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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,

Shahdara, Delhi-110032

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SECY/CHN 015/08NKS

C A No. 152081835
Complaint No. 11/2022

In the matter of:

Manisha

.....Complainant

VERSUS

BSES Yamuna Power Limited

.....Respondent

Quorum:

1. Mrs. Vinay Singh Member(Law)
2. Mrs. Monika Taneja, Member (CRM)

Appearance:

1. Mr. Vinod Kumar, Counsel of the complainant
2. Mr. Imran Siddiqi, Ms. Ritu Gupta and Ms. Amita Sharma, On behalf of respondent

ORDER

Date of Hearing: 21st February, 2022

Date of Order: 28th February, 2022

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

Briefly stated facts of the case are that the respondent issued complainant arbitrarily high amount bill for the period 25.03.2021 till 24.08.2021 during lockdown period when his factory was closed due to Government orders.

It is his case that the complainant is user of electricity meter having CA No. 152081835 installed in name of his wife Manisha at property no. 360/367, Part-B, Second Floor, Plot no. 16, Gali No. 3, Friends Colony Industrial Area, Delhi-

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110095. It is also his submission that respondent sent him bill of Rs. 3,86,250/- for the period 25.03.2021 reading 1,87,923 Kvah to 24.08.2021 reading 2,81,314/- Kvah total consumption of 33,390 units. Thereafter respondent changed the meter of the complainant on 24.08.2021 with remarks meter faulty and issue him notice for meter testing but he objected that he want meter testing to be done at Okhla Lab. Respondent tested the meter at their own lab vide application order no. 1027878456 with remarks meter faulty.

He further submitted that respondent issued him regular consumption bill of Rs. 4,39,440/- on 16.10.2021 which is totally illegal and unlawful. Therefore, he requested the Forum to direct the respondent company for revision of bill against CA NO. 152081835.

Notices were issued to both the parties to appear before the Forum on 07.02.2022.

Respondent submitted their reply stating therein that the complainant is seeking revision of bill in respect of CA No. 152081835. It is also their submission that electricity meter installed at premises of the complainant was removed and sealed in presence of complainant and as per procedure new meter was installed and old meter was to be sent for testing on 07.09.2021. As consumer objected to testing in lab as mentioned in the said notice, accordingly meter was sent for testing in other lab i.e. Yadav Measurement Pvt. Ltd., which is accredited lab. The meter was tested on 31.01.2022 and meter test report concluded as under:

- a. No conclusive evidence of tempering found.
- b. Energy assessment required.

Accordingly, on the basis of lab report bill was assessed for the defective period of five months i.e. from 25.03.2021 to 25.08.2021 for 150 days on the basis of old

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base period of 26.12.2020 to 25.03.2021 and new base period 25.08.2021 to 25.11.2021 and as per the said assessment the units consumed for defective period was charged for 21845 instead of 33390 units which were charged before assessment, thus giving complainant a credit of 11536 units amounting to Rs. 1,29,807.99/-.

The matter was heard on 07.02.2022, when counsel of the complainant stated that he would file rejoinder. Respondent was directed to file statement of account of CA No. 152081835.

As per the Forum's order respondent submitted statement of accounts of CA No. 152081835.

The matter was finally heard on 21.02.2022, when arguments of both the parties were heard and matter was reserved for orders.

The main issue in the present complaint is whether the dues raised by the respondent are legitimate or not.

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 raised the issue of faulty meter and abnormal billing.
- Respondent submitted that the meter of the complainant was tested on 31.01.2022 and lab test report stated that no conclusive evidence of tempering found and energy assessment required.
- Respondent revised the bill of the complainant for defective period of five months i.e. from 25.03.2021 to 25.08.2021 on the basis of old base period of 26.12.2020 to 25.03.2021 and new base period from 25.08.2021 to 25.11.2021.

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- The bill is revised by giving credit to complainant of 11536 units amounting to Rs. 1,29,807.99/-.

Respondent also submitted details of the bill of the complainant which are as follow:-

Bill as on dated 25.02.2021	Rs. 3,86,585.00
Bill revision credit	Rs. 1,29,807.99
LPSC Amount	Rs. 19,833.00
NET AMOUNT PAYABLE	Rs. 2,36,944.01

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."

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:-

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"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."

In view of the above, we are of considered opinion that the respondent has revised the bill of the complainant by giving him due credit. Therefore, the Complainant is liable to pay bill amounting to Rs. 2,36,944.01/- (as per the calculations sheet submitted before the Forum by the respondent) which is from the date 25.03.2021 to 25.08.2021, considering this period as defective period as per DERC Regulations 2017.

Therefore, we direct as under

- The complainant is liable to pay the revised bill amounting to Rs. 2,36,944.01/-.
- The respondent is also directed to waive off the LPSC amounting to Rs. 19,833/- from the total bill of the complainant.
- Also, as per **Section 49 of DERC Supply code 2017**, if the complainant wants instalments, respondent is directed to allow four equal instalments to the complainant.

The case is disposed off as above.

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


(MONIKA TANEJA)
MEMBER (CRM)


(VINAY SINGH)
MEMBER (LAW)