



C A No. Applied For
Complaint No. 71/2024

In the matter of:

Parminder 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 (Tech.)
5. Mr. H.S. Sohal, Member

Appearance:

1. Mr. Ashok Ahuja, Counsel of the complainant
2. Ms. Ritu Gupta, Mr. R.S Bisht, Mr. Pammi Kalra & Mr. Akshat Aggarwal, on behalf of respondent

ORDER

Date of Hearing: 23rd April, 2024
Date of Order: 13th May, 2024

Order Pronounced By:- Nishat Ahmad Alvi Member (CRM)

1. The complaint has been filed by Mr. Parminder against BYPL-Karawal Nagar. Present complainant has been filed by the complainant alleging that the OP has wrongly transferred amount of Rs. 40044/- on his live connection vide CA 151920461, installed in his name at ground floor of Kh No. 3/21/6 Gali 10, Jawahar Nagar near Johripur, Delhi-110094.

Secretary
CGRF (BYPL)

[Handwritten signatures]

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As per complaint OP alleges that earlier also complainant was having a connection vide Cano. 10520208, in this very premises which was disconnected on 02.04.2009 for non-payment of dues of Rs. 40044/-. Thus it is the complainant who is liable to pay the same. Complainant states it was never that he was having such disconnected connection in his premises, therefore this outstanding is fake and he is not liable to pay the said transferred dues. By way of this complaint, the complainant prays that the transferred dues being not payable OP be directed to withdraw the same. As an interim relief complainant has requested that the present live connection be not disconnected during the course of proceeding of this complaint and he may be allowed to pay current dues till the final disposal of the present complaint.

2. In the reply of the complaint OP states that the disconnected connection was installed in the name of the complainant in this very premises and the complainant by concealing the fact of disconnected connection got the live connection in his name. Thus the outstanding of disconnected connection are payable by the complainant himself. Reply further states that this fact of disconnected connection and outstanding there on came to the knowledge of the OP when its officials visited the premises of the complainant and conducted inspection on 21.08.2023. Immediately OP issued notice dated 22.08.2023 to registered consumer of CA no 151920461. But there was no representation on behalf of complainant against this notice. Hence the outstanding of the disconnected connection was duly transferred on the live connection of the complainant by following due procedure as per law. Hence complainant has to pay the transferred dues.

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3. Rejoinder filed by the complainant stated that though he applied for the connection in the year 1997, but erstwhile DVB never provided the alleged connection to the complainant in his premises. Hence, without any supply of electricity the alleged arrears are legally not recoverable from the complainant. Rejoinder also challenges the receipt of the alleged notice. It is also stated in the rejoinder that respondent has failed to produce installation particulars and execution report of the alleged previous connection, beside the report of said connection relating to disconnection dated 02.04.2009. It is also stated by the complainant in his rejoinder that even otherwise as the alleged liability incurred prior to 2017, Regulation 52 of DERC Regulations 2017 is not applicable in the present case. Reiterating to his complaint, the complainant has prayed for the direction to OP for withdrawal of the dues of Rs. 44044/- so transferred on CA No. 151920461.

4. Heard the arguments and perused the record.

5. Documents filed by complainant alongwith rejoinder are Application form, Application-cum-Agreement, Calculation Sheet, Action Sheet, Agreement, Affidavit, Indemnity Bond, Affidavit, GPA.

Perusal of these documents show that as per application form complainant applied for temporary electricity connection of 1 KW, on as is where is basis with the readiness to pay energy charges w.e.f. 01.06.1997 at applicable flat rates, till metered supply is provided. Application-cum-Agreement show the particulars of applicant's alongwith address of the premises the connection is applied for binding himself for the conditions of DVB. Calculation sheet shows certain amounts and total therefor, with the seal of DVB, may be receipt of this amount. Blank Action sheet, Agreement between complainant and DVB agreeing to the conditions of DVB in the event of supply of electrical energy.

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6. Affidavit affirms that Complainant was in possession of the subject property and that the word built up, was mistakenly omitted in the Power of Attorney. In indemnity bond Complainant undertakes to indemnify the DVB for any loss etc. If any of the facts narrated in the documents are found false and due to which it suffers. Second affidavit assured to submit ration card after updating address therein as complainant was unable to submit it due to having previous address therein.

Collective perusal of these documents shows that these documents are undated. However, we can guess the date of submission of these documents as of the year 1997 by the content in application form that "I am ready to pay energy charges w.e.f. 01.06.97" as well as by the date of stamp paper on which indemnity bond and agreement were executed. Further perusal of Agreement deed shows the K.No. as 622/14800 being allotted by OP.

7. On the basis of these findings we see that not only complainant applied an unmetered temporary connection in the year 1997, but documents for grant of such connection were also submitted to the DVB by the complainant. As a consequence where of complainant was also allotted a K.No. 622/148000. Thus this plea of complainant that he was not given connection is not acceptable and possibility of connection cannot be ruled out and the complainant cannot run away from his liability to pay the energy dues for use of electricity by way for that connection. In this respect OP states that since the said connection was disconnected on 02.04.2009, he is liable to pay all the dues up to that date. In this respect we find placed on record a document by the name tariff philosophy and Regularization measures.

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Clause 4.9.2.5 ARR 2003-2004, thereof states "Domestic consumers paying flat rates on plot size basis

The commission has noted that some domestic consumers in regularized/unauthorized colonies, left-cut pockets and villages are billed on flat rates on plot size basis at the rates in the existing Tariff Schedule. This Schedule also says that as and when the utility installs energy meters, the energy charges shall be payable as per the tariff applicable to relevant category of supply.

Although the Commission has approved new rates of tariff for this category, the petitioner is directed to install meters for all such consumers by 31st October 2003, so that they may be billed on applicable tariff rates thereafter.

Perusal of this clause shows that as per DERC direction 31st Oct 2003 was the dead line to install meters, on the electricity connections having no meters, which were being charged on the plot size basis as per rates in then existing tariff schedule. Meaning thereby if was only till 31st Oct 2003 that OP could charge for unmetered connections. Thereafter if had to install meter and could charge for electricity consumed as per the reading of the meter. Here OP is at fault by not taking action for regularizing the connection of the complainant by installing meters despite order of DERC in ARR 2003-2004 and allegedly keeping Dori connection till the year 2009. However OP has not placed on record any document in support of the fact that connection was live till 2009. Therefore the benefit of doubt goes in favour of the complainant.



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8. Regarding liability of the complainant prior to 2002, DVB was supplying electricity in Delhi and Govt. of NCT of Delhi has waived off the dues of electricity, of domestic connection holders, of DVB. Thus the complainant also being domestic connection holder is not liable to pay the charges for electricity prior to July 2002. To sum up it is only a period from July 2002 to 31st October 2003 that OP can claim for dues of electricity from the complainant and not an amount of Rs. 40044/- claimed to be leviable till 2.4.2009.


ORDER

Complaint is partially allowed with the direction to the OP to withdraw the amount of 40044/- so transferred on live connection of the complainant and to revise the bill, considering the liability of the complainant only between the period of commencing from 1.7.2002 to 31.10.2003, on basis of flat rates as applicable at that time for unmetered connection on as is where is basis.

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.


(S.R. KHAN)
MEMBER-TECH


(P.K. SINGH)
CHAIRMAN


(P.K. AGRAWAL)
MEMBER-LEGAL


(NISHAT AHMAD ALVI)
MEMBER-CRM

Attested True Copy

Secretary
CGRF (BYPL)


(H.S. SOHAL)
MEMBER