HIGH COURT FOR THE STATE OF TELANGANA AT HYDERABAD

WEDNESDAY, THE SIXTH DAY OF AUGUST
TWO THOUSAND AND TWENTY FIVE

PRESENT

THE HONOURABLE THE CHIEF JUSTICE APARESH KUMAR SINGH
AND
THE HONOURABLE SRI JUSTICE G.M. MOHIUDDIN

WRIT APPEAL NOs: 657 & 692 OF 2025

W.A.No.657 OF 2025

Writ Appeal under clause 15 of the Letters Patent against the order dated 01/05/2025 in W.P.No. 34539 of 2024. on the file of the High Court.

Between:

Abbineni Narayana Rao, S/o Sri A. Jangarao aged about 66 years, Plot No. 67, H.No. 5-9-285/12, Rajiv Gandhi Nagar, Balangar, Hyderabad - 500 037.

...APPELLANT

AND

1. The Chief General Manager (Commercial), Telangana Southern Power Distribution Company Limited, 6-1-50, Ground Floor, Corporate Office, Mint Compound, Hyderabad - 500 063.
2. The Superintending Engineer, Operation Circle, Secunderabad, Telangana Southern Power Distribution Company Limited, Bowenpally, Secunderabad.
3. The Senior Accounts Officer, ERO Secunderabad, Telangana Southern Power Distribution Company Limited, Bowenpally, Secunderabad.
4. The Divisional Engineer, Operation,, Bowenpally, Telangana Southern Power Distribution Company Limited, Secunderabad.
5. The Assistant Accounts Officer,, ERO Bowenpally, Telangana Southern Power Distribution Company Limited, Secunderabad.
6. The Assistant Divisional Engineer, Operation,, RR Nagar, Telangana Southern Power Distribution Company Limited, Kukatpally, Hyderabad.
7. The Assistant Engineer, Operation,, IDPL, Telangana Southern Power Distribution Company Limited. Balanagar, Hyderabad - 500 037.
8. The Vidyut Ombudsman for the State of Telangana, 33/11 Sub Station, Beside Hyderabad Boats Club, Lumbini Park, Hyderabad - 500 063.

...RESPONDENTS

IA NO: 1 OF 2025

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased please to stay the operation of the order passed in W.P. No. 34539 of 2024 to the extent of setting aside the award dated 09.09.2024 passed in Appeal No. 20 of 2024- 25 by Honble Vidyut Ombudsman for the State of Telangana and consequently not to take any coercive steps during the pendency of the writ appeal.

Counsel for the Appellant : Ms.NISHTHA

Counsel for the Respondents: SRI N.SREEDHAR REDDY, (SC FOR TGSPDCL)

W.P.No.692 OF 2025

Writ Appeal under clause 15 of the Letters Patent against the order dated 01/05/2025 in W P No 34539 of 2024 on the file of the High Court.

Between:

1. The Chief General Manager (Commercial), Telangana State Southern Power Distribution Company Limited (TGSPDCL), Mint Compound, Hyderabad
2. The Superinterding Engineer, Operation, Telangana State Southern Power Distribution Company Limited (TGSPDCL), Secunderabad
3. The Senior Accounts Officer, E.R.O. Bowenpally Telangana State Southern Power Distribution Company Limited (TGSPDCL), Secunderabad
4. The Divisional Engineer, Operation, Telangana State Southern Power Distribution Company Limited (TGSPDCL), Secunderabad
5. The Assistant Accounts Officer, ERO, Bowenpally Telangana State Southern Power Distribution Company Limited (TGSPDCL), Secunderabad
6. The Assistant Divisional Engineer, Operation, R R Nagar, Telangana State Southern Power Distribution Company Limited (TGSPDCL), Secunderabad
7. The Assistant Engineer, Operation/IDPL, Telangana State Southern Power Distribution Company Limited (TGSPDCL), Secunderabad

...APPELLANTS

AND

1. Abbineni Narayana Rao, S/o Abbineni Janga Rao, aged about 70 years R/o H.No. 5-3-321, Sheshadri Nagar, Near Community Hall, Kukatpally, Hyderabad 500072
2. Vidyut Ombudsman for the State of Telangana, First Floor, 33/11 KV Sub Station, Beside Hyderabad Boat Club, Lumbini Park, Hyderabad

...RESPONDENTS

IA NO: 1 OF 2025

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to grant interim stay of operation of the adverse order passed by the Learned Single Judge dated 1/5/2025 passed in W P No. 34539 of 2024 in so far as confirming the Award of the 2nd Respondent dated 9/9/2024 in Appeal No. 23 of 2024-25, pending disposal of W A No. of 2025.

Counsel for the Appellants : SRI N.SREEDHAR REDDY, SC FOR TSSPDCL

Counsel for the Respondent No.1 : Ms.NISHTHA

Counsel for the Respondent No.2 : --

The Court delivered the following: COMMON JUDGMENT

THE HON'BLE THE CHIEF JUSTICE SRI APARESH KUMAR SINGH
AND
THE HON'BLE SRI JUSTICE G.M.MOHIUDDIN

WRIT APPEAL Nos. 657 and 692 of 2025

COMMON JUDGMENT:

Heard Sri N. Sreedhar Reddy, learned Standing Counsel for Telangana State Southern Power Distribution Company Limited appearing for the writ petitioners/ respondent Nos.1 to 7 in W.A.No.657 of 2025/appellants in W.A.No.692 of 2025 and Ms. Nishitha, learned counsel for the appellant in W.A.No.657 of 2025/respondent No.1 in W.A.No.692 of 2025 & Writ Petition No.34539 of 2024.

2. Bereft of unnecessary details, the short issue involved in the present appeals is whether the owner/appellant in W.A.No.657 of 2025/respondent No.1 in W.A.No.692 of 2025 (for short 'the owner') is liable to pay the outstanding dues of his lessee/consumer to the respondent electricity company under the provisions of the Electricity Act, 2003 (for short 'the Act of 2003'), and the General Terms & Conditions of Supply framed by the Andhra Pradesh Electricity Regulatory

Commission (APERC) in 2006, which continues to remain in force after bifurcation of the parent State?

3. Indisputably, the notice of disconnection was issued upon the lessee, M/s. Meghana Pharma, by the respondent electricity company on 13.06.2022. The lessee had left the premises by that time. On failure to pay the outstanding dues by the lessee, the owner's Service Connection No.S6004023 was also disconnected. The dues were to the tune of Rs.23,81,893/-. At the instance of the aggrieved owner, the matter travelled to the Consumer Grievance Redressal Forum of the Circle concerned and thereafter, to the Vidyut Ombudsman of the respondent electricity company. The respondent electricity company being aggrieved by the award of the Forum laid a challenge before this Court in Writ Petition No.34539 of 2024.

4. The learned writ Court after hearing the parties and on consideration of the pleadings on record held that the owner is liable to pay the dues of the lessee, but, at the same time, also held that the Service Connection of the owner is not a link

service with that of the lessee/consumer. Being aggrieved by a part of the order dated 01.05.2025 in Writ Petition No.34539 of 2024, the owner and the electricity company as aforesaid, both have preferred these appeals.

5. Considerable arguments have been advanced on the issue whether the owner is falling within the meaning of link service as per the definition of 'consumer' under Section 2(15) of the Act of 2003. Arguments have also been advanced on the applicability of clause 5.2.3 of the General Terms & Conditions of Supply and also on the substituted clause 4.8.1 under Regulation No.7 of 2013 issued by APERC, which remains in force in the State of Telangana as well.

6. According to the owner, he does not have any liability for payment of the dues of his lessee since no indemnity bond has been executed in terms of clause 5.2.3 of the General Terms & Conditions of Supply.

7. On the part of the electricity company, reference is made to the lease agreement between the owner and the lessee dated 27.05.2007, clauses 5 & 6 of which permitted the lessee to

take connection in his name or the lessor's name. The electricity company has taken a stand that in terms of the definition of 'consumer' under Section 2(15) of the Act of 2003, the owner also falls within the definition of 'consumer'. Therefore, the owner cannot escape the liability.

8. The learned writ Court has also referred to the definition of 'consumer' under Section 2(15) of the Act of 2003, and clause 8.4 of the General Terms & Conditions of Supply of APERC and proceeded to hold as under:

> "16. Taking into consideration:-
>
> a) The aforesaid facts and circumstances of the case.
>
> b) The submissions put-forth by both the learned counsel on record,
>
> c) The averments made in the counter affidavit filed on behalf of the 1st respondent,
>
> d) The impugned order of the 2nd respondent, dated 09.09.2024 in Appeal No.20 of 2024-25 and Appeal No.23 of 2024-25 (referred to and extracted above),
>
> e) 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 CG.No.291/2023-24/Secunderabad Circle,

f) Clause 8.4 of General Terms and Conditions of supply of TGERC (referred to and extracted above),

g) The judgment of the Apex Court reported in 2023 LiveLaw (SC) 453 in between K.C. Ninan v. Kerala State of Electricity Board and others passed in Civil Appeal Nos.2109 and 2110 of 2004, dated 19.05.2023 (referred to and extracted above).

The Writ Petition is partly allowed. The impugned Award dated 09.09.2024 of the 2nd respondent in so far as allowing Appeal No.20 of 2024-25 warrants interference by this Court in the present writ petition and accordingly the same is set aside and the Award dated 09.09.2024 of the 2nd respondent in so far as allowing Appeal No.23 of 2024 warrants no interference by this Court. However, there shall be no order as to costs."

9. We however, find that the electricity connection of the owner has been disconnected without any notice in terms of Section 56 of the Act of 2003 and also substituted clause 4.8.1 under Regulation No.7 of 2013 which stipulates 15 days' clear

notice in writing to such person. Sections 2(15) and 56 of the Act of 2003 are extracted hereunder for proper appreciation.

> "2(15) "consumer" means any person who is supplied with electricity for his own use by a licensee or the Government or by any other person engaged in the business of supplying electricity to the public under this Act or any other law for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving electricity with the works of a licensee, the Government or such other person, as the case may be;"
>
> 56. **Disconnection of supply in default of payment.**
> (1) Where any person neglects to pay any charge for electricity or any sum other than a charge for electricity due from him to a licensee or the generating company in respect of supply, transmission or distribution or wheeling of electricity to him, the licensee or the generating company may, after giving not less than fifteen clear days' notice in writing, to such person and without prejudice to his rights to recover such charge or other sum by suit, cut off the supply of electricity and for that purpose cut or disconnect any electric supply line or other works being the property of such licensee or the generating company through which electricity may have been supplied, transmitted, distributed or wheeled and may discontinue the supply until such charge or other sum, together with any expenses incurred by him in cutting off and reconnecting the supply, are paid, but no longer:
>
> Provided that the supply of electricity shall not be cut off if such person deposits, under protest,-
> (a) an amount equal to the sum claimed from him, or

(b) the electricity charges due from him for each month calculated on the basis of average charge for electricity paid by him during the preceding six months,

whichever is less, pending disposal of any dispute between him and the licensee.

(2) Notwithstanding anything contained in any other law for the time being in force, no sum due from any consumer, under this section shall be recoverable after the period of two years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrear of charges for electricity supplied and the licensee shall not cut off the supply of the electricity."

10. Clause 4.8.1 of Regulation 7 of 2013 is also extracted hereunder:

"**4.8.1. Disconnection due to non-payment**: Where a consumer neglects to pay any consumption charge for electricity or any other sum due from him to a Licensee, by the due date mentioned in the bill, in respect of supply of energy to him, the licensee may, after giving not less than fifteen (15) clear days' notice in writing to such person and without prejudice to his rights to recover such charge, cut off supply of electricity and for that purpose disconnect any electric supply line or other works being the property of such licensee or the generating company through which electricity has been supplied, and may discontinue the supply until such charge or other sum, together with any expenses incurred by him in cutting off and reconnecting the supply are paid.

> In cases of all supply connections, where disconnection date for non-payment of electricity charges is mentioned in the bill, a separate disconnection notice is not required.
> Where any consumer defaults in payments of Charges for the supply of electricity, and / or any other sums payable to the Company under the contract of supply agreement, the Company, may, without prejudice to its other rights cause to disconnect all or any of the other services of the consumer within the area of supply of the Licensee, though such services be distinct and are governed by separate agreements and though no default occurred in respect thereof."

11. It is beyond cavil that under the statutory regime, even though assumingly the owner falls within the definition of 'consumer', the electricity connection in the name of the owner would not have been disconnected for non-payment of arrears of electricity dues by the lessee without proper notice to the owner/consumer i.e., the appellant in W.A.No.657 of 2025. If the disconnection of the electricity connection of the owner has been made without proper service of notice upon him, the whole substratum of the action taken by the electricity company has to fall. In such circumstances, at this stage, without delving into the legal issues raised on behalf of both the parties, we are of the considered opinion that disconnection

of electricity in the name of the owner/consumer having consumer No.S6004023 was not proper in the eye of law. Accordingly, it is set aside. The respondent company shall forthwith restore the electricity connection to the owner. It would however be open for the electricity company to issue fresh notice upon the owner for payment of the alleged dues of his lessee, namely, Meghana Pharma, and depending upon the reply submitted by consumer/owner, take a decision thereupon in accordance with law, within the stipulated time.

12. In view of what has been held hereinabove, the order dated 01.05.2025 passed by the learned writ Court in Writ Petition No.34539 of 2024 cannot be allowed to stand. Accordingly, it is set aside. The issue raised in the appeal is left open to be decided in the appropriate case.

The Writ Appeals are disposed of as afore-stated. There shall be no order as to costs.

Miscellaneous applications, if any pending, shall stand closed.

SD/-N. SRIHARI
DEPUTY REGISTRAR

//TRUE COPY//

SECTION OFFICER

To,

1. The Chief General Manager (Commercial), Telangana Southern Power Distribution Company Limited, 6-1-50, Ground Floor, Corporate Office, Mint Compound, Hyderabad - 500 063.
2. The Superintending Engineer, Operation Circle, Secunderabad, Telangana Southern Power Distribution Company Limited, Bowenpally, Secunderabad.
3. The Senior Accounts Officer, ERO Secunderabad, Telangana Southern Power Distribution Company Limited, Bowenpally, Secunderabad.
4. The Divisional Engineer, Operation,, Bowenpally, Telangana Southern Power Distribution Company Limited, Secunderabad.
5. The Assistant Accounts Officer,, ERO Bowenpally, Telangana Southern Power Distribution Company Limited, Secunderabad.
6. The Assistant Divisional Engineer, Operation,, RR Nagar, Telangana Southern Power Distribution Company Limited, Kukatpally, Hyderabad.
7. The Assistant Engineer, Operation,, IDPL, Telangana Southern Power Distribution Company Limited. Balanagar, Hyderabad - 500 037.
8. The Vidyut Ombudsman for the State of Telangana, 33/11 Sub Station, Beside Hyderabad Boats Club, Lumbini Park, Hyderabad - 500 063.
9. One CC to Ms.NISHTHA, Advocate. [OPUC]
10. One CC to SRI N.SREEDHAR REDDY, (SC FOR TGSPDCL). [OPUC]
11. Two CD Copies.

BSK

LS

HIGH COURT

DATED:06/08/2025



COMMON JUDGMENT

WA.Nos.657 & 692 of 2025

DISPOSING OF THE WRIT APPEALS
WITHOUT COSTS

13
ASM
22/10/25