



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-11003

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SECY/CHN 015/08NK

C A No. 100828534

Complaint No. 396/2023

In the matter of:

Braham Singh

.....Complainant

VERSUS

BSES Yamuna Power Limited

.....Respondent

Quorum:

1. Mr. P.K. Singh, Chairman
2. Mr. Nishat Ahmed Alvi, Member (CRM)
3. Mr. P.K. Agrawal, Member (Legal)
4. Mr. S.R. Khan, Member (Technical)
5. Mr. H.S. Sohal, Member

Appearance:

1. Mr. Rahul Kumar, Counsel of the complainant
2. Ms. Ritu Gupta & Ms. Shweta Chaudhary, On behalf of BYPL

ORDER

Date of Hearing: 13th February, 2024

Date of Order: 28th February, 2024

Order Pronounced By:- Mr. S.R. Khan, Member (Technical)

1. This complaint has been filed by Braham Singh against BYPL-LNR. The brief facts of the case giving rise to this grievance is that he is using electricity through CA no. 100828534 installed at 9/7198, Gandhi Nagar, Gurudwara Gali, Delhi. He further stated that OP has transferred dues amounting to Rs. 21,620/- of disconnected CA No. 100967901 on his live connection. He approached OP for rectification of his electricity bill and OP asked him to deposit Rs. 19,450/- which he paid on 25.11.2020 and obtained No Dues from OP.

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CGRF (BYPL)

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It is also his case that now OP has again transferred an amount of Rs. 20,000/- to his live connection stating that the dues are payable by him. He requested for waiver off the bill amounting to Rs. 19,450/- which he had already paid on 25.11.2020.

2. OP in its reply briefly stated that the complainant is seeking withdrawal of dues claiming that the same already stands paid. The outstanding dues of disconnected connection bearing CA no. 150670026 registered in the name of Braham Singh s/o Nandu Singh of Rs. 20,356/- was transferred to live connection bearing CA No. 100828534 registered in the name of Braham Singh. After transfer of dues complainant requested to pay the transferred amount of Rs. 20,356/- after one year. Accordingly, the payment against the said settled amount of Rs. 20,356/- was deferred by locking the same. The consumer made payment of the transferred amount along with current demand on 24.11.2020. However, inadvertently amount of Rs. 20,356/- remained locked or to say deferred amount was not released and continue to be mentioned under the category locked. As a consequence payment received against the deferred amount was shown as an excess amount and adjusted against the future consumption bills.

OP further added that somewhere in August-September 2023 the said mentioned mistake came to the knowledge of the respondent as a consequence deferred amount was released in the bill.

3. In response to the reply of OP, complainant filed rejoinder on dated 25.01.2024. The complainant stated that he made payment of the final bill of special reading dated 13.01.2015 and no dues were outstanding as per NOC issued by BSES dated 24.11.2020 for CRNo. 1220122393. Complainant made payment of Rs. 19,450/- from which he paid Rs. 10,000/- through card and balance amount of Rs. 9450/- was paid

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through demand draft.

Signature
Secretary
CERC (RVPL)

Signature *Signature* *Signature* *Signature*

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4. Arguments of both the parties were heard at length.
5. From the narration of facts and material placed before us, find that in the year 2016, OP transferred dues amounting to Rs. 20,356/- of the other connection in the name of Braham Singh having CA No. 150670026. As per OP, the said amount was kept deferred on the request of the complainant but OP has ~~not~~ produced any documentary evidence in support of their claim. OP also confirmed that the complainant made payment of the deferred dues in December 2020, but inadvertently, inspite of adjusting the said amount against the deferred amount, OP considering the amount as advance kept on issuing bills to the complainant of credit i.e. issuing not to pay the bills to the complainant.
This is also admitted fact that the connection in question is commercial connection and same was regularly in use but due to credit amount; zero amount bills were issued to the complainant.
6. The dues are of other disconnected connection of Braham Singh, transferred to his live connection, but inadvertently the said amount was kept deferred and was not account for in December 2020 when the complainant made the payment, does not mean that the complainant can evade from his liability to pay the said dues.
7. In the present case OP is at fault by not releasing the deferred amount at the time of payment of the dues by the complainant in December 2020, but complainant was billed zero amount bill for a period of almost one year i.e. from February 2021 till February 2022, though the connection was in use and it is also noted that it is commercial connection and monthly bill is ranging between Rs.1200/-Rs.1500/-.

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8. Therefore, we are of considered opinion that dues are payable by the complainant. Thus we direct the respondent to revise the bill of the complainant by giving him due credit of the LPSC and any other charges, if any. OP is further directed to allow the complainant to make payment of the dues in installments, if desired by the complainant.

The case is disposed off as above.

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

(P K SINGH)
CHAIRMAN

(S.R. KHAN) 2/2/24
MEMBER-TECH

(P.K.AGRAWAL)
MEMBER-LEGAL

(NISHAT AHMAD ALVI)
MEMBER-CRM

(H.S. SOHAL)
MEMBER

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