

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-cum-Fax No.: 011-41009285)

Appeal No. 07/2023

(Against the CGRF-BYPL's order dated 17.02.2023 in Complaint No. 201/2022)

IN THE MATTER OF

Shri Mohammad Yusuf

Vs.

BSES Yamuna Power Limited

Present:

Appellant: Shri Mohammad Yusuf, in person.

Respondent No.: Shri Jagatheesh , DGM, Shri Shiv Shankar Sharma,
Commercial Officer, Ms. Shweta Chaudhary, Legal Retainer
and Ms.Ritu Gupta, Advocate, on behalf of BYPL

Date of Hearing: 26.05.2023

Date of Order: 29.05.2023

ORDER

1. Appeal No. 07/2023 has been filed by Shri Mohammad Yusuf, S/o Smt. Naseem Begam (Registered Consumer), R/o D-115, Gali No. 19, Delhi-110096, against the CGRF-BYPL's order dated 17.02.2023 passed in Complaint No. 201/2022

2. The instant case is that the Appellant filed a complaint before the CGRF-BYPL, against a bill for Rs.84,047/- received by him in the month of October, 2021, without any details. The Appellant stated before the Forum that he made a complaint vide letter dated 04.07.2022 but the Respondent failed to give a satisfactory reply. He further stated that the Respondent is threatening him to disconnect his electricity connection, if he does not pay the outstanding dues, which according to him is unethical. Therefore, he filed a complaint before the



Forum with a request to direct the Respondent not to disconnect his electricity connection till his case gets resolved.

3. The Appellant also sent a legal notice to the Respondent regarding non-receiving of electricity bills and website of the Respondent not showing any facility for on-line payment.

4. In rebuttal, the Respondent stated that it was a 'Doori' connection granted on "as is where is basis" scheme. Such connections were unmetered and were charged on "fixed charge basis". Later, this connection was converted into permanent connection and meter No. 13874183 was installed at the above said premises on 06.02.2008. As on that date an amount of Rs.62,486.77 were outstanding dues against the complainant.

The Respondent further submitted that as per norms, the arrears pertaining to DVB period amounting to Rs. 20,087.24 were credited in June, 2008. Thus, an amount of Rs. 43,258.05 was outstanding in July, 2008. Thereafter the Appellant did not pay any bill amount from January, 2009 till May, 2014, even though the Appellant was enjoying the electricity during this period.

Furthermore, in April, 2011, their billing software was changed to SAP, therefore, the pending bill amount of Rs.52,941.68 was inadvertently punched in the new system as Rs.80,924.68. Subsequently, an amount of Rs.80,924.68 was locked as disputed amount on 21.04.2011. This amount was again opened in billing month of September, 2021. The relevant Statement of Accounts, EBS & SAP Period, etc. were also placed before the Forum. It was also stated that the current outstanding dues is amounting to Rs.1,01,720/- Less Rs.19,920/- (paid on 6.12.2022) = Rs.81,800/- including LPSC amount of Rs. 27,110.57/-.

5. The CGRF in its order dated 17.02.2023 stated that *on perusal of material placed on record, it is evident that the complainant is defaulter in making payments, hence, the bill raised by the OP (Respondent) is correct and payable by the complainant. The complaint is rejected. To facilitate the complainant, it directed to that OP (Respondent) would waive off entire LPSC amount from the pending bill of the complainant, and, also, if the complainant wants, he should be asked to make the payment in three equal monthly installments along with current outstanding dues*".

6. Aggrieved from the CGRF's order dated 17.02.2023, the Appellant filed an appeal before this Court on the grounds (a) to grant relief in the Doori connection charges and, (b) to grant stay on disconnection of electricity supply till the disposal



of appeal. One-third of the due amount (Rs.19,920/-) was paid, as per directions of CGRF, before filing of the appeal

7. The appeal was admitted and taken up for the hearing on 26.05.2023. During the hearing, all the parties were present along with their Counsel/Authorized Representative. An opportunity was given to both the parties to plead their case at length.

8. During the hearing, the Appellant reiterated his statement as before the Forum and registered a protest on the bill received by him for the period 2002 to 2011 on account of arrears mentioned therein. When asked about the amount paid by him from 2008 till 2023, instead of giving the actual amount details he insisted that he is paying regular current bills in spite of arrears shown in the bills. Advisor (Engineering) informed that from July, 2002 to August, 2021, the Appellant had paid Rs.40,920/-. On being questioned, why no effort was made by the Appellant for paying the arrears, he could not submit any satisfactory reply. When further asked whether electricity was used during the disputed period, he admitted the same. The Appellant stated that he has not received any disconnection notice before 2021 and was ready to pay the revised bill along with arrears in 2/3 equal installments on the basis of actual consumption.

9. In rebuttal, the Respondent showed the 'Statement of Accounts' according to which an amount of Rs.3,990/- was paid during the year 2002 to 2011. Though the 'Statement of Accounts' for further period has also been shown but the same does not reflect total payment made by the Appellant till date. Advisor (Engineering) has informed that an amount of Rs.40,920/- was paid from July, 2002 till August, 2021. When asked, why any 'notice for disconnection' was not served to the Appellant at any time during the period 2002 till 2021, the Respondent admitted deficiency on its part for not taking necessary steps and stated that on account of shift of system from EBS to SAP and technical snag, action at the relevant time was not taken.

10. However, the Advocate for the Respondent (BYPL) stated that in July, 2008, the dues was Rs.43,258.05 and had accumulated to Rs.52,941.68 on 21.04.2011. Due the system up-gradation and shift of system from EBS to SAP, an amount of Rs.80,924.68 was locked and amount being disputed was shifted under "not immediately payable/NTA" head. Therefore, when the disputed amount was released in the billing month of October, 2021, the Appellant received a bill of Rs.84,047/-.



The Respondent in its written submission stated that as on 06.02.2023, an amount of Rs.81,800/- (including LPSC amount of Rs.27,110/-) was outstanding. The Appellant was duly explained outstanding amounts/bills, in details and also offered to waive of the LPSC amount and to accept the outstanding payment in three equal installments.

Now, in terms of CGRF-BYPL's order dated 17.02.2023, the outstanding amount is Rs.54,860/- excluding LPSC charges as per Bill dated 31.03.2023, which would be accepted in three equal installments alongwith current charges.

11. This Court has given a serious consideration to the matter. It is not clear from the record as to how the meter was installed on 06.12.2008, when a huge amount of Rs.62,486.77 was outstanding. It is also not clear as why no steps were taken to disconnect the electric supply in the light of the provision of Regulations 50 and 51 of DERC Supply Code, 2017. There is also no mention of fixing any responsibility on any erring officer. Even, after the neutralization of the erroneously reflected dues in May, 2014, why no action was taken for the demand of dues from May, 2014 till September, 2021. This is non-compliance of the provisions of Regulation 38 of the DERC (Supply Code and Performance Standards), Regulations, 2017. On the other hand, the Appellant also did not react in respect of non-receipt of bills for electricity consumed by him. The failure of the Respondent (Discom) to issue necessary timely bills and to recover the amount resulted in loss of revenue to the exchequer and responsibility needs to be fixed. It is also required to be seen whether there were other similar beneficiaries on account of change of system from EBS to SAP in April, 2011.

12. In the light of the consideration of the matter in its entirety, this Court in exercise of the powers under Regulations 30 (13) of the DERC (Forum for Redressal of Grievances of the Consumers & Ombudsman) Regulations, 2018 directs as under:-


- (i) The Court upholds the order dated 17.02.2023 passed by the CGRF-BYPL regarding the payment to be made by the Appellant as he has been consuming the electricity for the last 15 years.
- (ii) There was a failure by the Respondent to raise and recover outstanding dues during the period between 2014 till September, 2021. Non-compliance with the provisions of Regulation 38 of the Supply Code, 2017, led to loss of revenue to the exchequer, besides deficiency in service. CEO of the Discom is directed to have a vigilance enquiry conducted for fixing responsibility on the erring



officers. Enquiry may also ascertain the discrepancies in the billing of other consumers while shifting the system from EBS to SAP so that corrective action in their cases could also be taken.

- (iii) CEO of the Discom is also directed to take steps for develop a foolproof mechanism to ensure that regular bills are sent to the consumers in due compliance under Regulation 38 of DERC's Supply Code, 2017.
- (iv) Perusal of record of bills submitted by the Appellant clearly indicates an average consumption pattern of approx. 10 units per day during various periods between 2016 till 2021. Hence the amount of outstanding demand appears in order and raises the liability of the Appellant to pay for the electricity consumed.
- (v) For the deficiency of service, harassment and suffering caused to the Appellant, an amount of Rs. 5,000/- be credited to the consumer to be adjusted against the outstanding bills/amount. The balance payable amount should be paid by the Appellant in two monthly installments.
- (vi) Action taken report be submitted within four weeks of the issue of order.

The appeal is disposed off accordingly.


(P. K. Bhardwaj)
Electricity Ombudsman
29.05.2023