

# CONSUMER GRIEVANCE REDRESSAL FORUM

(A Statutory Body of Govt. of NCT of Delhi under the Electricity Act of 2003)-For BRPL area

Sub - Station Building, Sector - V, Pushp Vihar,

(Near Saket Court Complex) NEW DELHI - 110017

Phones: 8468952631, 8468935702 TELEFAX: 29564400

Email: [cgrfbrpl@gmail.com](mailto:cgrfbrpl@gmail.com)

No: CG -45/2019/F11.207

Dated : ...11/11/19....

Shri Sanjay Kumar Parida  
M/s Shanti Enterprises  
Shed No. 40, Okhla Phase-2,  
DSIDC Scheme - 1,  
**NEW DELHI - 110020.**

Subject: - Redressal of Grievance by the Forum

Dear Sir,

1. Any complainant, aggrieved by orders of the Forum may himself/herself or through his authorized representative make a representation in writing to the Ombudsman.
2. The representation shall state clearly:
  - (i) The name/s and address of the consumer/s, service connection number, category, the name of the local licensees' office, against which the representation is made, the facts giving rise to the representation, the grounds thereof, the relief sought from the Ombudsman.
  - (ii) The name of the Forum, date of order or decision of the Forum shall, as the case may be mentioned in or enclosed with the representation.
3. No representation to the Ombudsman shall lie unless:
  - (i) The consumer had before making a representation to the Ombudsman approached the Forum constituted under Section 42 (5) of the Electricity Act, 2003 for redressal of his grievance;
  - (ii) The representation is made within one month from the date receipt of the order of the Forum:

Provided that the Ombudsman may entertain a representation beyond one month on sufficient cause being shown by the person filling the representation that he had sufficient reasons for not filling the representation within the aforesaid period of one month.

- (iii) The person filling the representation deposits an amount equal to one third of the amount assessed by the Forum in cash or by way of bank draft with the licensee and documentary evidence of such deposit is enclosed with the representation.



SECRETARY

Encl: Certified copy of order (06 pages).

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**CG - 45/2019**

In the matter of :

Shri Sanjay Kumar Parida  
M/s Shanti Enterprises  
Shed No. 40, Okhla Phase-2,  
DSIDC Scheme - 1,  
**NEW DELHI - 110020.**

.... Complainant

Versus

BSES Rajdhani Power Ltd.  
BSES Bhawan, Nehru Place,  
**NEW DELHI - 110019.**

.... Respondent

Coram:

1. Shri Atul Nigam - Chairman
2. Mrs. Nirja Ahuja - Member (Legal)
3. Mrs. Monika Taneja - Member (CRM)

Appearance:

Complainant:

1. Shri Sanjay Kumar Parida

Respondent:

1. Shri Sunil Singh, GM (KCC)
2. Shri Rajesh Gupta, SO, Co-ordinating Cell, Nehru Place

(Date of Hearing : 16.10.2019)  
(Date of Order: 28.10.2019)

Mrs. Monika Taneja, Member (CRM):

Briefly stated facts of the case are that the complainant Shri Sanjay Kumar Parida who has purchased this plot on 01.01.2017 as per the registry and was allotted CA No. 152474069 on 01.03.2019. The complainant states that he has been regularly paying his bills but recently dues of Rs. 5,74,902/- transferred from CA No. 152407772 and added wrongly in

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the bill month of April 2019 of his account. He challenges these dues and states that they have been levied wrongly in his account. According to him, he is a new entrant in the plot and the earlier tenant was M/s EECOIPS Ltd. having CA No.150762111, whose dues were cleared. The complainant states that a legal notice has been received from BSES for the recovery on 23.04.2018 to pay an amount of Rs. 5,74,902/- to which he has already replied but has not received any communication from Legal Deptt. of respondent. He is challenging these dues as the previous owner according to his record had cleared all the pending dues. He states that he has been harassed and unfairly been penalized and request for removal of dues of CA No. 152407772 from his CA no. 152474069. He states that respondent is not making it clear that these dues of CA No. 152407772 pertain to which owner and which premises.

On notice, respondent appeared and filed its reply before us. Respondent submitted -

That their staff found unbilled meter no. DVB02533 with stored reading of 35,030 KVAH at 40 DSIDC, Okhla Industrial Area, Phase - II, New Delhi - 110020.

There is another live connection CA No. 152474069 in the name of Shri Sanjay Kumar Parida installed at the same site. The site photographs of both the meters installed at the same site were taken on 08.08.2017.

Subsequently when the site was visited, it was found that the unbilled meter disappeared from the site for the reasons best known to the consumer. However, on 28.11.2017, the same was found by the meter removal team at a different site having address as C - 57, Okhla Phase - 1 in disconnected condition and was collected.

During inspection on 23.10.2018, it was observed that electricity supply sanctioned through the connection bearing CA No. 152474069 was found restoring the electric supply to the premises where electricity connection bearing CA No. 152407772 was disconnected due to non payment of outstanding dues amounting to Rs. 5,74,902/-. Thus the dues payable in

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respect of CA No. 152407772 against the stored reading (35.030 KVAH) amounting to Rs. 5,74,902/- transferred to CA No. 152474069 and Final (Disconnected) Bill with due date as 31.01.2018 was raised.

Respondent further stated that since due to inadvertent mistake meter (No. DVB02533) remained unbilled and was not reflecting in system, therefore, while sanctioning the new connections the dues pertaining to the unbilled meter could not be traced.

The respondent further stated that the consumer has given a Declaration / Undertaking which states as under :

"The applicant undertakes to clear all accumulated / outstanding dues against the premises and the Licensee is authorized to recover the same from the applicant or transfer the dues to any existing connection sanctioned in favor of the Applicant."

Or

"Every charge of electricity / any other sum + other than such charge for electricity are payable to Licensee which remain unpaid by erstwhile owner / occupiers of the premises / and shall be recoverable from applicant."

Accordingly in view of the above, they stated that the amount of Rs. 5,74,902/- has been transferred in the account of consumer's CA No. 152474069.

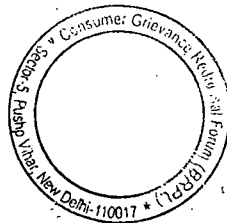
During hearing, the Forum had directed respondent to give the details of the connection related to dues and the report prepared while releasing the new connection. The respondent was further directed to keep on charging and accepting the current dues from the complainant without insisting on the disputed amount of dues of CA No. 152407772, till further orders of Forum.

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The respondent during hearing submitted that they are not able to provide the details regarding the connection or number of connections released on the premises and specifically the situation of no. of connection which were existing in the year 2013. The respondent further submitted that the meter found at site, whose dues have been transferred is belonging to the series of meters which were installed and released roughly in year 2005 and hence, "inference can be drawn that the meter whose dues are under consideration before the Forum was also possibly installed at this premises in 2005 itself". Respondent expressed their inability to furnish the details and the record of the connection in question whose dues they are insisting upon.

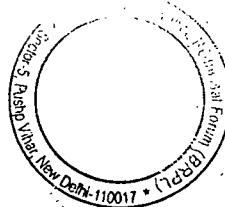
During arguments, the earlier occupant / owner M/s EECOIPS Ltd. was also directed to be present for the hearing. During the hearing, Mr. Sharad Raj appeared on behalf of M/s EECOIPS Ltd. submitted documents relating to the meter connection installed in the premises, which does not establish that any connection of these series was present at the premises nor any record pertaining to release of this connection CA No. 152407772 has been put forward by the respondent. The Forum repeatedly directed respondent to bring about the details verifying that the said meter was at any point of time installed or released on this premises and also to provide under which provisions of law they have transferred the dues. However, respondent could not provide the provisions of law or regulation under which dues transferred. Respondents also could not provide any details or documents as asked by Forum. They stated that K. No. file was not available and no other details were available for the said connection.

Forum observed that new connection (CA No. 15247069) was released to Shri Sanjay Kumar Parida at 40 DSIDC, Okhla Industrial Area, Phase - II, New Delhi - 110020 on 01.03.2018. Forum also observed that new connection is released only after getting No Electricity Dues Certificate from licensee and in this case licensee released new connection without pointing out these dues at that time. On the direction of Forum, respondent gave MRI report of meter No. DVB02533 that shows consumption from 12.11.2003 to 29.04.2004 with initial reading 14694 on 12.11.2003 and 25605 on 29.04.2004 respectively. Respondent could not give the details from 29.04.2004, till meter removal date. Also

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respondent could not give date of disconnection. The final reading taken on 28.11.2017 was 35030. On perusal of meter report no. 13703 dated 28.11.2017, it is evident that Secure make CT connected meter was recovered from Shed No. 40 DSIDC, Okhla Industrial Area, Phase - II. It is surprising that respondent has no record like consumer K. No. file and related file, release of connection date, date of disconnection, detail of monthly reading of CT connected meter.

Forum is of the view that respondents have failed to prove their case as to how stored reading of the DVB meter in dispute can be treated to be correct. They have not been able to provide any details & documents to substantiate their claim for amount of dues transferred. No substantive or credible evidence has been given by discom to suggest that the protracted inaction on their part has been result of genuine errors or oversight. These arrear appears suddenly without any supporting explanation in the bill. The contention of the respondent that as per condition of supply all outstanding dues of electricity on the premises are required to be settled by the applicant of the new connection and this principle is settled in various judgments of Hon'ble High Courts and Hon'ble Supreme Court does not hold ground as these dues were not demanded at the time of release of connection of the complainant.

Also Forum observes that as per DERC (Supply Code and Performance Standards) Regulations 2017 dues can be transferred only under clause 52 which is quoted as below:

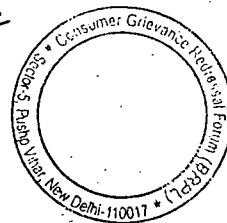
**52. Prevention from Unauthorized Reconnection:-**

- (1) The consumer shall not reconnect its supply unauthorizedly from the system of the Licensee or from the live connection of any other consumer.
- (2) In case the consumer indulges in unauthorized reconnection from the system of the Licensee directly, the Licensee may initiate action as per provisions of Section 138 of the Act.

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(3) In case the consumer indulges in unauthorized reconnection from the supply of any other consumer, the Licensee may initiate action as per provisions of unauthorized use of electricity against such consumer who has provided the supply:

Provided that the pending dues of disconnected connection shall be transferred to the account of consumer allowing such connection.

Dues transferred in the said case do not fall under the proviso of the above mentioned clause, as no case of unauthorized use of electricity has been initiated against the complainant / consumer. Further more contention of respondents that the consumer has given an undertaking that any outstanding dues if found later can be transferred in his account is not sustainable, as the internal procedure / agreement can not override the prevailing regulation.

In these circumstances, Forum is of the view that complainant is not liable to pay the disputed amount transferred in his account. The said amount should be withdrawn from his account & this bill be revised.

Accordingly, the case is disposed off.

Sd/-  
(Mrs. Monika Taneja)  
Member (CRM)

Sd/-  
(Mrs. Nirja Ahuja)  
Member (Legal)

Sd/-  
(Atul Nigam)  
Chairman

