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Consumer Grievance Redressal Forum

FOR BSES YAMUNA POWER LIMITED

(Constituted under section 42 (5) of Indian Electricity Act. 2003)

Sub-Station Building BSES (YPL) Regd. Office Karkardooma,

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SECY/CHN 015/08NKS



C A No. 100363663, 100454957 & 100392570

Complaint No. 113/2022

In the matter of:

Liaqat Ali & OthersComplainant

VERSUS

BSES Yamuna Power LimitedRespondent

Quorum:

1. Mrs. Vinay Singh Member(Law)
2. Mr. Nishat Ahmad Alvi, Member (CRM)

Appearance:

1. Mr. Sayed Wajid Ali, Counsel of the complainant
2. Mr. Imran Siddiqi, Ms. Ritu Gupta, Ms. Shweta Chaudhary, Mr. Pawan Verma & Ms. Katha Mathur, On behalf of BYPL

ORDER

Date of Hearing: 01st September, 2022

Date of Order: 15th September, 2022

Order Pronounced By:- Mrs. Vinay Singh, Member (Law)

Briefly stated facts of the case are that the respondent transferred dues of some other connection on the three live connections of the complainant.

Present complaint has been filed by the complainant alleging that respondent has wrongly transferred dues of Rs. 1,40,592.43/- of some stranger Mohd. Hanif having CA No. 1003226241 on these three consumers of respondent having CA no. 100363663, 100454957 and 100392570.

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It is stated in the complaint that they don't even know said Mohd. Hanif further stating that in their knowledge he never resided in their premises. Complainants further states that their connections were energized in the year 2008 after getting all commercial formalities completed from them, by the respondent. At the time of giving the connections, respondent raised no demand of whatsoever, if outstanding on the premises and after getting the connections they had been using the electricity and paying the bills, for the electricity consumed by them, as issued by the respondent till September 2019. All of a sudden complainants received a demand notice dated 19.09.2019 from respondent thereby asking to pay the said outstanding dues of said Mohd. Hanif. This notice was duly replied denying any outstanding so raised showing ignorance of any person by the name of Mohd Hanif and the alleged CA NO. Complainants also alleged that somebody might have received connection by falsely misrepresenting this address as his own.

Complainant also taken the Plea of Section 56 (2) of electricity Act 2003 thereby stating that even if there had been any outstanding it is time barred and respondent cannot claim the same after passing limitation period of two years in the facts and circumstances that alleged disconnection was done on 14.05.2007, while notice of demand issued on 19.09.2019 after 12 years.

Complainant has prayed for the directions to the respondent to withdraw the outstanding demand and issue monthly bills as per consumption, so as to enable them to deposit the same in time.

On notice respondent by filing its reply, reiterating its claim, states that the connection was installed at ground floor of these premises in the name of Mohd Hanif which was disconnected on 14.05.2007 on account of outstanding dues of

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Rs. 1,40,592.45, when on 18.09.2019 respondent visited the subject premises it was found that three live connections vide CA No. 100363663, 100454957 and 100392570 were providing electricity to subject premises by way of illegal extension. On finding this respondent served the complainants with notices dated 19.09.2019 asking to remove illegal extensions failing which outstanding dues shall be transferred on their live connections. But when on second visit on 09.10.2019 respondent found that illegal extension was still existing vide show cause notice dated 21.10.2019, Complainants were asked to explain but as nobody turned out within the time given the outstanding dues were transferred proportionately on all the three connections on 05.11.2019. Respondent has also taken Plea of delay in challenging the transfer of dues in as much as the complainants got knowledge of dues transfer on them in December 2019 while complaint has been lodged in the year 2022. Respondent also placed on record certain theft bill against the complainants as settled/paid.

In its reply in Para 4 respondent states that on visiting the subject premises on 18.09.2019 it was found that the connections vide CA No. 100363663, 100392570 & 100454957 were providing electricity to subject premises by way of illegal extension.

We have gone through the submissions made by both the parties. From the narration of facts and material placed before us we find that the respondent proportionately transferred dues of Mohd Hanif having CA No. 100322624 which was disconnected in the year 2007 on account of non-payment of dues amounting to Rs. 1,40,592.43/- to the live connections of Zakiya Sabir having CA No. 100363663, Rana Liaqat having CA No. 100454957 and Syed Atif Ali having CA No. 100392570 . All these three connections are energized on the same premises where the connection of Mohd Hanif was energized in the year 1978.

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Complainant also quoted Section 56 (2) of Indian Electricity Act 2003, stating that the dues are time barred.

Section 56 (2) of the Indian Electricity Act 2003 states as under:-

Section 56. (Disconnection of supply in default of payment) (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.

Here the dues which are transferred to the live connections of the complainants came into force in the year 2019 when respondent served notices to the complainants for dues transfer. So, Section 56 (2) of the Indian Electricity Act 2003 does not apply here.

At the time of getting new connection Mohd Hanif had submitted an affidavit in which he clearly stated "that he is tenant at premises no. 2303, Gali Nalbadan, Turkman Gate, Delhi and for the last 26 years he is residing in the said premises. He also submitted that he is living on rent and paying the rent of the house monthly but the landlord does not issue any rent receipt."

During the course of hearing the complainant Mohd Liaqat Ali submitted that he is living in the subjected premises since his childhood.

From the above, it seems the complainant and his family is in possession of the subjected premises since long and Mohd Hanif was their tenant and the dues are on same premises.

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We are of considered opinion that the dues transferred by the respondent to the three live connections in the property are correct and payable by the complainants.

Also, as decided by Hon'ble High Court and Supreme Court in many cases that the electricity charges cannot be waived off as decided by High Court of Delhi on 02nd March 2009 in the matter of Izhar Ahmed Vs. BSES Rajdhani Power Limited which is narrated below:-

"The intent of such a regulation is to ensure that electricity companies do not have to run around to recover their dues and any person who applies for re-connection makes payment of all dues including surcharges and payment of fraudulent abstraction charges before grant of new connection or reconnection of said premises."

Now the question arises, are the dues claimed by respondent in order or not. The respondent was asked to re-check the bill of the complainant considering the date of disconnection as 18.01.2007 and giving him due credit of DVB period dues and provisional bill raised by them.

The respondent vide their mail dated 14.09.2022 submitted revised bill calculations stating therein that an amount of Rs. 10268.72 is involved as bill revision whereas an amount of Rs. 23410.37 is involved in LPSC and after giving due credit of the above stated amount now the payable amount by the complainants are of Rs. 106913.36/-.

Respondent also submitted that at present outstanding dues against CA No. 100454957 is Rs. 60260.00 including LPSC Rs. 13902.70, CA No. 100392570

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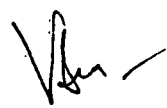
outstanding dues are of Rs. 60720.00 including LPSC Rs. 14021.62 and against CA No. 100363663 outstanding amount is Rs. 52400.00 including LPSC of Rs. 8,231.63.

1. Therefore, we direct Respondent to revert the earlier transfer of dues on CA No. 100454957, 100392570 & 100363663 and as per the above given calculations, transfer the amount of Rs. 106913.56 on pro-rata basis on all the three live connections stated above.
2. Respondent is also directed to waive of entire LPSC amount as stated above from all three live connections in the name of Zakiya Sabir CA no. 100363663, Rana Liaqat CA no. 100454957 & Syed Atif Ali CA no. 100392570 and if complainant wants to make payment in instalments, respondent should provide instalments.
3. The complainant is also directed to make the payment of transferred dues along with current dues.
4. Respondent is also directed to file compliance report within 21 days from the date of this order.

The case is disposed off as above.

No order as to the cost. Both the parties should be informed accordingly.
Proceedings closed.


(NISHAT AHMED ALVI)
MEMBER (CRM)


(VINAY SINGH)
MEMBER (LAW)