

**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. 5/2022**

(Against the CGRF-BRPL's order dated 10.01.2022 in CG. No. 112/2021)

**IN THE MATTER OF**

**Smt. Kamlesh Arora**

**Vs.**

**BSES Rajdhani Power Limited**

**Present:**

Appellant: Shri Jawahar Chawla, Advocate on behalf of  
Smt Kamlesh Arora, the Appellant

Respondent: Shri S. Bhattacharjee, Sr. Manager, Shri Amresh  
Kumar, Sr. Manager and Shri Deepak Pathak,  
Advocate, on behalf of BRPL

Date of Hearing: 13.05.2022

Date of Order: 17.05.2022

**ORDER**

1. The Appeal No. 5/2022 has been filed by Smt. Kamlesh Arora through her authorised representative Shri Jawahar Chawla, Advocate, against the order of the CGRF-BRPL (Forum) dated 10.01.2022 passed in CG No. 112/2021. The appeal arises from the Forum's order declining to grant of compensation and litigation costs for delay in the disposal of her application.

2. The brief facts of the case are that the Appellant purchased a property bearing No. 21, second floor, National Park, Lajpat Nagar – IV, New Delhi-100024, in January, 2020. The Appellant had applied for change of name, correction of mailing address and reduction of load from 12 KW to 5 KW of electricity connection bearing CA No, 100093376 installed at the above said purchased property on 23.03.2020 with the Respondent's Head Office at Nehru



Place. She had continuously followed-up the matter through letters, e-mails and personal visits to the Respondent's offices but of no avail. Then she had sent a 'legal notice demand' dated 30.04.2021 but again she did not receive proper response from the Respondent. So, she had filed a complaint before the Forum on 08.06.2021.

3. The Respondent vide their letter dated 16.09.2021 stated that the application of the complainant was rejected with deficiency remarks "ownership and billing address mismatch". As per their record the CA No. 10093376 is in the name of M/s Moksha Holdings Pvt. Ltd. and address is 21, National Park, New Delhi – 110024, whereas, the complainant requested for name change vide Application No. 8004705058 on 28.12.2020, the address in the property documents/papers was 21, second floor, National Park, Lajpat Nagar – IV, New Delhi – 110024. Since, there was mismatch in address of ownership, her request for name change has been rejected. The Respondent also stated that for correction in mismatch of the address, the consumer had to apply in the Division Office with self attested ID proof and property documents. As of now, no application for address correction is received in the Division Office. It is clarified that as per the mandate of Regulation 17 of DERC (Supply Code and Performance Standards) Regulations, 2017, for the request qua change of name the consumer has to apply in the prescribed format notified by the DERC, reproduced below:

*"Regulation 17: Transfer of Connection*

(1) (i) *If any applicant wants transfer of connection due to any reason such as change of consumer's name due to change in ownership or occupancy of property, transfer to legal heir, etc. He shall apply to the Licensee in the prescribed format as notified in the Commission's Orders.*

(ii) *Any deficiency in the application shall be intimated in writing. The application shall be accepted only on removal of such deficiencies."*

4. The Respondent further stated that during the pendency of the case, the address of the subject electricity connection has been rectified, the name has been changed to the request of the complainant and the load of the said connection has also been reduced. Further, it is a matter of fact that the mistake



of recording of second floor, in the billing address, the same was never notified by the previous owner M/s Moksha Holdings Pvt. Ltd. to the Respondent and never took any corrective measures to get the said address corrected.

5. In addition to, the Respondent further stated that:

- (a) As per DERC's letter No. F.17(174)/Engg./DERC/18-19/6190/181 dated 08.07.2020 and Order No.: F.17(266)/DERC/Engg./2018-19/6330 dated 24.04.2021, was the period of unprecedented calamity as 'force majeure' condition under Regulation 83 of DERC (Supply Code and Performance Standards), Regulations, therefore, the claim of compensation of the Appellant is illegal.
- (b) The DERC vide their letter cited above declared that the Standards of Performance in the DERC (Supply Code and Performance Standards) Regulations, 2017, shall remain suspended during 'force majeure' condition till the restrictions are imposed by the Government of NCT of Delhi, for prevention and control of the Covid-19 pandemic.

7. The Forum, in its order held that *"the time taken by the Respondent in carrying out the name change, load reduction cannot be treated as delay, as only few services viz, uninterrupted supply, complaint regarding no power supply etc. were being entertained during the pandemic period, as per Regulation 82 of the DERC Supply Code, 2017. Due to pandemic it will not be proper to grant any compensation to the complainant."*

*Since the request of the complainant regarding name change, load reduction and address correction has already been resolved, it is clear from the copy of the bill placed on record, nothing further remains to be adjudicated in this regard. However, the Respondent has been directed to refund/adjust the amount of security deposit with interest on account of load reduction and to file Action Taken Report to that effect with intimation to the complainant."*

8. Feeling aggrieved from the order of the CGRF, the Appellant has preferred this appeal on the grounds that despite pursuing the matter vigorously with the Respondent, she has been constrained to approach the Ombudsman for redressal of her grievance with the following prayers:



- i) To direct the Respondent to refund difference of fixed charges w.e.f. 23.03.2020 to 30.09.2021 with interest.

- ii) To direct the Respondent to pay Rs.1.00 lakh as compensation for mental agony and harassment.
- iii) To direct the Respondent to refund difference of security of Rs.9,200/- already lying in deposit vide CA No. 100093376, upon reduction of load from 12 Kw to 7 Kw.
- iv) To direct the Respondent to pay litigation costs of Rs.35,960/- being amount spent by the Appellant to her Advocate because of unresponsive attitude and deficient service on the part of the Respondent.
- v) To award costs of present appeal as well.
- vi) Any other relief/order deem fit and proper under the peculiar facts and circumstances of the case.

9. The above appeal was admitted and a copy of appeal was shared with the Respondent for their comments/reply. The date of hearing was fixed for 13.05.2022. The written statement of the Respondent was also received, who have rebutted the prayers on following counts:

- (a) The application submitted by the Appellant was not in the required format.
- (b) There was mismatch in the address of the Appellant and
- (c) The condition of force majeure was enforced w.e.f. 07.04.2020 to date.

The Respondent further claimed that once the complete application in the required form was received in their office on 24.09.2021, the desired services were provided on 04.10.2021. The service included reduction of load, change of address and also adjustment of difference of security deposit. As service was provided promptly, there is no question of any compensation and or payment of litigation costs.

10. On the date of hearing, both the parties were present. The Appellant reiterated the points and similarly the Respondent also rebutted as per their written statement. Relevant queries were raised and questions were asked



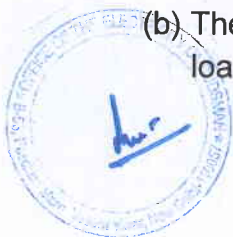


by Advisor (E), Secretary and also the Ombudsman, to further clarify the issues in question. During and after the hearing, the relevant records were also minutely examined and this Forum is of considered opinion that despite existence of extra-ordinary circumstances and despite imposition of force majeure in view of the Covid-19 pandemic, as per Clause 83 - Exemption of the DERC (Supply Code and Performance Standards) Regulations, 2017, there is a certain deficiencies and negligence in providing services to the Appellant. The examination of the records further indicates that there were various correspondences of the Appellant with the Respondent and the Appellant had visited the offices(s) at Nehru Place, Nizammudin and Sapna Cinema Building, at least on three occasions but there were no proper response from the Respondent. Had the first communication sent by the Appellant with regard to services required on 23.03.2020 been responded properly, the present situation would not have arisen. Subsequently, the Appellant had sent various communications vide e-mails dated 23.03.2020, 13.06.2020, 26.08.2020, 31.08.2020 & 22.11.2020 and yet there was no response from the Respondent. Finally, when the Appellant visited their Sapna Cinema Building office of the Respondent on 19.01.2021, the Respondent handed over a print out containing averments "Ownership and Billing Address Mismatch". The Respondent could have given this intimation in the month of March/April, 2020 through e-mail or speed-post only and could have avoided this delay. Even after a legal notice dated 30.04.2021, there was no appropriate response from the Respondent. Subsequently, the Respondent acted when the Appellant made a complaint to the CGRF and provided the required services on 04.10.2021. This Forum is of considered opinion that there was a definite delay and negligence in providing services by the Respondent.

11 In view of the above, the following orders are issued for compliance by the Respondent:

(a) The Respondent is required to consider the load reduced from 12 KW to 5 KW w.e.f. 01.08.2020. The difference in fixed charges from reduced load be credited to the account of the Appellant with interest.

(b) The Respondent is required to retain the security for reduced load and credit the difference of security along with interest to the



account of Appellant w.e.f. 01.08.2020. The date 01.08.2020 has been taken very objectively and purposefully as there was lock-down during (full to partial) the date of application and subsequent months.

- (c) The Appellant was made to suffer specially during the pandemic and was made to run from pillar to post for getting the required services at a time when the Respondent is seeking relief under force majeure conditions and hence is required to be suitably compensated for the mental agony she suffered during this period. Though the compensation calculated as per the DERC (Supply Code and Performance Standards) Regulations, 2017, if calculated is high, yet, in view of the extra-ordinary situation and due to the suspension of the DERC Regulations, the Appellant stands compensated to the tune of Rs. 20,000/- towards mental agony and the delay in getting the services.

The Appeal is disposed off accordingly.



**(P. K. Bhardwaj)**  
**Electricity Ombudsman**  
**17.05.2022**