



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 : MARINGANTI SRINIVASA CHARY
VIDYUT OMBUDSMAN**

TUESDAY THE TWENTY NINTH DAY OF SEPTEMBER
TWO THOUSAND AND TWENTY SIX

Appeal No. 26 of 2026-27

Between

Smt. Kadumuri Malleshwari, w/o. Sri K. Ramaswamy, #4-1-873, Abids, Tilak Road,
Hyderabad- 500 001. Cell: 9440944114, 7036205211.

..... Appellant

AND

1. The AE/OP/Abids/TGSPDCL/Hyderabad Central Circle.
2. The ADE/OP/Hydeguda/TGSPDCL/Hyderabad Central Circle.
3. The DE/OP/Saifabad/TGSPDCL/Hyderabad Central Circle.
4. The SE/OP/Hyderabad Central/TGSPDCL/Hyderabad Central Circle.

..... Respondents

This appeal is coming on before me for final hearing on 22.09.2026 in the presence of Sri Ravinder Prasad Srivastava - authorised representative of the appellant and Smt. M. Vedaasree - AE/OP/Abids, Sri D. Raju - ADE/OP/Hydeguda, and Sri G. Gopi - DE/OP/Saifabad for the respondents and having stood over for consideration till this day, this Vidyut Ombudsman passed the following Award:

ORDER

This Representation/Appeal is preferred by the complainant feeling 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. No.43/2026-27/Hyderabad Central Circle dt.13.08.2026, in rejecting her grievance for releasing new service of 1 kW under Non-Domestic Commercial Category.

CASE OF THE APPELLANT BEFORE THE FORUM

2. a) Briefly stated that the Appellant applied for release of new service of 1 kW under non-domestic commercial Category by paying Rs.3,050/- vide NR304264656944 dt.20.04.2026 to the property bearing H.No.4-873 on garage No.4 on basement floor having a total plinth area-service area 180 Sq.ft situated at Tilak Road, Abids, Hyderabad, bounded by North :- Open common space, South :-Garage No.23, East :- Common walk space and West :- Entry slope. She has filed all the required documents viz., copy of Aadhar Card, Agreement of sale dt.20.06.2024 duly notarized, Indemnity Bond executed on Rs.100/- Non-Judicial Stamp Paper, Labour Licence of Tailor shop and Copy of acknowledgement of NR304264656944.

b) When she checked the status of her application in the website of Respondents on 26.05.2026, she came to know that her application was still pending. She contacted AE/Abids and she has been informed that there is no registered sale deed, Security Deposit need to be paid three times. Accordingly, on 27.05.2026, she approached CSC (Customer Service Centre) Gaganvihar and paid two months Security Deposit of Rs.1600/- vide PR No.3042610786827 in addition to Rs.800/- already paid on 20.04.2026. Her further checking upon the status, she came to know that **“Rejected as garage registered documents not existing”**. She is entitled to the relief sought for as per GTCS Clause 5.2.3. The Respondents ought to have released LT-II Non-Domestic Commercial Category connection as on 20.05.2026 as prescribed under Clause IX (ii)(a) of Regulation 5 of 2016 dt.16.07.2016. Therefore they are liable to pay Rs.200/- per day w.e.f., 21.05.2026.

WRITTEN SUBMISSIONS OF THE RESPONDENTS BEFORE THE FORUM

3. The Respondents resisted the claim of Appellant contending that during the course of inspection, it was observed that the premises is a commercial complex registered in the name of M/s. Al Hafeez construction. The building consists of 117 services, of which 54 are categorised as 'Billstop/UDC services'. An amount of Rs.4,84,653/- towards CC charges are pending. The application for registration of the agreement of sale has not been completed. Sale deed and other mandatory link documents have not been submitted, the Appellant has been informed to furnish the same for processing her application. An existing Service Connection No.101245996, E2002282 is available at the same complex in the name of M/s. A1 Hafeez Construction. Further a theft case has been booked earlier for regularisation of additional load from 1 kW to 2 kW and an amount of Rs.2,216/- is still pending from 08.02.2020. Thus the application was rejected in accordance with the applicable TGSPDCL rules and procedures.

AWARD OF THE FORUM

4. After considering the material on record and hearing both sides, the learned Forum has passed the following Award:-

In the result the grievance filed on 30.05.2026 by the Complainant/Consumer is hereby rejected with the above observations.

The Complaint is "Disposed Off" accordingly.

The complainant if aggrieved by the above order may approach the "VIDYUTH OMBUDSMAN" situated at First Floor, 33/11 KV Sub Station, Hyderabad Boats Club Lane, Lumbini Park, Hyderabad-500063, within 45 days from the date of receipt of this order as per clause 3.19(a) of Regulation No. 3 of 2015 of TGERC.

5. In-as-much as Clause 3.25 of Regulation 6 of 2026 of Hon'ble TGERC, contemplates the effort for promotion of settlement of conciliation, this Authority made efforts to promote a settlement of dispute by mutual agreement between the Appellant and Respondents but no fruitful purpose was served and matter could not be settled by mutual agreement. Therefore, heard on both sides and perused the record.

6. The authorised representative of the appellant has strenuously argued that the rejection of the application of the Appellant for sanctioning new connection under Non-Domestic Commercial Category for 1 kW is not justifiable. His endeavour is that the Appellant filed the copy of agreement of sale under which she purchased from her vendor- Mrs. Rehamath Banu on 30.06.2024; copy of agreement of sale in favour of her vendor Mrs. Rehamath Banu, executed by M/s. Al Hazeef Construction represented by its Managing Partners Mrs. Nusrat Banu and Skybuild India Pvt. Ltd., her Aadhar card, Indemnity bond, certificate of registration issued by Government of India, Labour department in the name of Appellant in respect of Dreams Touch Tailors; acknowledgement of her application, LT registration status, in spite of that her request is not considered rather rejected. While concluding he has relied upon unreported decision of our Hon'ble High Court in W.P.No.31824 of 2025 dt.10.02.2026, Chintala Jyothi v. Southern Power Distribution Company of Telangana Ltd., Hyderabad and three others to substantiate his contention that the respondents are not justified in rejecting the legitimate request of the Appellant. Thus urged to set aside the impugned Award by allowing this representation/Appeal and to consider the request of the Appellant.

7. On the other hand the Respondents vehemently opposed the submissions canvassed on behalf of the Appellant, contending inter-alia that the Appellant's vendors herself did not have better title than her vendor-Al Hafeez Constructions. In as-much as title in respect of the property she purchased is not legally transferred as no registered sale deed in favour of the vendor of appellant is brought on record. The question of execution of the agreement of sale by the vendor of the Appellant in her favour would not arise and if at all, it is executed, such document does not confer any right of what-so-ever in nature much less the possession or title in favour of the Appellant. Therefore, she cannot be said to be in lawful possession of the property she claimed to have purchased. The next limb of their argument is that already Service Connection is in existence in the garage (said to have been purchased by Appellant). Once such a connection is there, the Appellant can draw the power supply there from and enjoy the same. Their endeavour is that unless such existing Service Connection No.E2002282 is dismantled under due process of procedure contemplated, no fresh Service Connection could be sanctioned. So contending they have drawn the attention of this Authority to certain Regulations relevant for substantiating their contention, thus urged to dismiss the representation/Appeal.

8. On the strength of the rival submissions on either side and material on record, the following points that arise for consideration:-

- i) Whether the Appellant is entitled for new Service Connection of 1 kW under Non-Domestic Commercial Category as prayed for?
- ii) Whether the appellant is entitled for compensation @ Rs.200/- per day w.e.f., 21.05.2026 as claimed for?
- iii) Whether the impugned Award of the learned Forum is factually tenable and legally sustainable? OR liable to be set aside?

iv) To what relief?

POINT Nos. (i) and (ii)

9. In-as-much as the Appellant sought for new Service Connection of 1 kW under Non-Domestic Category for the tailor shop she claimed to have been running by her by purchasing the same under an agreement of sale dt. 30.06.2024, it is necessary to look into Clauses 5.2.1, 5.2.2, 5.2.3 and 5.2.7 of GTCS which speak as under:-

5.2.1:- Requisition for supply for a new connection or additional load must be submitted in the prescribed format of Application for supply of Electricity at Low Tension (LT) (Appendix I) and the Application for supply of Electricity at High Tension (HT) (Appendix II) as the case may be. The Company will make available the prescribed form free of cost at the offices specified by the Company and will also provide the same on the Company's Internet website for free downloading. Photocopies of a blank application form duly filled in, shall also be accepted by the Company. Any assistance or information required in filling up the application form will be given to the applicant at the offices specified in the Designated Officers' Notification.

5.2.2:- The requisition shall be made by the owner or occupier of the premises for which supply is required. The application form complete in all respects and accompanied with the undertaking and prescribed fees, charges and security, shall be submitted at the office of the Officer specified in the Designated Officers' Notification. The Company shall verify the application and the enclosed documents at the time of receipt of application, and shall issue a written acknowledgement.

5.2.3:- An applicant who is not the owner of the premises he occupies and intending to avail of supply shall submit an Indemnity Bond drawn by the owner of the premises in favour of the company whereby the owner of the premises undertakes to indemnify the company for any loss caused to the company by the applicant (who is the tenant/ occupant of the Premises) arising out of the release of service to the tenant/ occupant. Otherwise he shall be required to pay three times the normal security deposit apart from providing proof of his being in lawful occupation of the premises.

5.2.7:- After receipt of the complete application form along with required documentation and charges, the Company takes action to supporting release within the time frames prescribed in the APERC supply (Licensees' duty for supply of electricity on request) Regulation, 2004

APERC (Licensees' Standards of (No.3 of 2004) as well as the Performance) Regulation, 2004 (No.7 of 2004) issued by the Commission.

10. The Appellant filed copy of an Agreement of sale dt.30.06.2024, in which possession of the property covered by it, is shown to have been delivered in favour of the Appellant as per the recital No.1 on page No.2. It is pertinent to mention here that admittedly her vendor who has been claiming the property vide Agreement of sale dt.03.04.1990 stated to have been executed by M/s. Al Hafeez Construction, represented by its Managing Partners, has not been delivered the possession of the property covered by such sale agreement, in-as-much as nowhere in such Agreement of sale recital to the effect that "possession of the property delivered to the purchaser" is found. On the other hand recital in covenant 7 is to the effect that ***"the second party shall take delivery of possession after payment of all instalments and final amount within 7 days of the receipt of intimation of the premises being ready for delivery of possession"***. The above recital makes it clear to understand that possession of the property covered by the said sale Agreement is not at all been delivered in favour of the vendor of the Appellant. No document of whatsoever except the said Agreement of sale is placed on record to accept the fact that vendor of the Appellant has been given possession of the property. Once such is the position, the question of the Appellant being in possession of the said property cannot by any stretch of imagination be inferred. In-as-much as when the vendor of the Appellant has not been delivered the possession, her redelivering the possession of the said property in favour of the Appellant is highly improbable. Nevertheless, on the strength of the Certificate of Registration, the Appellant seeks to justify her possession on garage No.4 of the H.No.4-1-873, claiming that she has been running "Dreams Touch

Tailors” in garage No.4. No doubt certificate of registration establishes the fact that the name of the shop/establishment being run in H.No.4-1-873 on garage No.4 is Dreams Touch Tailors and the employer's name is shown as Kandumuri Malleshwari, who is the Appellant herein. So it has to be and as such held that the Appellant is able to show her possession on garage No.4 but such possession cannot be said to be lawful since transfer of immovable property worth of exceeding Rs.100/- can only be effected through a registered instrument as provided under Sec.17 and 49 of the Registration Act 1908 read with 54 of Transfer of Property Act 1882. Her vendor who executed the agreement of sale in her favour, indeed did not have title over the said property as she too is an agreement holder from the original owner/vendor - M/s. Al Hafeez Constructions as such it cannot be accepted that title is transferred in favour of appellant, Notwithstanding such infirmity, assuming for a moment that her possession is accepted, still she is not entitled to be sanctioned new Service Connection of 1 kW under non-domestic commercial Category for the reason that already there is an existing Service Connection to the said garage vide S.C.No.E2002282, which has been released on 30.11.1989 in the name of M/s. Al Hafeez Construction, bearing service premises C.No.II SC.No.23, 4-1-873, Tilak Road, Hyderabad as per the present EBS under the Category-II with a present contracted load of 1 kW. Unless the No Objection Certificate from lawful registered owner/builder is obtained and filed before the Respondents, mere filing Labour Licence or payment of triple Security Deposit would not automatically cure the legal infirmity of unauthorised or unverified occupation. It is not out of place to mention here that as per Clause 5.2.3 of GTCS in case of the applicant who is not the owner of the premises, occupiers shall be required to pay 3 times the normal Security Deposit apart

from providing the proof of his being in ***lawful occupation of the premises***. It is worthy to note here that when already the Appellant has been using the power supply through the existing Service Connection bearing No. E2002282, why does she need another/fresh Service Connection, is not properly explained. At this juncture, it is quite appropriate to refer here Clause 3.5.2 of GTCS:-

“Each separate establishment will be given a separate point of supply.”

This clause prevents electricity tariff manipulation or illegal splitting of electrical services while ensuring distinct, individual entities receive their own proper metered connection. Because electricity tariffs are often slab-based (where the per-unit rate increases as consumption increases), multiple connections in single premises result in loss of revenue to the licensee. In the light of the above provision, coupled with the reasons narrated supra, additional meter in the same premises is not permissible under law when already existing Service Connection bearing No.E2002282 is being used.

11. Be that as it may, it is seen from the written report submitted on behalf of the Respondents that all the other shop owners in the subject commercial complex possessed valid registered title deeds. Then creating an exception for the Appellant on the strength of the unregistered agreement of sale, in view of the reasons narrated supra, would violate the applicable regulatory procedures and set an unsustainable precedent. Moreover releasing of commercial connection in the given circumstances may result into several legal complications including recovery issues particularly in a complex where 54 existing Service Connections are said to be under “Billstop/UDC default” with cumulative arrears mounting to Rs.4,84,653/- and moreover when

Development Charges case was booked earlier for regularisation of additional load from 1kW to 2 kW and already a sum of Rs.2,216/- is pending from 08.02.2020.

12. Coming to the Authority relied upon by the Appellant is concerned, unreported decision of our Hon'ble High Court in W.P.No.31824 of 2025 dt.10.02.2026, Chintala Jyothi v. Southern Power Distribution Company of Telangana Ltd., Hyderabad, “ ***the official respondents therein in their counter stated that they have granted another Service Connection in the name of petitioner vide S.C.No.02161 3680, which was released on 25.03.2019 and there is a small portion beside the premises of newly released Service Connection, which is in physical possession of respondent No.4 and based on the documents provided by Respondent No.4 “power supply was released in his favour”.*** The facts in the above cited authority are distinguishable with that of the facts in the present case. Therefore, the said decision is not applicable to this case. Thus the contention of authorised representative of the Appellant in this respect cannot be countenanced. Accordingly, I conclude the point No.(i) against the Appellant that she is not entitled for new Service Connection of 1 kW under Non-Domestic Commercial Category.

13. In view of my annunciation on point No.(i) and in-as-much as the Appellant is not able to succeed in proving her claim vide point No.(i), question of granting any compensation much less @ 200/- per day w.e.f., 21.05.2026 would not arise and consequently, she is not entitled to be granted any compensation and thus I answered this point against the Appellant.

Point No.(iii)

14. For all the foregoing reasons, this Authority does not find any infirmity or irregularity in the findings of the impugned Order. Consequently the Representation/Appeal is liable to be dismissed as devoid of merits confirming the Award dt.13.08.2026 passed by learned Forum CGRF-II, TGSPDCL. Accordingly, I hold under this point.

Point No.(iv)

To what relief?

15. In the result,

- i) Representation/ Appeal is dismissed as devoid of the merits. Consequently, grievance of appellant is rejected, confirming the Award dt 13.08.2026 of the Learned Forum CGRF-II, TGSPDCL.
- ii) In the circumstances of the case, parties shall bear their own costs.

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 this 29th day of September 2026.

Sd/-
Vidyut Ombudsman

1. Smt. Kadumuri Malleshwari, w/o. Sri K. Ramaswamy, #4-1-873, Abids, Tilak Road, Hyderabad- 500 001. Cell: 9440944114, 7036205211.
2. The AE/OP/Abids/TGSPDCL/Hyderabad Central Circle.
3. The ADE/OP/Hyderguda/TGSPDCL/Hyderabad Central Circle.
4. The DE/OP/Saifabad/TGSPDCL/Hyderabad Central Circle.
5. The SE/OP/Hyderabad Central/TGSPDCL/Hyderabad Central Circle

Copy to

6. 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

