

OFFICE OF THE ELECTRICITY OMBUDSMAN

(A Statutory Body of Govt. of NCT of Delhi under the Electricity Act of 2003)

B-53, Paschimi Marg, Vasant Vihar, New Delhi-110057

(Phone No: 011- 26144979)

Appeal No. 02/2020

(Against the CGRF-TPDDL's order dated 04.12.2019 in CG No. 109/2019)

IN THE MATTER OF

SHRI VIJAY BHATIA

Vs.

TATA POWER DELHI DISTRIBUTION LTD.

Present:

Appellant : Shri Vijay Bhatia

Respondent: Shri Gautam Jai Prakash, Sr. Manager (Legal),
Shri Anurag Kumar (Asst. Manager) and Shri Dinesh Kumar
Mathur (S.O.), on behalf of the TPDDL.

Date of Hearing: 02.03.2020

Date of Order: 06.03.2020

ORDER

1. The appeal No. 2/2020 has been filed by Shri Vijay Bhatia, against the order of the Forum (CGRF-TPDDL) dated 04.12.2019 passed in CG No. 109/2019. The issue concerned in the Appellant's grievance is regarding raising of arbitrary bill and thereby increasing of sanctioned load of his domestic electricity connection bearing CA No. 60017732375 installed at 27, Adarsh Kunj, Plot No. 42, Sector -13, Rohini, Delhi - 110085 by the Discom (Respondent).

2. In the instant appeal, the Appellant has stated that his sanctioned load was increased from 4 KW to 5 KW on the basis of three consecutive highest MDI readings for the month of June, July and August, 2018, which is not as per the regulations. The Discom raised an arbitrary bill against the said electricity connection wherein an additional security deposit of Rs.900/- was also charged along with enhanced fixed charges on account of increase in sanctioned load from July, 2019 onwards. The Appellant has also challenged the bill raised by the Discom on account of three MDI readings instead of four readings as per regulations and has termed the increase of load as arbitrary. He has disputed the procedure adopted by the Discom to compute the revised load of 5 KW, as the MDI for the month of September, 2018 has not been considered in the load violation notice issued for enhancement of the load.

Secondly, the Appellant has also denied of having received any load violation notice, which was supposed to have been raised by the Discom before 31.05.2019 as per the Clause 17(4)(iv) of the DERC Regulations, 2017. The Appellant has stated that the said notice dated 14.04.2019 for violation of the load was personally handed over to him only on 22.06.2019 by the Help Desk of the Discom. He has disputed the claim of the Discom regarding serving of the load violation notice along with the bill on 18.05.2019 at his premises. The Appellant has enclosed the copies of the Visitor Entry Register of the security gate of the Society for dated 19.05.2019 and 20.05.2019, in order to prove that no official of the Discom has ever visited the Society for serving the notice. He also denied the contention of the Discom that the visitor's register of the Society is in his possession and further argued that the Bill Distributor of the Discom leaves the bills at the gate of the Society and does not deliver the bill from door to door. Accordingly, entry in the visitor's register is not a proof unto itself of service/delivery of any document. He has further alleged that not even a single consumer of the society, whose load has been enhanced, has received the load violation notice during that period.

3. The Appellant further conveyed that as the levy of Rs.900/- as additional security deposit was since disputed, therefore, the remaining amount of the bill against the current demand of Rs.9,280/- raised vide bill dated 14.06.2019 was paid on 02.07.2019, with the proper intimation orally as well as in writing to the officials of the Discom. The part payment thus made was never objected to by the Discom at any point of time, but even then he was served with a 'Notice of Disconnection' dated 14.07.2019 in violation of various clauses of the DERC Regulations, 2017 and Electricity Act, 2003. In order to avoid disconnection, he had no option but to pay the disputed amount of Rs.900/- under protest on 16.07.2019.

The Appellant in the present complaint has also alleged that in addition to above, the Discom has violated thirteen provisions of DERC Regulations, 2017 and Electricity Act, 2003, at different points of time, while dealing with his case. The various regulations as alleged by him to have been violated by the Discom are enumerated as below:

1.	Violation of Regulation 38(5): Stop sending of hard copy of bill
2.	Violation of Regulation 78(3): Showing proof of delivery of notice
3.	Violation of Regulation 69(3): Generate and intimate complaint number
4.	Violation of Regulation 72(2): Right to appeal to Forum and Ombudsman
5.	Violation of Regulation 17(4)(i): Four MDI readings of four consecutive months
6.	Violation of Regulation 17(4)(ii): Notice of load violation
7.	Violation of Regulation 17(4)(iv): Separate notice by 31.05.2019
8.	Violation of Regulation 17(4)(vi): Review revision once in a year

9.	Violation of Regulation 45(5): Notify consumer to pay within 7 days
10.	Violation of Regulation 46(2):Licensee entitled to recover LPS on bill
11.	Violation of Regulation 46(4): Disconnection notice with extended 30 days
12.	Violation of Regulation 52(2): Indulge in unauthorized reconnection, face action under section 138
13.	Violation of Regulation 56(1):Read with Regulation 50.1 and 51.1 Notice of Disconnection

The Appellant vide his appeal and rejoinder dated 22.02.2020 has explained his version in details about the various clauses given above, as to how the same have been violated by the Discom from time to time while dealing with his case. The rejoinder dated 22.02.2020 has been taken on record. The various letters sent by the Appellant to Discom and in turn the reply of Discom which have been referred to by the Appellant again and again during his arguments to prove his contentions are a matter of record and the cognizance of the same has also been taken.

4. The Appellant has further stated that he was denied the opportunity to make an appeal against the notice of disconnection dated 14.07.2019. He has also taken a strong objection to the language of para 1 & 2 of the notice, which according to him is threatening in nature and is not consumer friendly. He has also argued that as the Discom has not been able to prove that the notice of load violation has been served, so the load enhancement be termed as null and void. The Appellant has also raised objections to the way his complaints have been dealt with by the Discom, as they have failed to generate and intimate a unique complaint number against his complaints which they were supposed to do so, as per the regulations. As per the Appellant, the Discom has also failed to communicate him in writing about his right to prefer an application against the decision of licensee before the Forum and further to prefer an appeal before Ombudsman.

Further, the Appellant has also alleged that Discom has violated the extant regulations by not providing him an opportunity to pay disputed amount of the bill without late payment surcharge within 7 days of intimation, if his complaint is found to be incorrect. He has also taken strong objection to the procedure followed in issuing disconnection notice by not providing him 15 (fifteen) days time to pay arrears. He has also argued that although he had opted for E/Bills since 2013, yet he is receiving hard copies of the bills, which is also a violation of the regulations and is however a wastage of national resources.

5. The Appellant filed a complaint No: 109/2019 before the Forum against the Discom regarding raising a wrong and arbitrary bill by enhancing his load and for redressal of his other related grievances, wherein his complaint was not granted. Thus, he has preferred this appeal on the grounds that even after the regulations, 17(4)(ii), 17(4)(iv), 78 & 72 (1, 2 & 3) being admitted as violations by the Forum in its order dated 04.12.2019, the Discom has been given undue advantage at various stages of hearing and his complaint has been rejected.

Further, as the Forum has also failed to consider his plea that the notice served on him for load enhancement by the Discom was not as per regulations and also as the sanctioned load was enhanced on the basis of the readings of only three consecutive months instead of four as stipulated in the regulations, the Appellant has submitted for setting aside the impugned order of the Forum.

In the background of the above, the Appellant has finally prayed as under:

- i) To direct the Discom to revise the sanctioned load down to its original 4 KW fixed before its enhancement.
- ii) To direct the Discom to refund Rs.900/- (security deposit) along with fixed charges, PPCA charge, surcharge, pension trust charges and other charges levied thereon due to load revision/security deposit from July, 2019 till date of payment.
- iii) To direct the Discom to pay Rs.10,000/- (Rupees Ten Thousand only) towards cost and expenses for the complaint and appeal.
- iv) To direct the Discom to compensate him an amount of Rs.1,95,000/- (Rupees One lakhs Ninety Five Thousand only) as penalty for thirteen times violation of provisions of DERC Regulations, 2017, on the lines of order of the Delhi Electricity Regulatory Commission in petition No. 09/2016, Jai Prakash Singh vs BYPL vide Order No: F-11(1348)/DERC/2015-16 dated 15.03.2018.
- v) To direct the Discom to compensate him for an amount of Rs. 2,00,000/- (Rupees Two Lakhs only) for illegally issuance of 'Notice of Disconnection' during pendency of his complaint, for tarnishing and damaging his glorious image and for denting his well built reputation in the housing society, where he is Honorary Secretary and for giving him mental torture, harassment, sleepless nights and willfully calling him as criminal.
- vi) To pass any order and other compensation in his favour and against the Discom which deems fit and proper in the interest of justice.

6. The Discom in its reply has submitted that the said electricity connection bearing CA No: 60017732375 was sanctioned with a connected load of 4 KW in the name of the Appellant, Shri Vijay Bhatia. The sanctioned load of the electricity connection under reference was increased by them from 4 KW to 5 KW on the basis of highest of average of Maximum Demand Index (MDI) readings recorded as per billing cycle covering any four consecutive calendar months in the preceding financial year viz; in the year 2018-19, as per clause 17(4) of DERC Regulations, 2017 and accordingly a notice dated 14.04.2019 was issued to the Appellant intimating him that his sanctioned load is required to be increased to 5 KW w.e.f. 01.07.2019. It was further intimated to the Appellant that based on load revision an additional security of Rs.900/- along with fixed charges will be debited to his bill for the month of July, 2019. The Discom further submitted that the grievance of the Appellant in the instant appeal is that although the provisions of Clause 17(4) was relied upon by the Forum to uphold the enhancement of the load, yet the said provision has not been followed by the Discom, as the MDI's of only three months reflected the load being more than 4 KW and not the stipulated four months as provided in the said Regulations. The Discom submitted that the Appellant herein

has interpreted the provisions wrongly to suit his own case and the term "billing cycles" concerning four calendar months cannot be interpreted as four consecutive calendar months as has been argued by him. Further, the Discom argued that, it would be pertinent to mention here that since the billing cycle is not always commensurate to a calendar month, there are instances when reading is not noted for a particular month. Accordingly, in the present case the Appellant's contention that the highest of average of four MDI readings should be the basis of load revision is wrong and based on misconstrued interpretation of provisions.

Regarding non-serving of load violation notice, the Discom reiterated that the notice was served along with the electricity consumption bill on 18.05.2019 by the Bill Distributor. However, the Discom agreed that the load violation notice was not sent through E-mail. Discom further submitted that the proof of delivery of the notice could not be proved beyond doubt since the specific document viz; the Visitors' Register of the Society is in possession of the appellant himself.

With regards to the Appellant's assertion regarding disconnection notice served in the month of July, 2019, the Discom stated that since the additional security deposit was not paid by him, the unpaid security deposit was added in the bill dated 14.06.2019 along with the current demand of that month. Further, instead of making full payment of the bill, the Appellant chose to make the part payment by non-payment of Rs.900/- towards additional security deposit. Therefore, the Discom served disconnection notice on 14.07.2019 on account of non-payment. The security deposit of Rs.900/- was entered under 'Adjustment Head' in the bill and under 'Non-Energy Head' in Customer Information Sheet. The Discom further denied any illegality in issuing disconnection notice and asserted that the same is completely in accordance with the law and was also explained to the Appellant vide their letter dated 03.07.2019. In addition to above, Discom submitted that the Appellant has himself cited the provisions under Regulations 45(5) & 46 (2) as per which he is under obligation to pay the outstanding amount once his grievance had been found to be incorrect and therefore disconnection notice sent to the Appellant is in order. The Discom also submitted that there was no occasion for the Appellant to have any sense of mental torture, threat, panic, confusion or tension due to the language of the notice as they have merely mentioned the legal and regulatory provisions incidental to non-payment of bill and disconnection of supply.

7. The Discom further denied the violation of Regulations 38(5) of DERC Regulations, 2017, since the provisions quoted under the said clause are optional in nature and not at all obligatory. It does not preclude the Discom from sending the physical bills and in no manner whatsoever causes any prejudice to the Appellant, nor is it in violation of the provisions cited above. However, the issue raised by the Appellant in respect of other consumers is not the part of the present appeal and hence denied.

With regards to the issue of Appellant's right to grievance before the Forum, it was submitted by the Discom that the same is given on the monthly bills and as can be seen from the facts of the case that no material loss has been caused to the Appellant which could prejudice his case.

The Discom specifically denied that they have forcefully collected the security deposit and illegally enhanced the load and submitted that the demand of additional

security deposit is absolutely justified and in accordance with the provisions of the regulations.

On the issue of grant of compensation and award of penalty, the Discom submitted that the same is not maintainable, as there is no valid substance in the issues raised by the Appellant and the appeal for the compensation etc. has been made with a sole view to evade the justified demand of Rs.900/-.

Discom further submitted that out of provisions cited by the Appellant, the liability to adhere to the provisions under Regulations 45(5), 46(2), 46(4) and 52(2) are more on the consumers of electricity than on the licensee. In view of the same, the Discom submitted that the Appellant cannot take benefit of his own wrongs to shift the responsibility on the Discom.

During the course of hearing, the Discom submitted that sanctioned load of the Appellant has since been reduced since January, 2020 onwards, as per the request of the Appellant, based on the highest of average of any four consecutive months MDI readings of the last twelve months. The version of the Discom was admitted by the Appellant.

With regards to the prayer of the Appellant regarding imposition of the penalty and award of compensation, the Discom submitted that the determination of compensation is governed by Clause 74(1) and 75(1) of the DERC Regulations, 2017, which are reproduced as under:

"Clause 74 - Determination of Compensation

(1) The Licensee shall be liable to pay compensation to the affected consumers, in case of his failure to meet the Guaranteed Standards of Performance as specified in Schedule-I of the Regulations:

Provided that the claim for compensation for violation of provisions of any other Regulations not specified in Schedule-I of these Regulations may be filed before the Commission.

Clause 75 - Penalty

(1) The Commission may impose penalty, on case to case basis:

- (i) For non-achievement of any target for overall standards of performance.*
- (ii) For violation of any of the provisions of these Regulations or any of the directions/advice/orders issued by the Commission.*

In view of above, the Discom submitted that since the issues raised by the Appellant for imposing penalty and compensation are not covered under the Schedule-I of "Guaranteed Standards of Performance & Compensation to Consumers in case of Default", therefore the claim against the penalties, if any, may be filed by the Appellant before the Hon'ble Commission only. However, Discom again strongly reiterated that the Appellant has neither provided any justification for

the said exorbitant penalties nor is it justified in view of the applicable provisions. The Appellant has been merely raising these issues to divert attention from the core issue of enhancement of load.

In the background of the above, Discom finally submitted that they have revised the load of the electricity connection of the Appellant as per the extant regulations and hence the appeal of the Appellant is liable to be dismissed and decided in favour of the Discom.

8. The matter was listed for hearing on 02.03.2020, which was attended by Shri Vijay Bhatia, the Appellant and representatives/Counsel on behalf of the Discom. After going through the material on record and hearing the arguments of both the parties at length, the basic issue which emerges is that the Discom increased the sanctioned load of the Appellant under reference from 4 KW to 5 KW based on the highest of the average of Maximum Demand Index (MDI) readings recorded as per billing cycle covering four consecutive calendar months during the financial year 2018-2019 in accordance with clause 17(4)(i) of DERC Supply Code & Performance Standards Regulations, 2017. The Appellant however appealed and argued against this upward revision of the load by Discom, as he was aggrieved by the issue, that the notice issued by Discom only reflected three MDI readings instead of four consecutive months readings as stipulated under the regulations and hence the load cannot be enhanced by Discom. Secondly the load violation notice issued by Discom was received by him in person only on 22.06.2019 and not on 18.05.2019 as claimed by Discom. As per the regulations the notice for enhancement should have been received before 31.05.2019 and in view of the same, the load cannot be enhanced by Discom on this count also.

In view of the aforesaid, now the core issue in the present appeal reduces to one of a demand by the Appellant to penalize the Discom and compensate him by not enhancing his load from 4 KW to 5 KW w.e.f. 01.07.2019 for the deficiency in services by Discom, for serving him with the incomplete notice, that too after the stipulated date of 31.05.2019 for enhancement of sanctioned load and further not following the procedure laid down under the regulations.

Given the above exposition and taking all factors into account, it is held that the Appellant's plea has a sound basis, since the load violation notice issued by Discom is projecting only three MDI readings instead of four, which is not in line with the relevant clause of the Regulations. The interpretation of the Regulations 17(4)(i) made by the Discom cannot be accepted as they should have taken four recorded MDI readings as per billing cycle for calculation of highest of average of MDI's for the purpose of enhancement of the sanctioned load. Secondly, the load violation notice should have been served by Discom as per the procedure laid down under the Clause 78(1) of the Regulations which was not served as per the said regulations. Further, as per Regulation 78(3), the responsibility of showing the proof that the notice has been served lies with the Discom, but in the instant case, the Discom has failed to prove that the notice was served to the Appellant on 18.05.2019 as claimed by them. In summary, the load enhancement notice was received by the Appellant only on 22.06.2019 well after the due date of 31.05.2019 and hence the appeal of the Appellant in this regard also is upheld.

In view of above background, it is observed that the Discom has not adhered to the aforesaid regulations in true letter and spirits on two accounts, hence, the

enhancement of sanctioned load from 4 KW to 5 KW is not in order. Discom is therefore directed to revise the load of Appellant downwards back to 4 KW from July, 2019 onwards and bill be revised accordingly. The additional security deposit of Rs.900/- and fixed charges along with other connected charges levied thereon due to load enhancement from July, 2019 onwards till the date the appellant's load was again reduced in January, 2020, on his own request, be refunded to the Appellant.

9. Based on the arguments put forth by the parties, the findings on some of the remaining issues related to the violations of regulations of directorial nature as raised by the appellant are as under:

(a) Regulation 38 (5) provides that:

"The consumer shall have an option to receive the bill either in hard copy or through electronic mode such as e-mail. The consumer opting for receiving bill through electronic mode shall register for the same:

Provided that the distribution licensee shall deliver the bill both in hard copy and in electronic mode such as email for a consecutive period of 3 (three) billing cycles from the date of registration by the consumer:

Provided further that after a consecutive period of 3 (three) billing cycles, the Licensee may stop the delivery of hard copy of the bill."

On the allegations of the violation of Regulation 38 (5) of DERC Supply Code & Performance Standards Regulations, 2017, the Discom has clarified that the provisions quoted under Clause 38(5) by the Appellant is optional in nature and not obligatory. It does not preclude them from sending the physical bills even after three months and in no manner whatsoever causes any prejudice to the Appellant and nor is it in violation of the provision cited above.

In view of the same, it is observed that Discom has not violated any provision of the regulation and the contention of the appellant in this regard is not tenable.

(b) Regulation 69 (3) provides that:

"A unique complaint number shall be generated and intimated to the complainant immediately on receipt of such complaint.

Provided that in case complaint is received through post, the same shall be intimated within 3 (three) days from the date of receipt."

On the issue of the allegations of violation of Regulation 69 (3), the Appellant submitted that the Discom did not generate any complaint number after lodging of complaint by him and thus has violated the regulations. On perusal of the records, it is pertinent to mention here that the complaints and other related letters written by the Appellant regarding the various issues were replied promptly by the Discom. Hence, the non issue of some unique complaint number to the Appellant has not caused any prejudice to the Appellant.

However, Discom is still advised to follow the regulations in true spirits even if they are of directorial nature only.

(c) Regulation 72 provides that:

- (1) In case, the grievances of the consumer are not addressed properly by the Licensee, the consumer may approach the Forum or the Ombudsman as the case may be as per Delhi Electricity Regulatory Commission (Guidelines for establishment of Forum for redressal of grievances of the consumers and Ombudsman) Regulations, 2003 as amended from time to time.*
- (2) While communicating the decision on the grievances, the Licensee shall advise the consumer in writing about his right to prefer an application against the decision of the Licensee before the Forum and further to prefer appeal before the Ombudsman."*
- (3) The address and contact number of the Forum and Ombudsman shall be made available on the electricity bill by the Licensee.*

On the issue of allegation of violation of Regulation 72 (2) regarding alleged failure of Discom to communicate him in writing with regards to the appellant's right to prefer an application against the decision of licensee before the Forum and further to prefer an appeal before the Ombudsman, the Discom has clarified that the information regarding consumer's right to grievance before the CGRF is already given on the back of the monthly bills. Discom has further reiterated that as can be seen from the facts of the case that no material loss has been caused to the Appellant which could prejudice his case and in view of the same the objection of the Appellant is not in order.

On the above subject, it is observed that even though the procedure of "Three Tier Grievance Structure" is printed on the back of the monthly bill, but it is mandatory on the part of the Discom to specifically bring to the notice of the appellant about the options available with him to approach and follow the redressal mechanism under Tier II, before the CGRF and further under Tier III, before the Ombudsman.

In view of the above, the Discom is advised to reproduce the "Three Tier Grievances Redressal Structure" on all replies to the complainant at the time of final disposal of the complaint at the level of "Head Customer Care of Discom" as per step 4 of Tier I of Grievances Redressal Structure.

(d) Regulation 45 (5) provides that:

"If the complaint was found to be incorrect, the consumer shall immediately be notified and directed to make the balance payment as per the original bill, within 7(seven) days of such intimation or the due date as per the original bill, whichever is later, failing which the consumer shall be liable to pay the late payment surcharge on the balance amount if the payment is made after such due date of payment."

(e) Regulation 46 (2) provides that:

"Subject to Regulation 45(5), if the consumer fails to remit the bill amount on or before the due date, the Licensee shall be entitled to recover Late Payment Surcharge on the outstanding amount of the bill at the rates notified by the Commission in applicable Tariff Order."

(f) Regulation 46 (4) provides that:

"If the consumer fails to remit the amount within due date, the Licensee may disconnect the supply in accordance with the procedure specified in the Regulations."

Provided that the Licensee may permit the consumer to remit the amount of the bill with Late Payment Surcharge as specified in the sub-regulation (2) above within an extended period of thirty days from the due date specified in the bill."

On the issue of allegation of violation of Regulations 45 (5), 46 (2) and 46 (4), as reproduced above, the Discom submitted that liability to adhere to the provisions under these regulations is more on the appellant/complainant rather than on the licensee. The appellant has himself cited the provisions under the Regulations 45 (5) & 46 (2) as per which he is under obligation to pay outstanding amount once his grievance has been found to be incorrect. Discom further submitted that the Regulation 45 deals with 'Disputed Bills', which gives the consumer an option of making a complainant in writing w.r.t. accuracy of the bill and the sub regulation 45 (1) further mandates that pending resolution of the complaint, the consumer shall pay the amount based on average consumption of the last three consecutive undisputed bills. This provision is mandatory in nature as the word used therein is 'shall'. But since the present complaint was not with respect to the correction of the bill, the proviso of Regulation 45 (5) cannot be applied here in letter and spirit.

In view of above, it is observed that since the complaints of the appellant vide letters dt.24.06.2019 and dt.02.07.2019 were duly replied by Discom vide their letter dt.03.07.2019, clarifying the load enhancement and subsequently the notice of disconnection was issued on 14.07.2019, giving more than 7 days for the appellant to pay the outstanding amount, hence as such there is no violation of Regulations 45 (5), 46 (2) and 46 (4) by Discom. Further, the notice of disconnection also clearly gives 15 days time to the appellant to pay the full pending amount. Thus the contentions of the appellant in this regard are not acceptable.

(g) Section 56 (1) of the Electricity Act, 2003 provides that:

"Where any person neglects to pay any charge for electricity or any sum other than a charge for electricity due from him to a licensee or the generating company in respect of supply, transmission or distribution or wheeling of electricity to him, the licensee or the generating company may, after giving not less than fifteen clear days' notice in writing, to such person and without prejudice to his rights to recover such charge or other sum by suit, cut off the supply of electricity and for that purpose cut or disconnect any electric supply line or other works being the property of such licensee or the generating company through which electricity may have been supplied, transmitted,

distributed or wheeled and may discontinue the supply until such charge or other sum, together with any expenses incurred by him in cutting of and reconnecting the supply, are paid, but no longer:

Provided that the supply of electricity shall not be cut off if such person deposits, under protest,-

- (a) an amount equal to the sum claimed from him, or*
- (b) the electricity charges due from him for each month calculated on the basis of average charge for electricity paid by him during the preceding six months,*

whichever is less, pending disposal of any dispute between him and the licensee."

(h) Section 52 (2) of DERC Regulations, 2017 provides that:

"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."

The appellant has taken strong objection to the procedure followed in issuing the disconnection notice and its language and quotes violation of Section 56 (1) of the Electricity Act, 2003 which provides 15 days' time to pay the arrears. Further, the appellant also mentions about violations of provisions under Regulation 52 (2) of DERC Regulations, 2017, regarding prevention from unauthorized reconnection and feels offended by the contents of the notice in the event of violation and action under Section 138 of Electricity Act, 2003.

On the above contention of the appellant it is observed that the notice of disconnection dt.14.07.2019 has been issued against the so called outstanding defaulted amount of Rs.900/- towards differential security deposit and outstanding dues of Rs.13,720/- as current demand against the connection as on date. In this regard, after hearing the arguments of the Discom, it is held that, the disconnection notice was issued to the appellant strictly in accordance with the Section 56 (1) of the Electricity Act, 2003, and further incorporation of Regulation 52 (2) of DERC Regulations, 2017 therein is also in order. The licensee/discom has devised a standard format for issuing notice of disconnection against default in payment and further to communicate the appellant regarding payment of defaulted amount along with current demand within 15 days from the receipt of notice.

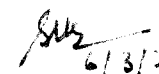
It is observed that the contents of the above quoted notice are advisory in nature and for the information and general guidance of all the consumers which may include ignorant/negligent consumers also. The intimation regarding likely primitive action in the event of non compliance is also in order and is in accordance with the provisions under Section 138 of the Electricity Act, 2003 for violation, in case of unauthorized reconnection etc. It is, therefore, held that the contents of the notice, in the instant case, are not specific for the appellant but is a general standard language irrespective of the fact that the consumer is honest, well educated with high level of awareness about consumer's rights/responsibilities as well as that of

licensee. The intent of the Discom was not to threaten the appellant but to make him aware about the likely repercussions of non compliance of provisions of Section 56 (1) of the Electricity Act, 2003 and Clause 50 (1) of the DERC Regulations, 2017. Hence, the contentions of the appellant in this regard are not acceptable since no convincing reasons are found for the appellant to feel offended as the same are not projected for the appellant in particular.

10. It would not be out of place here to note that the Discom, in some instances, has not adhered to the directorial Regulations like non issue of unique complaint number and advising the appellant with regards to his right to prefer an appeal before the Forum/Ombudsman etc. The only point worth consideration is regarding the related consequences when a regulation is not complied with. In the instant appeal, no case for a compensation or otherwise is made out of it as it is not possible to audit and monetize the gravity & quantum of harassment on the basis of which the relief has been sought or even to attempt to establish benchmarks in this regards. Neither it is possible to go in for the details of how much compensation is justified nor the mechanism of determining its reasonableness, as any such exercise would necessarily be arbitrary in nature with its attendant implications. However, there are some evident deficiencies in the customer interface procedure and mechanisms of the Discom, which need to be attended to with the importance they warrant.

11. Given this background, the CGRF's award is hereby amended to the extent that the Discom is directed to revise the sanctioned load of the appellant back to 4KW from 5 KW and the bill be revised accordingly. The additional security of Rs.900/- and fixed charges along with other connected charges levied thereon due to enhancement of the load to 5 KW from July, 2019 onwards till the date, the appellant's load was again reduced in January, 2020, be refunded to the appellant.

The appeal is disposed off accordingly.


(S.C.Vashishta)
Electricity Ombudsman
06.03.2020