



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

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SECY/CHN DIS/DRKS

C A No. Applied For Complaint No. 06/2024

In the matter of:

Lalit Rawat & Vijay RawatComplainant

VERSUS

BSES Yamuna Power LimitedRespondent

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. Shanky R.S. Gupta, Representative of the complainant
2. Ms. Ritu Gupta, Mr. Akshat Aggarwal & Ms. Chhavi Rani, On behalf of BYPL

ORDER

Date of Hearing: 14th May, 2024

Date of Order: 16th May, 2024

Order Pronounced By:- Mr. Nishat A Alvi, Member (CRM)

1. Present complaint has been filed jointly by Lalit Rawat & Vijay Rawat, alleging that OP has illegally transferred dues of Rs. 80,000/- on their CA Nos. 101237484 and 101191148. As per complaint the address of these CA no.'s is 9301, Rohtash Nagar, Main Babarpur Road, Near Sohana Sweets, Delhi-110032, alleging that the aforesaid transfer of dues is illegal.

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Hence, complainant has prayed for the directions to the OP to withdraw and revoke the alleged illegal dues, transferred on aforesaid CA No.'s belonging to the complainant.

2. On reply to the complaint OP states that a temporary connection bearing CA no. 350185782 was energized on the guarantee of complainant no. 2 - registered consumer of CA No. 101191148. As per guarantee the said guarantor undertook to clear the dues if any remains against outstanding in respect of the said temporary connection so granted. Reply further states that due to non-payment of outstanding dues of Rs. 66,806.90/- the said temporary connection was disconnected on 16.12.2013. As per undertaking by way of guarantee the said outstanding of aforesaid disconnected temporary connection were transferred on the connection of the guarantor - the complainant no. 2 bearing CA no. 101191148, installed at V-9301, West Rohtash Nagar, Shahdara, Delhi. As the said outstanding was also not paid by complainant no. 2, his electricity connection was also disconnected on 31.10.2019.

Additionally reply also takes a plea of illegal extension to the disconnected connection by another registered consumer namely Bhagwat Dayal having electricity connection vide CA no. 101237484 installed at 9301, Rohtash Nagar, Shahdara, Delhi.

Reply also states that as the show cause notice to transfer the said dues, due to illegal extension were not responded to by Sh. Bhagwat Dayal, the amount of Rs. 76010.28/- was transferred on his connection on 06.11.2023.

The reply also pleads that as complainants have no locus standi to file the present complaint as they are not the consumers of connection in respect whereof the relief is sought by them. Hence complaint is not maintainable.

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3. The matter was fixed for filing rejoinder by the complainant but no such rejoinder was so filed by the complainant stating that they don't want to file the rejoinder.

In support of their respective contentions, both the parties filed their respective documents. However, despite more than one opportunity OP failed to place on record the dues transfer file to show illegal extension as alleged.

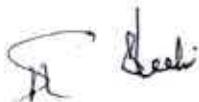
4. Heard both the Parties and Perused the record.

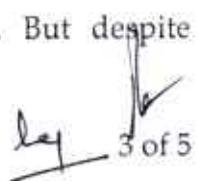
5. As per pleadings supported by the evidence as well as the arguments a temporary connection of one Sh. Paramjit Singh Narula vide CA no. 350185782 was installed at premises no. X-11, block MCD Primary School, Barham Puri, Delhi-110053. Said Paramjit Singh defaulted in payment of energy dues. Therefore his temporary connection was disconnected on 16.12.2013 and as Complainant No-2 was guarantor in disconnected connection this outstanding was transferred on his connection bearing CA no. 101191148 which was installed at premises no. V-9301, West Rohtash Nagar, Shahdara, Delhi-110032.

Simultaneously OP has taken plea of illegal extension also as given by one Bhagwat Dayal from his connection bearing CA No. 101237484, installed in premises no-9301, Rohtash Nagar, Shahdara, Delhi-110032. But the notices placed on record by OP against this illegal extension are issued to Complainant No-2 mentioning CA No-101191148 and not to said Bhagwat Dayal. Neither OP has explained how Complainant No-2 replaced said Bhagwat Dayal. In this respect this Forum sought transfers file of this dues based on illegal extension. But despite opportunities OP has failed to place on record the same.

Attested True Copy


Secretary
CCRF (BYPL)

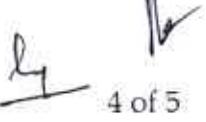



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In the circumstances the only ground for consideration for legality of the transferred dues remains the guarantee of complainant no. 2. In support of contention of guarantee, OP has placed on record copy of a notice dated 06.09.2018 given to complainant no. 2 by it, which states that 'you, as a guarantor at the time of sanction of temporary connection vide CA no. 350185782 in premises no. X-11, block MCD primary School, Brahmputri, Delhi-110053, undertook that in case the consumer of this connection defaults in the payment of energy dues you shall clear the outstanding thereof. Therefore, the OP is so authorized to recover the same from you. Thus you are requested for the payment of Rs. 66806.90/- within 7 days, failing which the said outstanding shall be transferred to your connection bearing CA no. 101191148. In support of this Plea of guarantee OP has filed an affidavit allegedly sworn by complainant no. 2, thereby undertaking to pay the outstanding dues of said disconnected temporary connection, beside notices dated 06.09.2018, and dated 31.12.2018 issued to complainant no. 2 notifying "you are given an opportunity to represent your case within 10 days, failing which it shall be presumed that you are admitting your liability and the outstanding dues shall be transferred on you". Complainant no. 2 denies receipt of such notices. Neither have we found any acknowledgment, on record, of receipt these notices. Complainant also denies the authenticity of the affidavit/guarantee alleging that the signatures on the affidavit differs than actual signatures. In support whereof complainant has placed on record copies of specimen signatures in the bank namely Canara Bank. Comparing the two we find apparently the signatures on the affidavit differs with specimen signature aforesaid. Even otherwise if the guarantee is presumed to be correct we have don't find any merit in OP's case that it can legally recover this outstanding of disconnected connection from another connection installed at a different address.

Attested True Copy
Date: _____
Secretary
CGRF (BYPL)

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Regarding locus standi, as the main issue in the present case is relating to guarantee of Complainant No-2 and his connection is involved, he is very much entitled to file the present complaint.

In the facts and circumstances in our considered opinion complaint is very much maintainable and the transfer of outstanding of disconnected connection on another connection of different address, on the basis of guarantee, is not legally valid. Whatever the right of recovery against guarantor, OP can exercise by initiation ^{no debt} recovery proceedings in the Court of Civil Jurisdiction.

ORDER

Complaint is allowed. OP is directed to withdraw the transferred dues of approximately Rs. 80,000/- on electricity connection of the complainant bearing CA no. 101191148, and not to take any adverse action on this connection based on the subject outstanding.

OP is further 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.

(P K SINGH)
CHAIRMAN

(S.R. KHAN)
MEMBER-TECH

(NISHAT AHMAD ALVI)
MEMBER-CRM

(P.K.AGRAWAL)
MEMBER-LEGAL

(H.S. SOHAL)
MEMBER

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