

OFFICE OF ELECTRICITY OMBUDSMAN

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

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Appeal No. 07/2025

(Against the CGRF-BYPL's order dated 16.12.2024 in Complaint No. 407/2024)

IN THE MATTER OF

Shri Jitendra

Vs.

BSES Yamuna Power Limited

Present:

Appellant: Shri Jitendra, in person.

Respondent: Shri R. Meenakshi, DGM, Ms. Chavvi Rani, Legal Retainer and Shri Akash Swami, Advocate, on behalf of BYPL

Date of Hearing: 14.05.2025

Date of Order: 15.05.2025

ORDER

1. Appeal No. 07/2024 dated 26.11.2024 has been filed by Shri Jitendra, R/o 21/262, Second Floor, Kalyan Puri, Delhi - 110091, against the Consumer Grievance Redressal Forum – Yamuna Power Limited (CGRF-BYPL)'s order dated 16.12.2024 in Complaint No. 407/2024.

2. The background of the case is that the Appellant got installed a pre-paid electricity connection bearing CA No. 153817537 on 15.06.2022 at the above cited premises for domestic use, on the basis of a tenancy agreement for 22 sq. yards area with Smt. Suman, who is wife of his brother Shri Vijendra. The Appellant contended that the Discom sent a notice dated 21.05.2024, in his name, and subsequently sent the same notice to Shri Vijendra and Rajender on 26.06.2024, regarding the transfer of outstanding dues amounting to Rs.65,627/- against his disconnected smart pre-paid meter of CA No. 153817537, which he claims was done without any dispatch number, which is illegal. The Discom disconnected this connection on 16.07.2023, due to the non-payment of the above



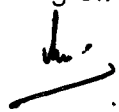
mentioned outstanding dues, and later transferred it to another live connection existing on the first floor and ground floor of the same premises. The Appellant objected to this transfer of dues, and filed a complaint before the CGRF, contending that these outstanding dues were not payable by him, since the smart pre-paid meter was under the control of the Discom. If the said meter was faulty, it was the Discom's duty to check and replace it. The Appellant asserted that he only has right to re-charge his smart pre-paid electricity meter, when the credit was low after consuming 200 units, as per the subsidy given by the Government of National Capital of Delhi. The meter continued to supply electricity for a year without any billing-cycle after consuming 200 units of subsidy without asking advance credit purchase. After the removal of his smart pre-paid meter, he had got installed second hand solar panels. The Appellant requested the Forum (a) to remove illegal demand of Rs. 65,627/- and restore the electricity meter (CA No. 153817537), (b) to pay an amount of Rs.45,000/- to compensate him for legal expenses, and (c) a compensation for mental harassment and depriving him and his family from fundamental rights under Article 21 of the Constitution of India.

3. The Discom, before the Forum requested that the complaints in CG Nos. 350, 403 and 404 filed by Shri Vijender, Rajender and Jitender, respectively, who are all connected parties and pertaining to the similar property be clubbed. However, the Forum did not agree, and cases were registered individually in the CGRF.

Further, the Discom submitted that the Appellant, Shri Jitendra, had a pre-paid meter installed vide CA No. 153817537 at the subject premises, as a tenant of the owner Smt. Suman, for a period of eleven months commencing from 17.06.2022. Since then, the complainant made payment of Rs.3,540/- only, and thereafter no further payments were made by him. Bills were raised from time to time, and a final bill dated 14.08.2023 for 3233 units for an amount of Rs.68,627/- was issued. When no payments were received, the meter was disconnected and removed. Subsequently, the meter was tested in laboratory and was found to be within the accuracy limit. Moreover, the Appellant never disputed that the 'dues transfer notice' dated 21.05.2024 was served to him. In support of its contention, the Discom referred several judgements passed by the High Court of Delhi and other Courts and Regulation 52(3) - "prevention from unauthorized connection" of DERC's Supply Code, 2017, which empowers the Discom to proceed with the transfer of dues, to the account of consumer allowing unauthorized connections.

However, the Appellant rebutted the contention of the Discom and asserted that the meter in question was not working properly and despite his repeated visits to resolve the billing issue at the Discom's office, all went in vain.

4. The CGRF-BYPL, in its order dated 26.11.2024 found that the Discom was at fault by not taking the corrective measures to install a pre-paid meter at the complainant's premises, despite previous orders from the Forum. Discom was directed to revise the electricity bill of the complainant by waiving off the LPSC amount and adjust 10% of the bill



amount as compensation, for the defective pre-paid meter, which failed to automatically disconnect the supply once the pre-paid amount was consumed. The Discom had to issue monthly consumption bill as per metered consumption. The revised bill, after adjusting the compensation amount was directed to be issued within two weeks from the date of order. The complainant was directed to pay this revised bill in five equal monthly installments, along with regular/current monthly bills. Discom was also directed to take corrective measures to install pre-paid meter at the complainant's premises.

5. The Appellant, dissatisfied by the order dated 16.12.2024, passed by CGRF-BYPL, has filed this appeal, reiterating his stand as before the Forum, on the following grounds:

- (a) Violation of due process : In July 2023, Discom disconnected and removed his pre-paid electricity meter (CA No.153817537) without issuing any legal notices, bill or prior notification/intimation, which was violating Section 56 of the Electricity Act.
- (b) Faulty Meter and Billing Discrepancies: The pre-paid meter system installed by the Discom was faulty, as it did not automatically cut off the supply when the balance was exhausted. Although, Discom staff visits for readings, no corrective measures were taken. Additionally, the Discom did not inform him about low credit or any pending dues while the meter was in use.
- (c) Mental Harassment and violation of fundamental rights – The illegal disconnection of electricity has caused immense hardship and mental harassment to his family, and depriving them from electricity violating right to necessities under Article 21 of the Indian Constitution. As a tenant and a person with a disability from scheduled caste community, he suffered undue discrimination and hardship due to the arbitrary actions by the Discom.
- (d) Lack of Evidence and Transparency – The Discom has not provided any evidence of issuing a demand notice, bill or proof of dispatch for the purported outstanding amount of Rs. 65,627/-. The Forum had failed to address the lack of transparency and accountability in the Discom's action.

The Appellant requested:

- (i) To set-aside the CGRF-BYPL's order dated 16.12.2024.
- (ii) To direct the Discom to restore electricity connection immediately and re-install pre-paid meter without imposing any charges.
- (iii) To waive off the unjustified outstanding dues of Rs.65,627/-, generated against the meter (CA No. xxxx7537) due to defective pre-paid meter and failure to issue any bills or notifications.



- (iv) To award Rs.45,000/- as litigation charges.
- (v) To award compensation for undue harassment.

6. The Discom, in its written submission dated 27.02.2025 to appeal, reiterated its submissions as before the CGRF-BYPL. In addition, the Discom has contended on the following grounds:

- a. Locus of the Appellant - The Appellant, who claims as a tenant to the landlord, Smt. Suman, is the wife of the Appellant's real brother Shri Vijendra. The alleged tenancy commenced on 08.10.2021, and was for a period of eleven months. However, the complaint filed before CGRF. on 21.07.2024, shows that the Appellant did not have the locus standi to agitate any of the alleged issue, as he does not hold any valid title qua the property in question, and the tenancy had long since expired.
- b. Purpose of Prepaid Meter – The basic and purpose of the prepaid meter was to ensure that there is no dispute qua the outstanding dues amongst the landlord and the tenant. On several occasions, the dues which are linked to the premises become difficult to recover, as the landlord shifts the onus on the tenant, while the tenants shifts the onus back on the landlord. Hence, to avoid the inter-se dispute, and to ensure the tenants also gets electricity connection without obtaining a 'NOC' from the landlord, the Government of NCT Delhi, established guidelines for the implementation of pre-paid meters for the tenants. To ensure there is no dispute between the subsidies and actual consumption, and the real onus as to who will pay the dues of the premises, led to the introduction of prepaid meter.
- c. Functioning of Prepaid Meter - The prepaid meter installed by the Discom operates on a principle to provide uninterrupted supply to the end user, such as are primarily schools, colleges and hospital, etc., which are carrying out primary function of dispensing essential services. Further, the adoption of auto-cut feature in the prepaid meter would have serious real-life implications, which would jeopardize the entire functioning of the end user who are performing essential services and leading to a catastrophic and disastrous result.
- d. The Appellant himself stated that his family members are suffering health issues that require a continuous and uninterrupted supply of oxygen, which justifies the functioning of the prepaid meter installed by the Discom. If the entire pre-paid meter gets auto cut-off upon exhausting the credits, it can lead to a disastrous result for users, like the Appellant, who are on real time oxygen supply apparatus running on a power supply. Therefore, the Appellant cannot blow hot and cold at the same time.



- e. Modus Operandi Deployed by the Appellant – The Appellants in Appeal No. 7, 8 & 9/2025, namely; S/Shri Jitendra, Vijendra and Vijendra, respectively, are real brothers, who have purportedly created alleged rent agreements amongst themselves, with the sole malafide intention to take advantage of the Licensee's policy of granting prepaid meter to the tenants. The entire relationship of the Appellants being alleged tenants of one another is evident from the detailed documents submitted by the Discom before the CGRF, with the index dated 21.11.2024. Consequently, it is evident that they have fabricated tenancy documents with the intent to exploit the Licensee's policy and evade payment for the energy consumed.
- f. Admitted Consumption of energy by the Appellant – The Discom submits that in this case, energy usage is not in dispute and consumption has been duly admitted. The only plea set-up by the Appellant to wriggle out from payment for the admitted usage is the plea that the pre-paid meter did not convert to a post-paid meter upon the credits was exhausted. The Appellant has only made a payment of Rs.3540/- and despite heavy consumption of energy, failed to make any further payments. Therefore, the Discom should not be deprived of its rightful dues, as this would ultimately impose a financial burden to the public exchequer.
- g. Right of the Respondent to recover its dues - In this regard, the Discom has cited judgements in support of its contentions, viz; the K C Ninan vs Kerala State Electricity Board and Ors. in Civil Appeal No. 2109-2110/2004, V Chandrasekaran & Anrs vs. The Administrative Officer & Ors, in Civil Appeal No. 6342-6343 of 2012, Dalip Singh vs. State of UP & Ors (2010) 2 SCC 114, etc. etc.
- h. Barred by Law of Estoppel and Resjudicata – The Appellants earlier approached the CGRF vide CG No. 28/2021, and got their dues reduced. They have now devised a new mechanism/strategy of first getting the prepaid meter on the basis of alleged rent agreements being created from the wife of brother in favour of another brother. After consuming the energy, when the bill is raised, they again approached the CGRF, by claiming that pre-paid meter cannot be converted into post-paid meter. .

7. The appeal was admitted and fixed for hearing on 14.05.2025. During the hearing, the Appellant was present, in person, and the Respondent was represented by their authorized representatives/advocates. An opportunity was given to both the parties to plead their respective cases at length and relevant questions were asked by the Ombudsman and Advisors, to elicit more information on the issue.

8. During the hearing, the Appellant, Shri Jitendra and his brother Shri Vijendra also were present, and submitted that they both were tenants of Shri Rajinder Singh, their elder brother who had purchased the plot of 20.5 sq. yards about four decades ago. The



Appellant asserted that without generating regular bills since one year or serving any disconnection notice, his supply was disconnected on account non-payment of outstanding dues. However, a total bill of Rs.65,627/- against for the disputed period for 9299 units was generated in his name. He also raised a grievance of non-functioning auto cut mechanism in his pre-paid meter despite verbal complaints for replacing it.

9. In rebuttal, the Respondent asserted that the bill, in question, was based on the meter reading and lab test report. There was, however, no satisfactory response to a query about non activation of the pre-paid meter till date despite orders of the CGRF in the matter of Shri Vijendra vs. BYPL in 2021 and in 2024. Further, there was no satisfactory response as to why neither regular bills for the period of over one year nor any disconnection notice under Section 56 (1) of the Electricity Act, 2003, was served to the Appellant before disconnection of his electricity supply. As a result, the family was unnecessarily made to suffer. Moreover, having regard to the nature of the premises and the consumption pattern of the other two brothers, for the similar area in occupation no convincing response could be provided about the erroneously high unit consumption worked out on the basis of 9299 units consumption during the period in question. No credence could also be given to the downloaded data of meter since the lab testing in a private lab instead the third party testing agency was done without any notice to the Appellant and the report also did not bear his signature. The data did not correspond with any consumption pattern reflected in regular bills.

10. Having taken all factors, written submissions and arguments into consideration, the following aspects emerge:

- i. Regulation 29(16) of DERC's Supply Code, 2017, stipulates that "it shall be the responsibility of the Licensee to maintain the meter and keep it in good working condition at all times".
- ii. Despite numerous observations by the CGRF in the various related cases pertaining to the three brothers, Jitendra, Vijendra and Rajendra, no corrective action has been taken by the Discom to install a prepaid meter at the premises of the complainant even after its earlier orders. The order of CGRF dated 16.12.2024 has also not been complied with. No responsibility appears to have been fixed for this lapse by the Discom officials.
- iii. There is no reference to any guidelines/orders allowing Discom to convert a pre-paid meter to post paid one, without consent or concurrence by the consumer.
- iv. No notice as contemplated u/s 56 of Electricity Act, 2003, was issued to the Appellant, before disconnection. In the absence of the copies of bills regularly issued, reflecting the pattern of consumption it is not clear how the amount of Rs.65,627/- has been arrived at. The Discom has not been able to establish



any unauthorized reconnection from the supply of the Appellant, which can justify invoking, proviso to Regulation 52(3) for transfer of the pending amount towards two other occupants in the premises.


- v. The Discom has flawed on three counts (i) disconnection of supply without any notice of supply disconnection for non payment, which is a mandate under section 56 of Indian Electricity Act, 2003, (ii) to upkeep meter in serviceable condition all the time, when they were having access of smart meter all the time, (iii) meter removal report should have been given to Appellant.
 - vi. Discom removed the meter on 17.07.2023 without any acknowledgement from the consumer and any notice about laboratory testing. Thus, consumer was denied access to testing process in laboratory and to attend meter testing in his presence / any authorized representative. The Discom performed testing/ down loading etc. in the lab of their own, which is against natural justice and prevailing regulations.
 - vii. The consumption pattern as per record for CA No.152997382 R/C Shri Vijendra for period from 12.12.2019 to 09.08.2024 is approx. 11units/day. Similarly, the consumption pattern of CA No.150644902, R/C Shri Rajender is approx.15 units/day, who are brothers of Shri Jitendra and staying in the same size of accommodation on different floors. However, the consumption of Shri Jitendra on same type of accommodation is showing approx. 23.5 units/day. There is no elaboration of any site visit or corroborate data of activity justifying such abnormally high consumption and there are no monthly bills or any log of consumption in the system maintained by Discom.
 - viii. From the above, it is clear that the meter of Shri Jitendra was not functioning properly since its installation and consumption of 9299 units from 15.06.2022 to 17.07.2023 is not reliable. In this case, no consumption pattern is available to meet Regulation 39 of DERC Supply Code, 2017, billing in case of defective meter.
11. In the light of the above, this court directs as under:
- (a) The order of the CGRF is modified as detailed below:
 - (i) Bill should be revised for the whole period from 15.06.2022 till 17.07.2023 taking into account a consumption of 13 units/ day after waiving off LPSC.
 - (ii) Appellant will make payment in one go within due date of payment.



- (iii) Compensation amounting to Rs.5,000/- be awarded towards appellant for harassment/mental agony faced by him.
- (b) Pre-paid auto cut meter be installed within a week after submission of rent agreement/receipts and completion of other commercial formalities as required by the Discom.
- (c) Action taken report be sent to this office within two weeks' time.

12. This order of settlement of grievance in the appeal shall be complied within 15 days of the receipt of the certified copy or from the date it is uploaded on the website of this Court, whichever is earlier. The parties are informed that this order is final and binding, as per Regulation 65 of DERC's Notification dated 24.06.2024.

The case is disposed off accordingly.


(P.K. Bhardwaj)
Electricity Ombudsman
15.05.2025