

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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C A No. 153202528
Complaint No. 121/2022

In the matter of:

Jatinder SinghComplainant

VERSUS

BSES Yamuna Power LimitedRespondent

Quorum:

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

Appearance:

1. Mr. Jatinder Singh, Complainant
2. Ms. Ritu Gupta, Ms. Shweta Chaudhary & Ms. Katha Mathur, On behalf of BYPL

ORDER

Date of Hearing: 16th August, 2022

Date of Order: 26th August, 2022

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

Briefly stated facts of the case are that the respondent transferred dues of other connection to the live connection of complainant.

The complainant's grievance is that he purchased property no. CN-1031, GF, Taliwan Basti, Anand Parbat Industrial Area from Smt. Kiran Devi in the year 2016 and clear all the dues of CA No. 153202528, thereafter, he applied for new electricity connection in the year November 2020 and same was installed on

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14.12.2020. It is also his submission that on 28.10.2021 respondent included Rs. 33,431/- to his electricity bill which he has already paid at the time of purchase of the property. Therefore, he requested the forum to direct the respondent for immediate withdrawal of said dues from his bill.

Notices were issued to both the parties to appear before the Forum on 12.07.2022.

Respondent submitted their reply stating therein that complainant has challenged transfer of dues of CA NO. 100629822 (Smt. Kiran) to CA NO. 153202528 (Amandeep Singh S/o complainant). Dues of Rs. 33187.04 has been transferred as per law. As per record Smt. Kiran was previous owner of the subject property. Jatinder Singh i.e. father of Aman deep Singh purchased the same property from Smt. Kiran on 02.06.2011. It is also their submissions that payments against the electricity consumption of connection in the name of Smt. Kiran were issued by Jatinder Singh and Aman Deep Singh which were dishonored on presentation in respect whereof notices under Section 138 were issued.

Respondent further added that complainant was booking in his capacity as user of disconnected connection along with its registered consumer i.e. Ms. Kiran for misuse, which was settled by the complainant before PLA.

The matter was listed for hearing on 12.07.2022, when respondent was directed to file K.No. files and statement of account of all the four connections installed in the premises.

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Matter was again heard on 02.08.2022, when respondent stated that the complainant made the payments of connection of Smt. Kiran through cheques in the year 2014 and 2017 but both the cheques got dishonored. Complainant submitted that he is having receipt of bill paid by him dated 14.09.2016. Complainant is directed to produce the same on next date of hearing. Forum directed that disputed amount of Rs. 33,000/- is stayed till the final orders of the Forum till then the complainant is directed to pay the current demand of Rs. 18583/- in two equal instalments. 1st instalment should be paid by the complainant within 2 or 3 working days.

The matter was finally heard on 16.08.2022, when arguments of both the parties were heard and matter was reserved for orders.

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 complainant's contention is that he purchased the property no. CN-1031, GF, Taliwan Basti, Anand Parbat Industrial Area in the year 2016. After that he applied for fresh meter in November 2020 and the new connection was installed by the respondent on 14.12.2020.
- That the respondent on 28.10.2021 transferred dues of Rs. 33431/- to the live connection of the complainant. The dues of Rs. 33431/- are of CA No. 100629822 for the period 27.03.2016 till 06.12.2017 in the name of Smt. Kiran which was disconnected on 06.12.2017 on account of non-payment of dues.
- That the documents submitted on record shows a notarized GPA of Jatinder Singh in favour for his son Amandeep Singh dated 11.02.2015 which is for property no. CN-1031, land, measuring 50 sq yards, situated at Gali No. 10, Taliwan Basti, Anand Parbat Industrial Area, New Delhi which is allotted by Delhi Development Authority, vide token no. T.H.C.N-1031.

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- Also on record there is an agreement to sell of the same date i.e. 11.02.2015 between Jatinder Singh and Amandeep Singh for the same property.

In view of the above, we are of considered opinion that from the above deliberations the property in question was in possession of complainant Jatinder Singh prior to the year 2015. In the beginning of the year 2015 he transferred the said property to his Son through Notarized Sale Deed and General Power of Attorney. Therefore, the contention of the complainant that he purchased the said property from Smt. Kiran in the year 2016 does not substantiate here.

It's evident from the documents placed on record that the complainant Sh. Jatinder Singh was the user of electricity connection in the name of Smt. Kiran. Therefore, he is liable to pay the dues of CA No. 100629822.

In BSES Rajdhani Power Limited Vs Saurashtra Color Tones Pvt. Ltd. & ors., 2006, Delhi Law Times page no. 213, stated as under:

Electricity is public property. Law in its majesty benignly protects public property and behoves everyone to respect public property. No doubt dishonest consumers cannot be allowed to play truant with the public property but inadequacy of the law can hardly be a substitute for overzealousness.

As held by Hon'ble High Court of Delhi in Izhar Ahmad & Anr has stated "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 fraudulent abstraction charges before grant of new connection or reconnection of the said premises."

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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:-

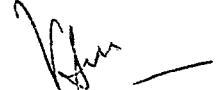
“The intent of such a regulation is to ensure that electricity companies do not have to run around to recover their dues and any person who applies for re-connection makes payment of all dues including surcharges and payment of fraudulent abstraction charges before grant of new connection or reconnection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

- Therefore, we direct the complainant to clear the pending dues of CA No. 100629822 in the name of Smt. Kiran as he was using electricity through this connection. ||
- We also direct the respondent that waive off LPSC amount in the bill amount of Rs. 33,431/-.
- If the complainant wants instalments as per **Section 49 of DERC Supply code 2017**, respondent is directed to allow four equal instalments to the complainant.
- 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)