it is prayed to set aside the impugned letter etc.,

WRITTEN SUBMISSIONS OF THE RESPONDENTS

8. In the written reply filed by respondent No.3, before the learned Forum, it is, inter-alia, submitted that the subject Service Connection was released to the appellant on 31.03.1988 under Category-III. In August 2002, the meter reader of CH. Baradari section has showed bill under status '05' for an amount of Rs.1,22,739/- with closing reading - 234800 and units - 28342. When the consumer (appellant) approached the office of respondent No.3 in August 2002, the said bill was rectified to Rs.11,922/- and an amount of Rs.1,10,817/- was withdrawn. In September 2002, the bill was issued under status '03' for Rs.1,20,106/- (negative amount) as the amount was withdrawn twice, the same was reflected as negative arrears -Rs.1,30,019/-. Thereafter, the consumer has not paid the CC bills from September 2002 to April 2003 till the completion of adjustment of the negative balance amount.

9. During the audit in February 2005, it was noticed that an amount of Rs.1,10,817/- was withdrawn manually in August 2002 but again in September a bill was issued under status '03' and an amount of Rs.1,20,106/-(negative amount) was shown. The amount of Rs.1,10,817/- was withdrawn twice. Therefore, the amount payable by the consumer was added in the bill of August 2005.

10. Challenging the above said bill the appellant filed W.P.No.5451 of 2005 before the Hon'ble High Court. The Hon'ble High Court allowed the said Writ Petition and the respondents acted as per the direction of the Hon'ble High Court mentioned in its final order. Thereafter, respondent No.1 issued disconnection notice to the appellant on 15.02.2025. Challenging the said notice, the appellant filed W.P.No.4741 of 2025. The Hon'ble High Court has disposed of the said Writ Petition with specific directions to the respondents. They have acted accordingly. Respondent No.4, thereafter issued notice dt.11.03.2025. At that stage, the appellant made a representation seeking details of arrears accumulated. Finally, respondent No.4 issued, the impugned letter demanding the appellant to pay Rs.12,40,451/- pending upto the ending of March 2025.

REJOINDER

11. In the rejoinder filed by the appellant, it is submitted that for the mistake of the respondents, the appellant cannot be penalised. No notice was

served by the respondents as directed by the Hon'ble High Court in W.P.No.5451 of 2005.

AWARD OF THE FORUM

12. After considering the material on record and after hearing both sides, the learned Forum has rejected the complaint on the ground that it has no jurisdiction as the complaint is regarding non-implementation of the order of the Hon'ble High Court.

13. Aggrieved by the Award passed by the learned Forum, the present appeal is preferred, reiterating the contents of its complaint filed before the learned Forum. It is accordingly prayed to set aside the impugned letter demanding Rs.12,40,451/- inclusive of Rs.11,72,462/- towards additional charges from March 2005 to February 2025.

WRITTEN SUBMISSION OF THE RESPONDENTS

14. In the written reply filed by respondent No.3, she has reiterated the contents of her written reply filed by her before the learned Forum.

ARGUMENTS

15. In the written arguments filed by the appellant, it is, inter-alia, submitted that Rs.1,10,817/- is not due by the appellant for payment to the respondents; that no notice was issued by the respondents to the appellant after disposal of the W.P.No.5451 of 2005; that for the mistake of the

respondents, the appellant is not liable to pay any amount; that the appellant paid all the due amounts to the respondents and hence it is prayed to set aside the impugned letter by setting aside the impugned Award.

16. On the other hand, the respondents have supported the impugned Award and prayed to reject the appeal.

POINTS

17. The points that arise for consideration are:-

- i) Whether the impugned letter demanding Rs.12,40,451/- inclusive of Rs.11,72,462/- is liable to be set aside?
- ii) Whether the impugned Award passed by the learned Forum is liable to be set aside? and
- iii) To what relief?

POINT No. (i) and (ii)

ADMITTED FACTS

18. It is an admitted fact that the respondents have released the subject Service Connection on 31.03.1988 under Category-III. It is also an admitted fact that the concerned meter reader has issued the bill under Status-05 for an amount of Rs.1,22,739/- with closing reading -234800 and units 28342 and when the appellant approached the respondents that wrong bill was revised manually to Rs.11,922/- and an amount of Rs. 1,10,817/- was withdrawn.

SETTLEMENT BY MUTUAL AGREEMENT

19. Both the parties have appeared before this Authority on different dates 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

20. The present appeal was filed on 11.06.2025. This appeal is being disposed of within the period of (60) days as required.

CRUX OF THE MATTER

21. The present dispute is regarding levy of Rs. 1,10,817/- during the month of February 2005, consequent to the audit objection, wherein it was found that Rs. 1,10,817/- was withdrawn twice, once by manual and on the second occasion by computer, during the month of August and September 2002, resulting in balance amount in the account of consumer Service Connection No. M3009491.

HOW THE MISTAKE OCCURRED AND HOW IT WAS UNRAVELLED

22. The record produced in this case shows that in the month of August 2002 the bill for the subject Service Connection was issued under status '05'

(door lock) for an amount of Rs. 1,22,739/-. It was a mistake. Subsequently upon the complaint raised by the consumer the bill was revised and an amount of Rs. 1,10,817/- was withdrawn by effecting the transaction manually. Thereafter in the next month the bill was issued under status 03 (under disconnection) with an amount of Rs (negative amount) Rs.1,20,106/-, this time by computer resulting in withdrawal of Rs. 1,10,817/- twice. Owing to the existing negative balance amount the consumer did not pay the monthly demand amount from September 2002 to April 2003 until the adjustment of the negative balance amount. The appellant ought to have brought it to the knowledge of the respondents. But it was not done.

23. This discrepancy was unravelled during the audit conducted in the month of February 2005, wherein, it was found that an amount of Rs. 1,10,817/- was deducted manually in August 2002 and automatically in September 2002 subsequently, the shortfall amount of Rs. 1,10,817/- was added in the bill of August 2005. This dispute has existed till date for a total period of two decades.

SERVICE OF NOTICE

24. Consequent to the abrupt levy of Rs.1,10,817/- in the bill for the month of August 2005, the consumer approached the Hon'ble High Court and filed W.P.No . 5451/2005. The Hon'ble High Court gave the following directions in its final order:-

*“In the circumstances, the demand of Rs. 1,10,817/- towards arrears in the monthly bill issued on 08.03.2005 is **deferred** and the respondents are at liberty to issue a notice to the petitioner within a period of three months from the date of receipt of a copy of this order and the petitioner should be given an opportunity of submitting representation on the notice with regard to payment of arrears and after receipt of the representation, the respondents may pass appropriate orders, basing on which a decision may be taken for recovery of the arrears”.*

The respondents claimed that they have complied with the above directions by sending notice to the consumer on 20.10.2014, (the date is mentioned as 20.09.2014 by mistake), to that extent submitted the copy of notice having signature from the consumer/ representative as received. The respondents have sent the above said notice by way of registered post also. Copy of acknowledgement is also shown. On the other hand, the appellant denied the above claim of the respondents and argued that the order of the Hon'ble High Court was not complied with by the respondents. At this stage it is necessary to refer to the relevant Clause of General Terms and Conditions of Supply (in short 'GTCS').

Clause 19.1 of the GTCS: Service of notice

19.1.1 *The delivery of any order/notice by the company to the consumer including those under section 171 of the Act shall be undertaken in the following manner:*

By RPAD/ Certificate of posting/Courier/other similar means; or

By hand to the person residing at the address notified to the company by the consumer; or

By affixation at a conspicuous part of such premises in case there is no person, on whom the same can, with reasonable diligence, be delivered.

19.1.2 Any notice/ order shall be deemed to be delivered to the consumer, in case of i) above, on the date of despatch to the consumer; in case of ii) above, on the date of delivery; and in case of iii) above, on the date of affixation 'Date of service'")

Inasmuch as the respondents have sent the required notice through RPAD apart from personal notice, it is sufficient service. More-over under Sec.27 of the General Clauses Act there is a presumption that if a registered post letter is sent, it is deemed that such letter is received by the addressee. In view of these factors, I hold that there is proper service of notice on the appellant at the relevant time.

MONTHLY DEMAND COLLECTION ARREARS

25. The contention of the appellant is that Rs.11,72,462/- from the month of March 2005 to February 2025 towards additional charges was unfairly claimed by the respondents and total of Rs.7,10,707/- is adjusted under additional charges instead of the CC charges and contended that it is in violation of Clause 7 of Code of Practice for bill payment. Now it is desirable to refer to the said Clause which is as under:-

Clause 7:- Adjustment of bill amount, is reproduced here under:

The amount paid by the consumer shall first be adjusted as per the priorities stated hereunder:

1st priority:

- a) Arrears of C.C charges.
- b) arrears or additional charges/ surcharge (**undisputed**)

2nd priority:

- a) Current month CC charges
- b) Current month additional charges/ surcharge

26. Both the appellant and the respondents gave the monthly billed demand collection and closing balance from February 2005 and January 2006 respectively upto February 2025, putting forth their claim. A thorough analysis is required in this regard.

27. The monthly payments of the appellant is random in nature not commensurating to the corresponding monthly demand, which results in accumulation of certain part of monthly demand as arrears in next billing month and vice versa, if the payment is in excess of the monthly demand is adjusted in the next month. Since January 2006 there are a total number of about (17) occasions where the additional surcharge amounts were adjusted. For example, as per the statement of the appellant for the month of November 2023, the monthly demand was Rs.2,89,153/- whereas the consumer paid an amount of Rs. 5,67,242/-. During this month an amount of Rs. 3,72,975/- towards CC charges Rs.2012.58/- towards ED charges, Rs.35.53/- towards ED interest and Rs.1,92,219/- towards additional charges were adjusted accordingly. This factum goes to show that the respondents adhered with the priorities of the first amount to be adjusted as per the Clause 7 (adjustment of bill amount) under code of practice on payment of bills given by the Telangana State Electricity Regulatory Commission. In all the respondents claimed

Rs.12,40,451/- as pending arrears as on March 2025 upon the subject Service Connection after taking all the payments made by the appellant, since June 2002. The said statement is as under:-

Consumption, Billing, Collection and Arrears History								
Service Number	M3009491							
Name	KWALITY ICE							
Section Name	87 CHANDULAL BARADARI							
Area Name	87 GRC							
Contr / Conn Load	87.00/ 87.00							
Security Deposit	534840							
Multiplying Factor	1							
Bill Date	Status	Closing Reading	Units in kWh	Demand (Rs.)	JE Debit (Rs.)	Collection (Rs.)	JE Credit (Rs.)	Arrears (Rs.)
May-25	7	13173	35872	294207.5	0	264416	20689.5	1260458
Apr-25	1	978346	38224	315300	0	304395	0	1251356
Mar-25	3	941235	0	16088	0	202734	0	1240451
Feb-25	1	941235	24089	203520	0	0	0	1427097
Jan-25	1	917890	27926	234581	0	226178	0	1223577
Dec-24	1	893150	32241	269176	0	260858	0	1215174
Nov-24	1	866011	34459	285395	0	276900	0	1206856
Oct-24	1	836109	28144	235761	0	227491	0	1198361
Sep-24	1	811622	34023	281737	0	273186	0	1190091
Aug-24	1	782085	28106	232808	0	224244	0	1181540
Jul-24	1	756035	35961	294996	0	286687	0	1172976
Jun-24	1	722664	38503	314818	0	306413	0	1164667
May-24	1	686801	38834	317333.12	0	290344	18630.12	1156262
Apr-24	1	650505	37863	310101	0	301441	0	1147903
Mar-24	1	615289	31762	262217	0	254090	0	1139243
Feb-24	1	586110	34039	276077	0	271763	0	1131116
Jan-24	1	554840	29861	243678	288200	239345	0	1126802
Dec-23	1	527634	30894	252720	0	247360	0	834269
Nov-23	1	499527	35567	289153	0	567242	0	828909
Oct-23	1	466799	33543	273547	0	267911	0	1106998
Sep-23	1	435712	33324	272062	0	266217	0	1101362
Aug-23	1	404165	29016	238638	0	232795	0	1095517
Jul-23	1	376762	33424	271167	0	265510	0	1089674
Jun-23	1	345150	41845	336521	0	330854	0	1084017
May-23	1	305449	38031	306915.36	0	285400	15855.36	1078350
Apr-23	1	269468	32807	266698	0	260843	0	1072690
Mar-23	1	238434	32973	267302	0	262008	0	1066835
Feb-23	1	207234	25747	211778	0	205915	0	1061541
Jan-23	1	182805	20403	170550	0	164687	0	1055678
Dec-22	1	163283	18500	155517	0	149833	0	1049815
Nov-22	1	145590	19395	162660	0	156807	0	1044131
Oct-22	1	127058	5973	58865	0	53045	0	1038278
Sep-22	1	121350	0	12173	0	6190	0	1032458
Aug-22	3	121350	0	11782	0	6220	0	1026475
Jul-22	3	121350	23488	193346	0	188412	0	1020913
Jun-22	1	99147	48051	384012	0	379502	0	1015979
May-22	1	54190	39645	317945.23	17536.84	319970	11730.07	1011469
Apr-22	4	17382	44171	308462	0	303981	0	1007687
Mar-22	1	3343911	26588	188848	0	184800	0	1003206
Feb-22	1	3319224	22241	159902	0	155424	0	999158
Jan-22	1	3298562	22586	162233	0	157760	0	994680

(2)

Bill Date	Status	Closing Reading	Units in kWh	Demand (Rs.)	JE Debit (Rs.)	Collection (Rs.)	JE Credit (Rs.)	Arrears (Rs.)
Dec-21	1	3277441	30744	217234	0	212733	0	990207
Nov-21	1	3248562	31497	222467	0	217985		985706
Oct-21	1	3218865	19383	140432	0	136099	0	981224
Sep-21	1	3200951	20009	144810	0	140328	0	976891
Aug-21	1	3181908	27741	197073	0	192582	0	972409
Jul-21	1	3156087	18470	134313	0	129912	0	967918
Jun-21	1	3138623	5900	50305	0	45965	0	963517
May-21	1	3132966	14723	109980.33	0	93717	11884.33	959177
Apr-21	1	3118941	29844	212359	0	207812	0	954798
Mar-21	1	3090415	15414	114386	0	110264	0	950251
Feb-21	1	3075692	11164	86115	0	81539	0	946129
Jan-21	1	3065087	12992	98486	0	93889	0	941553
Dec-20	1	3052707	17025	125617	0	121158	0	936956
Nov-20	1	3036497	7151	59102	0	54418	0	932497
Oct-20	1	3029687	18796	137620	0	133131	0	927813
Sep-20	1	3011859	21721	157544	0	152892	0	923324
Aug-20	1	2991268	19098	139935	0	134100	0	918672
Jul-20	1	2974391	4	9720	0	5068	0	912837
Jun-20	9	2974388	0	12328	0	6484	0	908185
May-20	1	2974388	-4335	-17736.62	0	104494	15694.38	902341
Apr-20	8	2959766	20410	149133	0	0	0	1040266
Mar-20	1	2959766	31838	225997	0	221690	0	891133
Feb-20	1	2928856	29285	209171	0	204440	0	886826
Jan-20	1	2900424	24498	176833	0	172077	0	882095
Dec-19	1	2876641	32013	227498	0	222873	0	877339
Nov-19	1	2845560	26039	187210	0	182488	0	872714
Oct-19	1	2820279	23024	166774	0	162106	0	867992
Sep-19	1	2797926	23187	168055	0	163214	0	863324
Aug-19	1	2775415	22548	163746	0	158908	0	858483
Jul-19	1	2753680	29683	210165	0	205737	0	853645
Jun-19	1	2724864	40419	284815	0	280129	0	849217
May-19	1	2685675	33705	239494.51	0	216556	18174.51	844531
Apr-19	1	2654267	40820	287683	0	282815	0	839767
Mar-19	1	2614636	26131	188174	0	183668	0	834899
Feb-19	1	2589267	15272	114828	0	110326	0	830393
Jan-19	1	2574543	18963	140106	148768	281317	0	825891
Dec-18	1	2556169	20604	151231	0	146249	0	818334
Nov-18	1	2536300	25023	181274	0	176187	0	813352
Oct-18	1	2512088	37089	262665	0	257818	0	808265
Sep-18	1	2476182	31794	227352	0	222214	0	803418
Aug-18	1	2445389	21390	156749	0	151592	0	798280
Jul-18	1	2424707	43803	308277	0	303306	0	793123
Jun-18	1	2383348	48935	341165	0	336198	0	788152
May-18	1	2337128	47194	331431.08	0	308909	17492.08	783185
Apr-18	1	2292459	43699	308254	0	303021	0	778155
Mar-18	1	2251308	21152	155241	0	150571	0	772922
Feb-18	1	2231869	23031	168188	0	162903	0	768252
Jan-18	1	2210861	31776	227403	0	222082	0	762967
Dec-17	1	2181822	32207	230288	0	225113	0	757646
Nov-17	1	2152497	28796	207459	0	202077	0	752471
Oct-17	1	2126243	35740	254348	0	249113	0	747089

Bill Date	Status	Closing Reading	Units in kWh	Demand (Rs.)	JE Debit (Rs.)	Collection (Rs.)	JE Credit (Rs.)	Arrears (Rs.)
Sep-17	1	2093682	29579	289869	0	284643	0	741854
Aug-17	1	2066500	30702	220375	0	214919	0	736628
Jul-17	1	2037574	32019	229111	0	223080	0	731172
Jun-17	1	2007505	44384	312530	0	307387	0	725141
May-17	1	1965500	45991	323525.42	0	299321	19004.42	719998
Apr-17	1	1922052	48951	343932	0	338352	0	714798
Mar-17	1	1875750	40193	283279	0	278983	0	709218
Feb-17	1	1837705	37965	269494	0	263841	0	704922
Jan-17	1	1801434	18294	137464	0	131033	74000	699269
Dec-16	1	1783977	28077	202432	0	197093	0	766838
Nov-16	1	1757196	37453	267494	0	260620	0	761499
Oct-16	1	1721461	34397	246698	0	240026	0	754625
Sep-16	1	1688641	42282	298181	0	291252	0	747953
Aug-16	1	1648285	29820	219849	0	212895	0	741024
Jul-16	1	1619879	26390	203426	0	197687	0	734070
Jun-16	1	1595369	39317	264270	74000	258707	0	728331
May-16	1	1557892	45692	305493.48	0	277685	22189.48	648768
Apr-16	1	1514262	47480	319160	0	311420	124198	643149
Mar-16	1	1469013	30524	208665	0	201428	0	759607
Feb-16	1	1439596	24381	169484	0	161749	0	752370
Jan-16	1	1416445	31441	215092	0	207360	0	744635
Dec-15	1	1386161	31745	216805	0	209322	0	736903
Nov-15	1	1355439	36261	246230	0	238498	0	729420
Oct-15	1	1320334	32591	222270	0	214787	0	721688
Sep-15	1	1288792	36958	250730	0	242993	0	714205
Aug-15	1	1252992	32793	223780	0	216100	0	706468
Jul-15	1	1221214	27622	214088	0	203022	0	698788
Jun-15	1	1194479	46674	358822.54	0	326372	24643.54	687722
May-15	1	1149231	46469	312856.38	2479.62	307899	0	679915
Apr-15	1	1104307	38071	245806	0	238107	0	672478
Mar-15	1	1067734	10864	77868	0	70777	0	664779
Feb-15	1	1057467	1009	18044	0	10209	0	657688
Jan-15	1	1056732	1241	19492	0	11633	0	649853
Dec-14	1	1056089	433	14276	0	11544	0	641994
Nov-14	1	1055770	140	12717	0	0	0	639262
Oct-14	1	1055694	190	12636	0	5191	0	626545
Sep-14	1	1055559	321	38513	0	30282	0	619100
Aug-14	1	1055292	15979	119809	0	111489	0	610869
Jul-14	1	1039978	27698	217910	0	209945	0	602549
Jun-14	1	1013326	45598	327990	0	320013	0	594584
May-14	1	969243	44738	313274.53	0	283095	22192.53	586607
Apr-14	1	925839	31314	232241	0	224012	0	578620
Mar-14	1	895467	13327	133358	0	125877	0	570391
Feb-14	1	882690	32598	242401	0	234994	0	562910
Jan-14	1	851067	32733	239853	50428	232000	0	555503
Dec-13	1	819304	31113	229357	0	221371	0	497222
Nov-13	1	789126	21111	170807	0	162587	0	489236
Oct-13	1	768661	32614	240026	0	233330	0	481016
Sep-13	1	737013	28829	247638	0	240538	0	474320
Aug-13	1	709037	32432	206138	0	254237	0	467220
Jul-13	1	677562	31188	206122	354219	201145	0	515319

A

Bill Date	Status	Closing Reading	Units in kWh	Demand (Rs.)	JE Debit (Rs.)	Collection (Rs.)	JE Credit (Rs.)	Arrears (Rs.)
Jun-13	1	647299	41358	279497.1	117062.56	618907	14202.65	156123
May-13	1	607146	35571	241360	0	256977	0	392673
Apr-13	1	572614	31433	188842	0	185992	0	408290
Mar-13	1	542107	27324	148084	36739	163214	0	405440
Feb-13	1	515597	34566	184673	0	181772	0	383831
Jan-13	1	482100	28187	196329	0	190590	0	380930
Dec-12	1	455635	0	58795	0	180215	0	375191
Nov-12	1	455635	10520	128405	0	0	0	496611
Oct-12	1	445575	27056	153421	0	176014	0	368206
Sep-12	1	419311	23053	127999	0	124472	0	390799
Aug-12	1	397031	33058	179745	0	155947	0	387272
Jul-12	1	365142	37866	222187	0	263463	0	363474
Jun-12	1	332020	41022	220617	74000	214181	0	404750
May-12	1	296502	46547	246918.43	4362	239144	7398.43	324314
Apr-12	1	253487	25562	116841	0	113623	0	319576
Mar-12	1	229557	9619	56437	0	50162	0	316358
Feb-12	1	220270	37346	165529	0	161731	0	310083
Jan-12	1	184025	37460	166325	0	162527	0	306285
Dec-11	1	147666	26633	120549	0	120549	0	302487
Nov-11	1	121819	28967	130247	0	130000	0	302487
Oct-11	1	93999	38512	170772	0	167000	0	302240
Sep-11	1	56634	29497	132988	0	129670	0	298468
Aug-11	1	28768	25623	115315	0	112122	0	295150
Jul-11	4	4259	33814	149507	0	147190	0	291957
Jun-11	1	819117	48055	221844	0	219533	0	289640
May-11	1	772929	34195	150899.24	286	141231	8323.24	287329
Apr-11	1	740062	36744	159905	0	218243	0	285698
Mar-11	1	704388	0	5514	0	80000	0	344036
Feb-11	3	704388	0	5774	0	0	0	418522
Jan-11	3	704388	0	5776	0	1870	0	412748
Dec-10	3	704388	0	5688	0	1870	0	408842
Nov-10	3	704388	0	5774	0	1870	0	405024
Oct-10	3	704388	0	5687	0	1870	0	401120
Sep-10	9	704388	0	5773	0	1850	0	397303
Aug-10	9	704388	0	4573	0	1870	0	393380
Jul-10	1	704388	7373	44392	0	42045	0	390677
Jun-10	1	697230	38641	152826.93	0	145424	4935.93	388330
May-10	1	659714	39597	159079	0	153788	0	385863
Apr-10	1	621270	29703	119374	0	116752	0	380572
Mar-10	1	592432	17922	78343	0.02	75951	0	377950
Feb-10	9	575032	0	6218	0	3284	0	375557.98
Jan-10	9	575032	0	6428	0	31513	0	372623.98
Dec-09	9	575032	0	6336	0	3200	0	397708.98
Nov-09	9	575032	0	6461	0	3200	0	394572.98
Oct-09	9	575032	0	6462	29	3314	0	391311.98
Sep-09	1	575032	16391	71811	0	67630	0	388134.98
Aug-09	1	559118	25404	103354	0	98707	0	383953.98
Jul-09	1	534453	50666	197505	0	194943	0	379306.98
Jun-09	1	485262	27635	111808.34	0	53611	3593.34	376744.98
May-09	1	458431	40114	159087	0	154723	0	322140.98
Apr-09	1	419485	34782	139342	0	134390	0	317776.98

(5)

Bill Date	Status	Closing Reading	Units in kWh	Demand (Rs.)	JE Debit (Rs.)	Collection (Rs.)	JE Credit (Rs.)	Arrears (Rs.)
Mar-09	1	385716	1117	16030	0	58422	0	312824.98
Feb-09	3	384631	0	12565	0	372677	0	355216.98
Jan-09	3	384631	0	12539	0	0	0	715328.98
Dec-08	3	384631	0	12236	0	0	0	702789.98
Nov-08	3	384631	0	12471	0	0	0	690553.98
Oct-08	3	384631	0	11355	0	0	0	678082.98
Sep-08	3	384631	0	10999	56455	0	0	666727.98
Aug-08	3	384631	0	8716	37417	0	0	599273.98
Jul-08	3	384631	0	6586.34	0	0	3593.34	553140.98
Jun-08	3	384631	0	7319	274047	0	0	550147.98
May-08	1	347746	32099	129496	0	126348	0	268781.98
Apr-08	1	316582	25994	107050	0	103091	0	265633.98
Mar-08	1	291346	26298	108345	0	70000	0	261674.98
Feb-08	1	265814	26731	110470	0	141354	0	223329.98
Jan-08	1	239862	20288	85810	0	80845	0	254213.98
Dec-07	1	220165	20766	87923	0	83164	0	249248.98
Nov-07	1	200004	26543	110003	0	110003	0	244489.98
Oct-07	1	174235	21294	89808	0	89808	0	244489.98
Sep-07	1	153562	22947	96493	0	96493	0	244489.98
Aug-07	1	131284	27620	112105	0	106000	0	244489.98
Jul-07	1	104469	24326	96552	0	91105	0	238384.98
Jun-07	1	80852	34795	140051	0	125000	0	232937.98
May-07	1	47071	43560	173493	0	162937	0	217886.98
Apr-07	7	4780	35750	143759	0	139012	0	207330.98
Mar-07	1	969030	32654	132218	0	123560	122845	202583.98
Feb-07	1	937327	29495	117645.98	248197	228000	0	316770.98
Jan-07	1	907832	31511	125704	0	121261	0	178928
Dec-06	1	876321	19405	79547	0	75170	0	174485
Nov-06	1	856916	22262	85421	0	82168	0	170108
Oct-06	1	834654	20313	82450	0	77970	0	166855
Sep-06	1	814341	27642	109663	0	108074	0	162375
Aug-06	1	786699	25584	100985	0	87834	0	160786
Jul-06	1	761115	18652	76236	0	73822	0	147635
Jun-06	1	742463	29679	116818	0	114980	0	145221
May-06	1	712784	32032	126230.98	0	124030	0	143383
Apr-06	1	680752	28693	113318.03	0	111301	0	141182
Mar-06	1	652059	24718	93855	0	91846	0	139165
Feb-06	1	627341	21301	84783	0	83278	0	137156
Jan-06	1	606040	12373	51170.7	0	49396	0	135651
Dec-05	1	593667	15626	64020	0	61421	0	133876
Nov-05	9	578041	0	4496	0	1896	0	131277
Oct-05	1	578041	0	4427	0	5963	0	128677
Sep-05	3	578041	0	4488	0	0	0	130213
Aug-05	9	578041	0	3278	0	0	0	125725
Jul-05	1	578041	21506	85240	75	83206	0	122447
Jun-05	1	556535	40890	158356	75	155927	0	120338
May-05	1	515645	27706	109065	0	106828	0	117834
Apr-05	1	487939	20439	81397	0	76617	0	115597
Mar-05	1	467500	13435	54978	0	54978	0	110817
Feb-05	1	454065	0	1942	110817	36985	0	110817
Jan-05	3	454065	0	1996	0	0	0	35043

(6)

Bill Date	Status	Closing Reading	Units in kWh	Demand (Rs.)	JE Debit (Rs.)	Collection (Rs.)	JE Credit (Rs.)	Arrears (Rs.)
Dec-04	3	454065	0	2297	0	0	0	33047
Nov-04	3	454065	0	1851	0	0	0	30750
Oct-04	3	454065	0	1803	0	0	0	28899
Sep-04	3	454065	0	1788	0	0	0	27096
Aug-04	3	454065	0	2049	0	0	0	25308
Jul-04	1	454065	5614	23259	0	0	0	23259
Jun-04	1	448451	28405	108980	0	108980	0	0
May-04	1	420046	59819	229786	0	90245	0	0
Apr-04	1	360227	0	180	0	140000	0	-139541
Mar-04	1	360227	9100	37671	14224	51616	0	279
Feb-04	3	351127	0	2085	0	13945	0	0
Jan-04	1	351127	5	2065	0	0	0	11860
Dec-03	3	351122	0	2000	0	0	0	9795
Nov-03	3	351122	0	1966	0	0	0	7795
Oct-03	9	351122	0	1921	0	0	0	5829
Sep-03	9	351122	0	1883	0	0	0	3908
Aug-03	3	351122	0	2025	0	0	0	2025
Jul-03	5	351122	-31469	90	8246	8332	0	0
Jun-03	1	349497	39451	155010	0	155014	0	-4
May-03	1	310046	32618	129513	0	129513	0	0
Apr-03	1	277428	26848	106846	0	50938	0	0
Mar-03	1	250580	15780	63570	0	0	0	-55908
Feb-03	3	234800	0	2664	0	0	0	-119478
Jan-03	3	234800	0	2267	0	0	0	-122142
Dec-02	3	234800	0	1870	0	0	0	-124409
Nov-02	3	234800	0	1870	0	0	0	-126279
Oct-02	3	234800	0	1870	0	0	0	-128149
Sep-02	3	234800	0	-120106	0	0	9913	-130019
Aug-02	5	234800	28342	122739	0	11922	110817	0
Jul-02	1	231946	30692	121888	0	121888	0	0
Jun-02	1	201254	32538	129106	0	129881	0	0

28. The Hon'ble High Court vide W.P.No.5451 of 2005 in its final order dt.08.10.2024, **deferred the claim of Rs.1,10,827/- by the respondents** and given liberty to the respondents to issue fresh notice to the appellant and opportunity to submit the representation/objection on the notice with regard to payment of arrears. Further liberty was given to the respondents to pass appropriate orders. The deferment is to decide the justification to levy the said

amount. At the same time there is no prohibition to collect any additional charge. As already stated, the respondents have complied with the above given orders of the Hon'ble High Court and notice was served to the appellant vide letter dt.20.10.2014 for payment of arrears, however the appellant did not come up for payment. Thus the disputed amount stood payable.

DOCTRINE OF UNJUST ENRICHMENT

29. When a person has been unfairly benefited at the expense of the other person it is unjust enrichment. In the present case the appellant gained the benefit of negative balance amount from September 2002 to April 2003 and did not pay the regular monthly demands until adjustment of the negative amount available. Now it is relevant to refer Sec.70 of the Indian Contract Act, which relates to unjust enrichment. In such cases the law provides that the unfairly benefited person to give back all the benefits which the person acquired unfairly or to give compensation. In the present case, as already stated, the appellant was benefited unfairly as such it is liable to return it.

30. As per the statement referred to above, soon after the audit report, the respondents have shown Rs.1,10,817/- as total arrears in February 2005. In March 2005 an amount of Rs.2,523/- was also added to the said amount towards additional charges. This addition of additional charges went on for almost two decades. As already stated, the appellant was not regular in payment of the bill. Sometimes, the cheques issued were also bounced. As

per the Clause 7 of Code of Practice for bill payment priority towards arrears of additional charges shall be taken only on the **undisputed amounts**. In the present case, as per the above Clause there is a dispute on payment of Rs.1,10,817/-, so as the Hon'ble High Court deferred the payment of the said amount vide W.P.No.5451 of 2005, the general Rule under the said practice is not applicable. The total additional charges are calculated purely on the disputed amount which works out to Rs.5,07,985/- for the period from 09/2002 to 06/2025. Keeping in view, the age of the dispute and the entire transactions that went on in the present case for a long time and the other facts and circumstances of the case it is desirable to reduce the additional charges from the total amount accumulated and originated from the amount of Rs.1,10,817/-. The total additional charges from September 2002 to June 2025 for a total number of 274 months is approximately Rs.5,07,985/-. Out of this amount 50% of the amount can be reduced and payable by the appellant.

COLLECTION OF R&C CHARGES

31. The appellant did not take the plea of payment of R&C charges before the learned Forum and now for the first time this plea is taken before this Authority. The consumer is supposed to take all the pleas before the Forum itself. However, as regards R&C, the record goes to show that whenever R&C charges were liable to be paid, they were collected. If the R&C charges were collected wrongly, such charges were adjusted. Therefore it

cannot be accepted that R&C charges were collected by the respondents wrongly when such collection was made.

FINDING OF THE FORUM

32. The learned Forum has dismissed the complaint on the ground that it has no jurisdiction as the complaint is regarding non-implementation of Order of the Hon'ble High Court. This finding of the learned Forum is not correct in view of the reason that, in fact, the Hon'ble High Court has directed respondent No.4 to consider the representation of the appellant and pass appropriate orders etc., This Order of the Hon'ble High Court clearly indicates that respondent No.4 has to consider the representation made by the appellant and has to pass an order afresh. Accordingly respondent No.4 passed the impugned letter dt.04.04.2025 creating new cause of action to the appellant. Thereafter the appellant properly approached the learned Forum for redressal of its grievance. Thus the finding of the learned Forum stated above is not correct. Accordingly, I hold that the impugned letter demanding Rs.12,40,451/- is liable to be modified and the Award of the learned Forum is liable to be set aside. These points are accordingly decided partly in favour of the appellant and partly in favour of the respondents.

Point No.(iii)

33. In view of the findings of point Nos. (i) and (ii), the appeal is liable to be allowed in part. Having regard to the facts and circumstances of the case,

the appellant is also entitled to pay the due amount in instalments. The total surcharge amount applicable to the purely disputed amount of Rs.1,10,817/- for (274) months from 09/2002 to 06/2025 works out to Rs.5,07,985/- . Since, the Hon'ble High Court did not give any directions whether to pay or not to pay the surcharge, 50% of the total additional surcharge amount which is Rs.2,53,992/- is liable to be withdrawn from Rs.5,07,985/-.

RESULT

34. In the result, the appeal is allowed in part by modifying the impugned letter dt.04.04.2025 and by setting aside the impugned Award. The appellant is directed to pay Rs.9,86,459/- (Rupees nine lakhs eighty six thousand four hundred fifty nine only) (Rs.12,40,451(-)Rs.2,53,992/-). The appellant is granted (10) equal monthly instalments to pay the due amount as under:-

- i. 1st instalment on or before 15.07.2025.
- ii. 2nd instalment on or before 31.08.2025.
- iii. 3rd instalment on or before 30.09.2025.
- iv. 4th instalment on or before 31.10.2025.
- v. 5th instalment on or before 30.11.2025.
- vi. 6th instalment on or before 31.12.2025.
- vii. 7th instalment on or before 31.01.2026.
- viii. 8th instalment on or before 28.02.2026.
- ix. 9th instalment on or before 31.03.2026.

x. 10th instalment on or before 30.04.2026

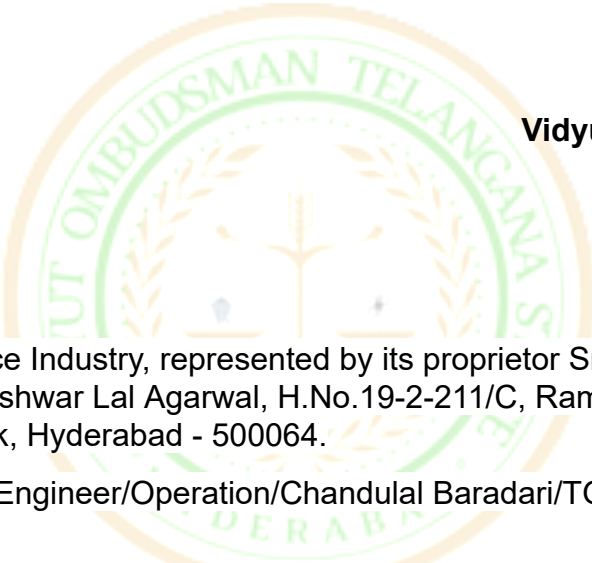
In default of payment of any instalment, the respondents are entitled to recover the entire due amount in lump sum.

The Civil Miscellaneous Petition is closed.

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 30th day of June 2025.

**Sd/-
Vidyut Ombudsman**

- 
1. M/s. Kwaliti Ice Industry, represented by its proprietor Sri Vijay Kumar, s/o. Late Rajeshwar Lal Agarwal, H.No.19-2-211/C, Ramnasthupura, Near Zoo Park, Hyderabad - 500064.
 2. The Assistant Engineer/Operation/Chandulal Baradari/TGSPDCL/Hyderabad South.
 3. The Assistant Divisional Engineer/Operation/Miralam/TGSPDCL/Hyderabad South.
 4. The Assistant Accounts Officer /ERO/Salar.jung/TGSPDCL/Hyderabad South.
 5. The Divisional Engineer/Operation/Charminar/TGSPDCL/Hyderabad South.
 6. The Superintending Engineer/Operation/Hyd.South/TGSPDCL/Hyderabad South.

Copy to

7. The Chairperson, Consumer Grievances Redressal Forum of TSSPDCL- Greater Hyderabad Area, Door No.8-3-167/E/1, Central Power Training Institute (CPTI) Premises, TSSPDCL, GTS Colony, Vengal Rao Nagar, Erragadda, Hyderabad - 45.