



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,
Shahdara, Delhi-110032
Phone: 32978140 Fax: 22384886
E-mail:cgrfbyp@hotmai.com
SECY/CHN 015/08NKS

C A No. 101523067
Complaint No. 69/2021

In the matter of:

Munni DeviComplainant

VERSUS

BSES Yamuna Power LimitedRespondent

Quorum:

1. Mr. Arun P Singh (Chairman)
2. Mrs. Vinay Singh, Member (LAW)
3. Dr. Harshali Singh, Member (CRM)

Appearance:

1. Mr. Sanjeev Kumar, Son of the complainant
2. Mr. Imran Siddqi, Ms. Ritu Gupta and Ms. Shweta Chaudhary,
On behalf of BYPL

ORDER

Date of Hearing: 23rd August, 2021
Date of Order: 03rd September, 2021

Order Pronounced By:- Mr. Arun P Singh (Chairman)

Briefly stated facts of the case are that the complainant is using electricity through CA No. 101520367, but the respondent transferred dues of other connection to her CA number.

She also submitted that she earlier applied before the Hon'ble Forum vide C.G. No. 44/2021 for resolution of her grievance but the Forum disposed off her

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complaint as the complainant never approached the respondent before lodging her complaint in the Forum. Also the complainant had lodged complaint before PLA and SHO Gokul Puri, Delhi.

She further submits that respondent transferred dues of unknown people in her electricity bill. These people on the basis of forged documents and signature made her guarantor for release of new electricity connection in their name. She requested the Forum to direct the respondent for removal of dues and legal action against the culprits.

The matter was heard on 06.08.2021, when it was revealed that this case belongs to BRPL area, how the dues transferred by BYPL on the CA No. of Ms. Munni Devi. Complainant also lodged complaint/FIR in the Police Station. Respondent was directed to file details of dues transferred along with accounts statement on the registered consumer Munni Devi in detail and K.No. file should also be produced.

Respondent submitted their reply stating therein that prior to filing present complaint; the complainant filed a complaint bearing CG No. 44 of 2021, which was disposed by CGRF vide order dated 09.04.2021. Respondent further submitted that from perusal of record and various complaints made by the complainant it is apparent that:

Complainant is aware of transfer of dues since 2015 on account of her undertaking on account of acts of Mr. Mahesh Dahiya and Kamal Malhotra yet she never approached BSES and made any representation against transfer of dues or misuse of her undertaking or that the undertaking is forged and fabricated. On 18.01.2017, complaint is made against Mr. Mahesh Dahiya before SHO, Gokulpuri. Though allegations are made against BSES but BSES or any official is not named as accused. Apparently on the said complaint no inquiry was made against BSES and as such BSES was never aware of said complaint.

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On 30.05.2017 apparently some petition is filed before Mediation centre at Nand Nagri wherein BSES is made as second party with first party as Mahesh Dahiya. On 18.10.19 again complaint is made before SHO this time against Mahesh Dahiya as well as against Kamal Malhotra. Though allegations are made against BSES but BSES or any of its officials is not named as accused. On 12.01.21 similar complaint is made before DCP against Mahesh Dahiya as well as Kamal Malhotra wherein subsequent events regarding payment made in year 2020 are added. On 14.01.2021, similar complaint is made before Hon'ble MLA. In March 2021, complaint filed before learned CGRF without first approaching BSES. From the events detailed herein above it is apparent that though complainant has been aware of transfer of dues on account of her undertaking since 2015 yet she never raised her grievance before the respondent till April 2021 and in any case BYPL was not aware of grievances of complainant till March 2021.

As per the complainant when dues were transferred for the first time in the year 2015, she through her son approached BYPL office and sought details of transferred dues.

On the basis of submissions there are mainly four issues involved in the present matter:

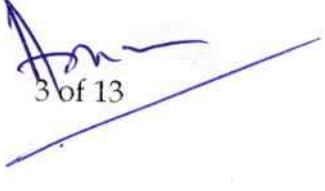
Issue 1 - Whether additional affidavit of the complainant taken by the respondent for release of 1 KW temporary connections in addition to Indemnity Bond and affidavit by the authorized signatory, agreement duly signed by the applicant advertising agency, crossed cheque for advertising agency (applicant) for release of 1 KW temporary connection was necessary/required as per provisions in Electricity Act/DERC Regulations?

Issue 2 - Who is responsible for accumulation of dues in the fourteen temporary connections?

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Issue 3 - Whether the respondent acted as per provisions of law for recovery of dues?

Issue 4 - Whether the transfer of dues of 1 KW temporary connections in the name of advertising agencies to the domestic connection of the complainant was as per provisions in the Electricity Act/DERC Regulations?

All these issues pertain to subject matters on which CGRF has undisputed jurisdiction. The forged affidavit/fraud matter for which complaint has already been lodged by the son of the complainant with SHO, P.S. Gokul Puri, Delhi on 18.01.2017 shall be decided by the competent court/authority and the Forum shall examine remaining matters within its jurisdiction as mentioned above where prima facie there are violation of provisions in the Act and DERC Regulations, unfair practices and negligence on the part of respondent. The Forum cannot remain mute spectator for such serious irregularities and violation of provision in Act/Regulations in the matter filed before it. Infact it is duty bound to decide the matters within its jurisdiction; however, the subject matter of forged documents/fraud shall be avoided in our examination for other issues.

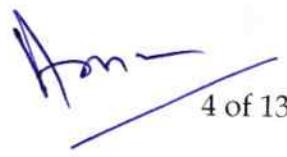
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Regulation 19 of DERC Regulations'2017 applicable at the time of these fourteen connections is reproduced below:

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19. Temporary Supply Temporary supply shall be given for short-term requirements such as marriages, religious functions, construction activities, exhibitions, cultural functions, etc. The Licensee shall deal with the application for temporary supply as follows:

- i The applicant shall make request for temporary supply in the format prescribed in ANEXE-II to these Regulations or as approved by the Commission from time to time.
- ii The Licensee shall issue dated receipt of the request to the applicant. Any deficiencies in the application shall be got corrected immediately at the time of receipt of application. The application shall be considered to be accepted on removal of such deficiencies.
- iii The Licensee shall examine the technical feasibility of the connection requested for and if found feasible shall sanction the load and raise a demand note in accordance with the provisions of the Regulations within two days of acceptance of application. If the connection is not found technically feasible, it shall intimate to the applicant in writing within three days of acceptance of application giving reason for the same. No connection upto 10 kW shall be rejected on technical grounds.
- iv The applicant shall make the payment in accordance with the demand note within two days of receipt of demand note failing which the sanction shall stand lapsed. Also Licensee may, at the request of applicant, accept payment at the time of making application which shall be received on account and subject to completion of all commercial formalities.
- v After payment of applicable charges, the Licensee shall energise the connection in accordance with the date indicated in the application.
- vi If there are dues on the premises, temporary connection can be refused till the dues are paid by the consumer.
- vii Temporary connection shall be granted for a period of upto three months at a time, which can be further extend depending upon the requirement.

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viii The grant of temporary connection does not create a right in favour of the applicant for claiming a permanent connection, which should be governed by Regulation 15 and 16 for providing new connection.

Annex-II
Application for Temporary connection

Application Number											
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Affix a passport
size photograph
here

1	Applicants Name in Capital (Owner/Other)										
2.a	Address	House									
		Street									
		Colony/Area									
		Pin									
	Telephone No.								Mob.		
	E-mail										
2.b	Office Address										
2.c	Permanent address										
3	Load Applied for (in KW)										
4	Purpose of Temporary Connection		1. Marriage/function								
			2. Construction								
			3. Thresher								
			4. Others								
5	Period of connection		1. Less than 16 days								
			2. 16 days and beyond 16 days upto 3 months								
6	Temporary connection	Date From	Month			Year					
	period	To									
the Applicant											
Signature of											

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List of documents required for new electricity connection is also given in Annex-I of the Regulations, which is as under:-

List of Document Attached	1	Passport size photograph of applicant
	2	Electrical contractor certificate for internal wiring (in the prescribed form)
	3	Fire fighting/life safety certificate (wherever applicable)
	4	Address proof Anyone of the following a. Electoral Identity Card b. Passport c. Driving License d. Ration Card e. Photo identity card issued by any Govt. agency
	5	Proof of ownership/occupancy (anyone of the following) a. GPA b. Possession letter c. Rent receipt with proof of ownership of landlord d. Lease agreement
	6	No objection letter of landlord along with proof of ownership of landlord.
	7	Other documents; applicable for selected consumer category a. Industrial Valid Industrial license/lal dora certificate in case of rural village b. Agricultural consumers Certificate of residence from block development officer No objection certificate from development commissioner/block development officer for tube wells. c. Non-domestic for khokhas and temporary structure The bazaar Receipt number Khokha/temporary structure for single delivery point

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Examination of a test case CA No. 350513913 reveals that prescribed Application Forum/format as per DERC Regulations was not used and other facts as under:

- (i) Name of Applicant :- M/s Shri Krishna Arts
- (ii) NDMC letter No. CO(Advtt.)/NDMC/2014/D-3914 dated 25.04.2014 to M/s Shri Krishna Arts, 10/6762, street No. 3, Dev Nagar, Karol Bagh, New Delhi-110005 as offer for grant of permission for display of advertisement through wall wrap size of 25'X12'.
- (iii) Authority letter dated 22.07.2014, authorizing Mr. Sonu Prasad s/o Sh. Jhangat Prasad to apply electric connection to BSES Rajdhani/Yamuna on behalf of M/s SHRI KRISHNA ART signed by its Director - illegible and Parmod Kumar SF 4156.
- (iv) New connection forms alongwith declaration are signed by Sonu Prasad for M/s Shri Krishna Arts (stamped) and on page 2 of the declaration bears sign of Mr. Paramod Kumar (director of Shri Krishna Arts).
- (v) An agreement dated 24.12.2013 between Prachin Shiv Kala Mandir and M/s Krishna Arts signed by Director Sudesh Kumar and Paramod Kumar.
- (vi) Affidavit by M/s Shri Krishna Arts authorized signatory Sonu Prasad on non-judicial e-stamp as undertaking to clear all accumulated/outstanding dues and other points.
- (vii) Indemnity bond dated 19.07.2014 by M/s Shri Krishna Art authorized signatory Mr. Sonu Prasad in favour of BSES Rajdhani/Yamuna Power Limited.
- (viii) Affidavit by Smt. Munni Devi w/o Jagdish Prasad for payment of electricity dues against the temporary connection.

All papers except the affidavit by Munni Devi bear the signature of the authorized signatory for the applicant M/s Shri Krishna Arts.

Though the respondent has not clarified under which provision in the Act/Regulations, the additional documents for a very short duration (maximum three months as per Regulation 19) were preferred by them but they have referred a case of Mohd Afsar CG No. 48/2021, wherein also the respondent was directed by this Forum to revert-back (withdraw) the transferred dues and recover the dues from the main user and in that particular case Mohd Afsar has given Guarantor Undertaking on Non-Judicial Stamp paper of Rs. 10/- and circumstances are also different. **Let us examine it in light of Regulation 26 of DERC Regulations 2007.**

26. Agreement

i) An agreement, as prescribed at format at ANNEXE-I or as approved by the Commission from time to time, shall be executed by the applicant in duplicate on stamp paper (in case of bulk consumers) of a prescribed value, for getting a new connection and for change in the agreed parameters like contract demand. In case of any special circumstances, special clauses may be added to the agreement, if agreed to between the Licensee and the consumer, provided such clauses do not contravene the provisions of the Electricity Act 2003 and other rules and Regulations in force. These special clauses shall form a part of the agreement. A copy of the agreement shall be given to the consumer after execution.

Special circumstances for one KW temporary connection of very short duration has not been explained in the submissions by the respondent even when pointed order for it was given by the Forum on 23.08.2021, moreover the affidavit by Munni Devi in the present case has not been made part of the agreement also (as does not bear even the signature of the applicant/authorized signatory) is otherwise also provision in the **Regulation 1(v) and 1(vi)** are as under:

(v) These Regulations shall be interpreted and implemented in accordance with, and not at variance from, the provisions of the Act read with the Indian Electricity Rules, 1956 and any regulations in this regard made by the Authority.

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(vi) All the prescribed forms and formats annexed to the Regulations (except for Annexure-XIII) are for guidance, the Licensee may make suitable amendments in the forms/formats after seeking prior approval of the Commission and such amended forms/ formats would be posted on the website of the respective Licensees for use by consumers.

The provisions in the Electricity Act 2003 cover these special circumstances:

Section 48, Additional terms of supply:-

A distribution licensee may require any person who requires a supply of electricity in pursuance of section 43 to accept -

- (a) any restrictions which may be imposed for the purpose of enabling the distribution licensee to comply with the regulations made under section 53;
- (b) any terms restricting any liability of the distribution licensee for economic loss resulting from negligence of the person to whom the electricity is supplied.

Section 53. (Provisions relating to safety and electricity supply):

The Authority may in consultation with the State Government, specify suitable measures for -

- (a) protecting the public (including the persons engaged in the generation, transmission or distribution or trading) from dangers arising from the generation, transmission or distribution or trading of electricity, or use of electricity supplied or installation, maintenance or use of any electric line or electrical plant;
- (b) eliminating or reducing the risks of personal injury to any person, or damage to property of any person or interference with use of such property;
- (c) prohibiting the supply or transmission of electricity except by means of a system which conforms to the specification as may be specified;
- (d) giving notice in the specified form to the Appropriate Commission and the Electrical Inspector, of accidents and failures of supplies or transmissions of electricity;

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- (e) keeping by a generating company or licensee the maps, plans and sections relating to supply or transmission of electricity;
- (f) inspection of maps, plans and sections by any person authorised by it or by Electrical Inspector or by any person on payment of specified fee;
- (g) Specifying action to be taken in relation to any electric line or electrical plant, or any electrical appliance under the control of a consumer for the purpose of eliminating or reducing the risk of personal injury or damage to property or interference with its use.

Accordingly, the respondent was required to incorporate special circumstances, if any in the application cum Agreement form for new electricity connections and get these variations in the prescribed formats approved by DERC as per Regulation 1 (vi), but that was not done. In the present matter, for electricity safety issues Indemnity Bond from the applicant and for Section 48 (b) purpose affidavit from the applicant advertising agencies was taken and was made part of the application cum Agreement. But Affidavit from Munni Devi was not part of the Agreement as not signed by either party (the Applicant and the Licensee) and also she has not signed as Guarantor in the space provided for that purpose on Application cum Agreement Forum.

On the basis of above it is evident that the affidavit of Munni Devi did not form the part of the agreement and was not in conformity with provisions in the Electricity Act and Regulations, hence liable to be treated as invalid and is not enforceable in the matters related to these fourteen temporary connections.

Issue 2 - Who is responsible for accumulation of dues in the fourteen temporary connections?

Temporary connections sanctioned for maximum three months were allowed to be used even for two to three years without any request for extension of the sanctioned period and in most of cases there was no payment after the validity period of these temporary connections. Billing was also done mostly on



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provisional basis. The respondent did not resort to disconnection on non-payment of dues and on completion of the sanctioned time period of three months, for which he is not only empowered in the Regulations but also it was his duty, so there is serious negligence, inefficiency on the part of the respondent and clearly they are responsible for accumulation of dues as they failed to take timely actions as required in the DERC Regulations.

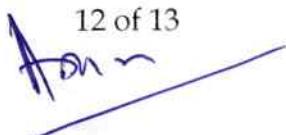
Issue 3 - Whether the respondent acted as per provisions of law for recovery of dues?

The respondent was responsible for recovery of dues as admissible under terms of agreement and provisions in law from the applicant and user of these electricity connections. The advertising agencies whose address and details were available with them, but they transferred the dues to the domestic category connection of the complainant which is not permissible under the provisions in the Electricity Act and DERC Regulations. The Forum in its order dated 23.08.2021 provided an opportunity to the respondent to explain this dues transfer in terms of provisions in the Act/Regulations but they could not provide any justification for the same in terms of provisions in Electricity Act/DERC Regulations.

Hence, transfer of dues of fourteen electricity connections sanctioned for the maximum period of three months (as permissible under Regulation 19 of DERC Regulations) to the Domestic electricity connection of the complainant was arbitrary, unfair and clear violation of provisions in the Electricity Act/Regulations.

Issue 4- Whether the transfer of dues of 1 KW temporary connections in the name of advertising agencies to the domestic connection of the complainant was as per provisions in the Electricity Act/DERC Regulations?

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 *Adm*
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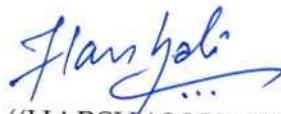
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As given above, the dues transfer of the fourteen temporary connections in the name of advertising agency to the domestic electricity connection of the complainant was arbitrary, unfair and was done in violation of provisions in the electricity act/Regulations, hence, the disconnection of the complainant's electricity connection for non-payment of these transferred dues was also totally unjustified and unlawful.

On the basis of above the respondent is directed that the dues of fourteen temporary connections of the advertising agencies transferred to the domestic electricity connection having CA No. 101520367 of the complainant, alongwith LPSC, if any be withdrawn immediately and no dues certificate in respect of the connection be provided to the complainant within two weeks from the date of this order, so that the complainant may avail fresh electricity connections as permissible under rules and regulations.

With this matter is disposed off.

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


((HARSHALI KAUR)
MEMBER (CRM)


(VINAY SINGH)
MEMBER (LAW)


(ARUN P SINGH)
CHAIRMAN

ADDITIONAL SUGGESTION OF MEMBER (LAW)

As per suggestion of Member (law), that the complainant is the Surety/Guarantor of the connections in the name of Kamal Malhotra and Mahesh Dhaiya having advertising agency. The complainant has given surety in some of the connections, so the complainant before the Forum to withdraw the transferred dues. They have taken 14 connections and enjoy the electricity. So, the energy charge cannot be waived off. It was decided in many cases by Hon'ble High Court and Hon'ble Supreme Court, as such in the matter of **Izhar Ahmad & Anr., BSES Rajdhani Power Limited Vs Saurashtra Color Tones Pvt. Ltd. & ors., Isha Marbles and Madhu Garg.**

As per the suggestion the BRPL is sister concern of BYPL. And BYPL can contact BRPL and try to transfer these dues to their residential/commercial connections/CA Nos. Respondent knows their addresses with the consent from BRPL they can transfer these dues to Kamal Malhotra and Mahesh Dhaiya and respondent can also file the civil suit for recovery of the dues as per DERC Regulations 42 (4) for the recovery of the dues. If the respondent fails to recover the dues from Kamal Malhotra and Mahesh Dhaiya, then the complainant have some liability to help the respondent for recovery of the dues.



(VINAY SINGH)
MEMBER (LAW)