

**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-cum-Fax No.: 011-41009285)

**Appeal No. 09/2021**

(Against the CGRF-BYPL's order dated 11.02.2021 in Complaint No. 68/2020)

**IN THE MATTER OF**

**Shri Pawan Kumar Gupta**

**Vs.**

**BSES Yamuna Power Limited**

**Present:**

Appellant:

Shri Pawan Kumar Gupta and Ms. Meena Gupta,  
Counsel for the Appellant

Respondent:

Shri K. Jagatheesh, Sr. Manager, Shri Arun Kumar,  
Shri Imran Siddiqi, Manager (Legal), Shri Desh Bandu Gupta,  
C.O. (D), SRD, Shri Shikhar Mahajan, Billing Supervisor and  
Ms. Ritu Gupta, Advocate, on behalf of BYPL

Date of Hearing: 19.07.2021 & 11.08.2021

Date of Order: 16.08.2021

**ORDER**

1. The appeal No. 9/2021 has been filed by Smt. Meena Gupta, Advocate, as an authorized representative on behalf of Shri Pawan Kumar Gupta, against the order of the Forum (CGRF-BYPL) dated 11.02.2021 passed in CG No. 68/2020. The basic issue concerned in the Appellant's grievance is regarding the non provision of subsidy and energy charges by the Discom (Respondent) as directed by the CGRF and raising of erroneous bill dated 08.02.2021 amounting to Rs.37,100/- against the electricity connection bearing CA No. 152614056 installed

at 4D/17, Second Floor, Old Rajender Nagar, Shankar Road, New Delhi - 110060 in the name of Shri Pawan Kumar Gupta, the Registered Consumer.

2. The brief background of the appeal arises from the facts that the Appellant was not receiving the bills against the aforesaid connection since October, 2005 onwards in spite of his visiting the office of the Discom for informing them about the non-receipt of the electricity bills. He has also submitted that he requested them to provide the electricity bills regularly but despite his requests, the Discom did not bother to provide the same. He further submitted that in September, 2018, he received a consolidated bill amounting to Rs.4,10,320/- for the period of 155 months from October, 2005 till August, 2018. The Appellant approached the Discom for details of the bills, but he was asked by them to pay the entire bill or face disconnection. He further added that under the forced circumstances he paid an amount of Rs.35,000/- immediately in order to avoid disconnection and requested the Discom to make equal monthly installments for the balance amount. The Discom accordingly allowed him 24 installments of Rs.15,632.00 each, which he regularly paid up till July, 2020. In this way he paid up an amount of Rs.3,16,376/- out of Rs.4,10,320/- till July, 2020.

Further, as demanded by the appellant to provide the details of such a huge amount, the Discom showed him the calculations of the bill on their computerized system. According to the details of the bill, it was noticed by the Appellant that the bill has been prepared in two parts viz from October, 2005 to August, 2011 for 71 months and from September, 2011 to August, 2018 for 84 months. The 37588 number of units were charged at an average rate of Rs.3.51 per unit as energy charges only for the first 71 months amounting to Rs.1,31,981/- and 43,821 number of units were charged at an average rate of Rs.5.20 per unit for energy charges only for the rest of 84 months amounting to Rs.2,27,413/-.

The Appellant further submitted that he was shocked to know that the bill was raised on a very high side particularly for the period of September, 2011 till August, 2018 and no subsidy was provided for the eligible period. He repeatedly requested the Discom for providing the entire record and details of the bill but they did not provide the same. He further submitted that based on the assurances given by the Discom to look into the details of the bill, he paid 16 installments without any default, but since the details were not forth coming and the required

subsidy was also not credited, he was forced to stop the payments of the installments, however, he continued to pay the current bills. He further paid another two installments along with up-to-date current dues during the peak Corona period but the Discom disconnected his electricity supply without any notice on 21.08.2020. He further added that the Discom again disconnected the supply and removed the meter on 07.09.2020 without any notice despite written complaints made by him on 21.08.2020 and 01.09.2020. He further added that after removal of the meter by the Discom, he requested them to restore his electricity connection but they forced him to pay an amount of Rs.49,200/- as a pre condition for restoration of the supply. He paid the said amount immediately under pressure, although his grievances regarding subsidy and details of the bills were not met with, yet his connection was restored only after four days of making the payment, whereas they had assured him that his connection will be restored as soon as he deposits the required amount.

3. As his grievances were not being resolved by the Discom, so he approached the CGRF on 06.10.2020, wherein his matter was listed for 09.11.2020. He further added that although the Discom was informed about this matter being listed for 09.11.2020 in the CGRF, they again removed the meter on 04.11.2020 without any valid notice and did not install the meter for 3 days and his family had to suffer again without electricity as well as water for 3 days which are the basic necessities of life. The CGRF, after hearing both the parties, decided that after necessary corrections regarding subsidies and waiver of LPSC etc., the due amount of Rs.37,160/- is payable by the Appellant as per the bill dated 23.02.2021 raised by the Discom. The Discom was also directed to consider the payment of these dues in installments as per regulations.

As the Appellant was not fully satisfied with the order of the CGRF, he has preferred this appeal on the grounds that the Discom did not provide the full amount of subsidy as per the directions of the CGRF. The total subsidy as given by the Discom in the final bill is Rs. 13,586/- against Rs.38,913/- and as such Rs.25,327/- has been paid less on account of subsidy claim. Further, the total energy charges levied by the Discom were on very high side during the period from September, 2011 to August, 2018 despite the provision of subsidy. In addition to above, the final bill raised by the Discom for Rs.37,160/- is erroneous and needs to be revised. The Appellant has also demanded a compensation for

disconnection and removal of the meter without serving any notice especially during the times of Covid-19. He also submitted that the CGRF was silent in its order regarding the matter of compensation.

In view of above, the Appellant has finally prayed that he is entitled to Rs.1,00,000/- as compensation for the physical and mental harassment caused by the removal of meter on three occasions and disconnection without any sufficient cause. He has further requested for correcting the bill dated 08.02.2021 for Rs.37,160/- by crediting him with the required subsidy and excess energy charges for the period from September, 2011 to August, 2018.

4. The Discom in its reply submitted that the Appellant has been enjoying the electricity since October, 2005 till September, 2018 and he never received any electricity bill or to say that as per the Appellant himself, he enjoyed the electricity without paying for the same for a long period of approximately 13 years. The Discom denied that the Appellant ever made a complaint in writing regarding non receipt of electricity bills during the last 13 years and in all probability he never ever approached the Discom for the purpose and nor did he voluntarily ever made payment to the Discom for usage of the electricity. In September, 2018, they raised a consolidated bill of Rs. 4,10,320/- for the first time on the basis of units of electricity consumed during the period of escaped billing of 155 months. The Appellant made a payment of Rs.35,000/- in order to avoid disconnection and both the parties entered into a settlement for payment of the balance amount in 24 equal monthly installments of Rs.15,632/- each. The Appellant made 18 installments out of 24 installments till July, 2020, which as per the settlement was required to be paid by February, 2020. The Discom further added that as the next installments were not being paid by the Appellant, therefore the supply to the connection was disconnected. In view of the disconnection, again a settlement was reached with the Appellant as requested by him, vide which, the Discom agreed to give a rebate of LPSC and also agreed to accept the payment in two equal monthly installments of Rs.49,200/- which otherwise should have been paid in August,2020 itself. The Appellant made the payment of first installment of Rs.49,200/- in September, 2020, and his electricity was restored after encashment of cheque.

The Discom further stated that in October, 2020, the Appellant filed a complaint before the CGRF wherein he has basically challenged the billing for the period of September, 2011 to August, 2018 alleging that billing was on higher side and that he was not given the required subsidy. As per the direction of the CGRF they revised the bill which was duly analyzed by them and was found to be satisfactory and accordingly the order now under appeal was passed by the CGRF. The Discom also submitted that there is no infirmity in the order dated 11.02.2021 passed by the CGRF, however, the issue-wise reply of the various objections raised by the Appellant are explained here as under.

5. Regarding the issue of subsidy as raised by the Appellant, the Discom submitted that the subsidy as provided by the Government of NCT of Delhi is passed on to the consumer as per the Government Policy and they of its own do not give any rebate/subsidy. The subsidy so provided and as duly reflected in the regular bill is claimed by the Discoms from the government. The said subsidy is given on the basis of units consumed in a month as per policy. In case of escaped billing just like the present case, since month-wise bill is not available, a consolidated bill is raised as per module duly fed in the system in use by them i.e. SAP. The Discom further clarified that the module so fed in the system is duly audited module. Thus, as per the said module the calculation was made on the basis of units consumed divided by the period and multiplied with average tariff calculated on the basis of tariff as existing at the relevant time. Other charges like fixed charges, power purchase cost adjustment and so on are added as applicable from time to time.

However, on directions of the CGRF, the units so consumed were bifurcated on the basis of seasonal variation also and as a consequence the Appellant was given subsidy for the month wherein the assumed units of consumption fell within the policy of subsidy of Government of NCT of Delhi. The chart giving details of the calculation of the subsidy was also enclosed by the Discom with their written submission. The Discom also clarified that prior to year 2014, there was no subsidy on consumption of more than 200 units in a month and as per the said chart, the Appellant was entitled to a total subsidy of Rs. 24,863.92 which stands duly provided to the Appellant.

The second issue of the Appellant regarding the issue of bill on higher side, the Discom submitted that it is not clear as to what is meant by that the bill was raised on higher side particularly for the period of September, 2011 till August, 2018. No detail as to how the bill raised by them was on higher side was provided in the complaint. The Appellant has mainly raised the issue of subsidy which has been duly explained herein above. However, as per the details given in the calculation-sheet enclosed, the bill was raised on the basis of average tariff which existed during the period of dispute i.e. September, 2011 to August, 2018. Average of tariff has been calculated by adding the tariffs as prevailing in the relevant years and then dividing the same with number of years, i.e. 7 years from September, 2011 to August, 2018 in the present case. As tariff applicable in later years was higher, as such the average tariff worked out to be Rs.5.20 per unit for the period of September, 2011 to August, 2018, which for the years October, 2005 to August, 2011 was only Rs.3.51 per unit. As total units consumed were divided proportionately as such for the period from October, 2005 till August, 2011, i.e. for 71 months, units consumed were taken to be 37588 units whereas for the period of September, 2011 to August, 2018, i.e. for 84 months, the units were taken to be 43821. Thus, the bill has been raised as per law and there is no discrepancy in the same.

Regarding the third issue of compensation as raised by the Appellant, the Discom submitted that the Appellant is seeking compensation on the ground of harassment on account of disconnection of electricity and mental torture and insult. It is clarified that the electricity was disconnected twice on 24.08.2020 and 04.11.2020 as per law after duly serving disconnection notice as the consumer refused to make the payment of outstanding dues in spite of receipt of disconnection notices at regular intervals. The copies of the notices were submitted by the Discom with their written submission for reference. The Discom further submitted that it is important to mention here that it's a case of settlement duly acted upon by parties and hence the Appellant had no right to stop making payment of outstanding electricity bills of his own. The legal consequence that follows on account of non-payment of electricity dues under no circumstances amount to harassment and in fact it is the Discom who has been harassed time and again.

The Discom further added that it is important to mention here that as per DERC Supply Code both of 2007 and 2017, the consumer can make payment of electricity of his own in case he is not receiving electricity bills. In fact, the consumer can make payment in advance also. But in the present case the Appellant for 13 years took no steps to make payment and kept on enjoying the electricity. As per the Appellant himself the first written communication he had with the Discom was in the year 2019, i.e. after the consolidated bill was duly raised. Thus, the Appellant is not entitled to any compensation nor was he entitled to any further rebate in bill which was solely given on the directions of the CGRF.

6. The hearing of the case was held on 19.07.2021. During the course of hearing, the Appellant submitted his replication on the subject matter. The copy of the same was also handed over to the Discom. The Discom was directed to submit the reply of the replication and the written arguments by 27.07.2021, with a copy to the Appellant also. Further, the Appellant was also asked to submit the rejoinder latest by 03.08.2021. The additional submissions by the Discom were received on 27.07.2021 which were taken on record. However, as the Appellant was not satisfied with the information and documents submitted by the Discom vide their additional submissions dated 27.07.2021, therefore, the Appellant needed further clarifications on some of the issues before submitting his reply. In view of the same another hearing was kept for 11.08.2021 so that the confusions to the Appellant, if any, are discussed and clarified by the Discom during the hearing itself in order to avoid lingering on the issue indefinitely.

Through the replication submitted on the first date of hearing, the Appellant has again reiterated the same submissions as submitted vide his appeal. Basically the Appellant has again raised the same three issues regarding non provision of subsidy as per the direction of the CGRF, issue of bill for the period September, 2011 to August, 2018 on higher side and compensation on account of disconnection of electric supply without any cause by the Discom.

7. In reply to the rejoinder of the Appellant, the Discom again clarified all the issues in details as raised by the Appellant through his replication and the arguments during the hearing on 19.07.2021, vide their additional submissions

dated 27.07.2021. The relevant issues as clarified by the Discom are given as under:

i) Regarding the issue of subsidy, the Discom again submitted that the total amount of subsidy given to the Appellant from 19.10.2005 to 21.08.2018 is Rs.24,863.92 as per the calculation sheet attached by them. Further, while there is no dispute regarding the subsidy of Rs.7,848.53 granted for the period 19.10.2005 till 31.03.2009, however, as per the DERC's Notification subsidy which was already existing, was also extended for the period from June, 2010 to March, 2011 at a rate of Rs.1.00 per unit for consuming upto 200 units in peak months and upto 150 units for non peak months. The Discom further added that the same arrangement was extended till 31.3.2013. Later the said subsidy was extended for the consumers consuming more than 200 units but limited to 400 units @ Rs.0.80 per unit only for units consumed between 200 to 400. The relevant notifications/orders in respect of subsidy have been collectively enclosed by the Discom in support of their calculation. The same was further extended and became Rs. 2/- per unit for the units falling between 200 to 400 which was later reduced to Rs.1.80 per unit for the units consumed beyond 200 till 400 per month. Thus, in case the consumption of units was over and above 200 then there was no subsidy available from the period of 01.04.2009 till 31.10.2013. Thereafter from 01.11.2013 till 31.10.2015 subsidy applicable was Rs.0.80 per unit in case consumption of electricity over and above 200 units but limited till 400 units.

The Discom further clarified in details that as month wise billing was not available as such on the direction of the CGRF on the basis of base period of five months commencing from 01.11.2018 to 31.03.2019 units per months were calculated as 361. The calculation sheet was also enclosed by the Discom in support of their calculation. The Discom also added that the total unit for which the escaped billing was done was 81109 units. From the said units on the proportionate basis @ 360 units per month for 5 months in a year were taken towards winter season and the balance units were taken for the summer season for 7 months. Thus, in a year 1817 units (1829 units for leap year) were taken towards winters and 4515 units



were taken towards summer. Thus, monthly consumption was taken as 361 units (363 units for leap year) per month for winters and 645 units per month for summer. Since as from 01.04.2009 till 31.10.2013 there was no subsidy available for the consumption of units over and above 200 units as such during this period no subsidy is granted to the Appellant. As thereafter subsidy was available only till the consumption of the unit was upto 400 as such for summer month there is no subsidy. Regarding winter season as the subsidy period varied for different period from Rs.0.80 per unit to Rs. 2.00 per unit and later reduced to Rs.1.80 per unit as such for the said period applicable subsidy was granted which is duly reflected in the calculation sheet under the heading subsidy.

ii) Regarding the issue of bill on higher side the Discom again explained that the bill for the period from September, 2011 till August, 2018, the bill for the said period was raised on the basis of average tariff which existed during the period of dispute i.e. September, 2011 to August, 2018. Average of tariff was taken by adding the tariff as prevailing in the relevant year and then dividing the same with number of years i.e. 7 years (September, 2011 to August, 2018). As tariff as applicable in later years was higher as such the average tariff worked out to be Rs. 5.20 per unit for the period of September, 2011 to August, 2018 which for the period October, 2005 to August, 2011 was only Rs.3.51 per unit. As total units consumed were divided proportionately as such for period of October, 2005 till August, 2011, i.e. for 71 months, units consumed were taken to be 37588 units whereas for the period of September, 2011 to August, 2018, i.e. for 84 months the units were taken to be 43821. Thus, bill has been raised as per law. The tariff rates as applicable for the relevant period have also been enclosed by the Discom for reference.

iii) Regarding the issue of compensation the Discom submitted that the electricity was disconnected twice on 24.08.2020 and 04.11.2020 as per law after duly serving disconnection notice as the consumer refused to make the payment of outstanding dues in spite of receipt of disconnection notices at regular intervals, which were enclosed with their reply for reference.

8. In addition to above, some additional issues were also raised by the Appellant in their replication and during the arguments, the same were also clarified by the Discom.

(a) Regarding the bill for the period of 21.08.2018 to 31.08.2018 for a period of 11 days for 446 units for an amount of Rs.3,317/- , the Discom stated that the said bill is raised for 11 days as per the billing cycle on the basis of actual reading as per the tariff rates applicable during that time.

(b) Another issue raised by the Appellant regarding the bill dated 04.09.2020, wherein it has been alleged that meter details have not been provided, the Discom clarified that as there was change of meter during the billing cycle i.e. from 31.07.2020 to 31.08.2020 as such the meter details were given in the annexure duly annexed with bill. The Discom also submitted the copy of the computer generated details of the meter along with the lab report pertaining to the burnt meter for reference and record in support of their argument.

(c) The Discom further submitted that the Appellant has also sought explanation regarding the issuance of bill dated 29.01.2021 for Rs.31,000/- and also as to how the said bill swelled to Rs.34,230/- on 01.02.2021 when as per the calculation sheet provided by them during the hearing before the CGRF on the said amount of Rs.31,000/- further rebate was to be given to the tune of Rs.34,135/- and as such the bill should have been in negative i.e.(-) Rs.3,135/-. In this regard, the Discom clarified that as per bill dated 03.12.2020 the amount due and payable by the Appellant was Rs.62,550/- and thereafter the consumer made payment of Rs.1,034/- reducing the payable amount to Rs.61,516/-. Thereafter next bill was raised and the regular consumption charges were added. As manual posting was done whereby credit of security deposit of Rs.1,800/- was wrongly given, the same was reversed as a consequence total amount due and payable by the consumer as on 25.01.2021 became Rs.63,520/-. From the said amount the interest on security deposit which as of Rs.1,618.30 and meter cost of Rs.1,447.58 were credited or to say rebate was given leaving the balance amount due and payable as on 29.01.2021 as Rs.60,454.12.

Further, as per the directions of the CGRF, in order to give additional rebate on account of subsidy on account of seasonal benefit and LPSC, the entire billing which was done during the period of escaped billing was credited and against it debit entry of the amount which was calculated after giving the subsidy of Rs.24,863.92 was debited. Thus, Rs.4,23,390.35 was credited along with LPSC of Rs.12,464/- and debit entry of Rs.3,93,935/- was made. This amount of Rs.3,93,935/- is shown in the last row and column in calculation sheet attached. Now, the escaped billing was for Rs.4,07,696/- but inadvertently credit was given of Rs.4,23,390.35. As excess credit of Rs.15,694.44 was given the same was debited making the total amount due and payable as Rs.34,230/- as in February, 2021. In the said bill current consumption charges were added making a total of Rs.37,160/- i.e. the bill placed before the CGRF and enclosed herewith for reference. The said bill of Rs.37,160/- was issued on 08.02.2021 with due date 23.02.2021. The said calculations were duly explained not only to the CGRF but also to the Appellant who was duly convinced by the billing.

(d) The Discom further clarified regarding the calculation sheet attached by the Appellant wherein the net amount payable has been shown as minus Rs.3,135/-. The Discom stated that the rebates were proposed but were not given as the same were not supported by system being already given. The rebate which was proposed in the said calculation sheet and which could be given was waiver of LPSC which was finally given and is reflected in the calculation sheet. On account of numerous hearings frequent bills were raised during the period of 29.01.2021 till 01.02.2021 which is causing confusion. However, if we study the up to date chart already annexed the things will be clear. The chart as on the date of hearing was duly shown to the CGRF who were duly convinced and passed the order dated 11.02.2021. As such the Appellant is not entitled to any further rebate/subsidy and is liable to clear the outstanding dues which includes current charges as well in terms of the enclosed bill which is dated 06.07.2021.

9. During the hearing on 11.08.2021, the Appellant submitted additional submissions dated 10.08.2021 vide which he has again raised the issues of subsidy, issue of bill on higher side and that of compensation. The same was

taken on record. Regarding subsidy the Appellant submitted that he has not been paid subsidy for the period from 01.04.2009 till 31.03.2012. He demanded that since there is no change in the guidelines and the subsidy is payable on the same rates as given from 31.10.2005 for peak and non-peak months, therefore, the same amount of subsidy is payable as given in the revised sheet from 01.04.2009 to 31.03.2012. He has also raised the issue of less subsidy given for the year 2014-15 and no subsidy given for April, 2018. Another point of contention which has been stressed by the Appellant time and again during the hearing is regarding seasonal variation being taken for 5 months instead of six months as per government guidelines due to which he has been paid less subsidy and the same needs to be corrected. In short he has demanded an additional subsidy of Rs.15,722/-.

In addition to above, the Appellant again stressed that bills have been charged on the higher side and as such an excess amount of Rs.13,895/- and Rs.2,632/- has been charged by the Discom which needs to be adjusted. The issue of compensation has again been raised by the Appellant by way of his additional submission as reiterated by him in his earlier submissions/appeal also, on account of disconnection of his supply on three occasions.

Finally, the Appellant has again sought the relief on account of seasonal variation of 6 months instead of 5 months as allowed by the CGRF, compensation of Rs.1,00,000/- on account of mental and physical harassment, payment of additional subsidy amount of Rs. 15,722/- and refund of Rs. 21,140/- on account of excess energy charges.

The matter was deliberated in details during the hearing on 11.08.2021 wherein the Discom explained each and every issue raised by the Appellant. The issue-wise clarification was given by the Discom in order to clear all the doubts of the Appellant regarding subsidy etc., The Discom explained that as per the Appellant, he should get further benefit of subsidy amounting to Rs. 15,772/- (approx.) based on his observation, which is totally fictitious and in any case no details/reasons for arriving at said figure have been given by him. Further, as per Appellant, escaped billing must be done on 6-6 months basis rather than 5-7 months basis which was done by them as per the directions of the CGRF. There are no guidelines or regulations which say that the escaped billing should be done

by considering six months as summer period and six months as winter period. Regarding the next issue of the Appellant that given subsidy did not match with revised subsidy i.e. Rs. 24,700/- (approx.) as shown in calculation sheet, whereas, they have given the same as is evident from last row of the calculation sheet. As per the Appellant, subsidy should also be allowed in the year 2009 to 2013 which is not given by them. In this regards, it is clarified again that the same is not given as the consumer was not entitled as his monthly consumption was more than 200 units per month. During this time there was notification from DERC to provide subsidy for units over and above 200 per month.

10. After hearing both the parties at length and considering the voluminous material on record, it is observed that the connection of the Appellant was energized for domestic category in October, 2005, but he did not receive any bills against the said connection for long 13 years till August, 2018. It is also noted that the Appellant never represented regarding the problem of non receipt of the bills in writing to the Discom, although he claims that he approached the Discom many times asking them to raise the bills against his connection but he could not produce any written documentary proof in support of his claim viz, requesting the Discom to issue the bill. In view of the same, it is construed that the Appellant enjoyed the electricity without paying for the same for a long period of approximately 13 years. As per DERC Regulations, 2007 as well as 2017, in case of non receipt of the bill, the consumer is supposed to deposit self assessed bill for the period for which the bill has not been received but in the instant case the Appellant never ever voluntarily deposited the same for long 13 years.

On the other hand, the Discom also could not raise the bills against the said electricity connection on account of "escaped billing" and the same came into their billing network only in August, 2018. In this regard, it is held that in case the Appellant had initially represented to the Discom in writing regarding the non receipt of the bill, the problem of receipt of the consolidated bill of such a heavy amount after a period of 13 years would not have cropped up. It is also noted that the matter was deliberated at length in the CGRF covering all aspects of the case and after due consideration, the CGRF has rightly decided the matter judiciously. The Appellant has been given the subsidy benefits as admissible under the rules alongwith yearly interest payable on the security amount by the CGRF. As per the directions of the CGRF, the Discom has raised the bill of the Appellant as per

the Government of NCT of Delhi's guidelines regarding provision of subsidy by granting subsidy benefits as applicable from time to time since October, 2005 onwards. Thus, after necessary corrections and adjustments, the final bill dated 08.02.2021 for an amount of Rs.37,160/- was issued by the Discom as per the directions of the CGRF, which in any case is payable by the Appellant.

Since the Appellant was not satisfied with the aforesaid final bill, he has preferred this appeal for getting the bill corrected. The main issue of concern is regarding the subsidy paid by the Discom, which as per the Appellant is not correct and needs to be looked into. The Appellant has submitted his own set of calculation regarding subsidy whereas the Discom had also submitted their calculations which, however do not match.

11. In order to analyze the calculations of subsidy afresh, the Discom was asked to reassess and resubmit the details of the calculation of subsidy based on the orders issued from time to time by DERC regarding provision of subsidy. The Discom resubmitted the calculations of the subsidies provided to the Appellant giving year-wise details, since the year 2005 onwards. After analyzing the details, it is observed that the Discom has rightly provided the required amount of subsidy to the Appellant as per the various subsidy orders issued from time to time and there is no discrepancy in the same. There was some confusion to the Appellant regarding the amount of subsidy which has been duly clarified by the Discom in its rejoinder dated 27.07.2021 which is self explanatory. The calculations done in this regards by the Discom are as per the directions of the CGRF, wherein the escaped billing has been proportionately divided on the basis of seasonal variation year-wise and charged accordingly. In view of above, the calculations regarding subsidy as submitted by the Discom are correct and in order and there is no infirmity in the final bill of Rs.37,160/- as raised by the Discom which is payable by the Appellant. The Appellant in any case has to pay for the electricity he has consumed.

Secondly, regarding the issue of billing on higher side for the period from September, 2011 to August, 2018 as raised by the Appellant, it is observed that the Discom has rightly raised the bill on the basis of average tariff which existed during the said period from September, 2011 to August, 2018. Since, the tariff had increased during the later years as such the average tariff worked out to be

Rs.5.20 per unit during the period from September, 2011 to August, 2018 and the same cannot be compared with the average tariff of Rs.3.51 per unit for the period from October, 2005 to August, 2011. Since the tariff during the earlier years was less as compared to later years, hence there has to be a difference in average tariff for the two periods and therefore the contention of the Appellant in this regards that he has been charged on the higher side for the entire period of 2011 to 2018 is not correct and is not tenable.

The third issue raised by the Appellant regarding the compensation for the physical and mental harassment caused by the Discom on account of disconnection without notice, it is observed that the Appellant himself entered into a settlement with the Discom vide his letter dated 13.09.2018, after receiving the consolidated bill of Rs.4,10,320/- for the period from 2005 to 2018. In this regards, it is noted that vide the above letter, the Appellant requested the Discom to allow him to pay the bill in 24 installments w.e.f. September, 2018 onwards and assured the Discom that in addition he will be paying the current demand also within due date. The request of the Appellant was duly accepted by the Discom. In view of above, it is observed that once the Appellant had agreed to pay the whole amount in installments instead of in one go and the Discom also accepted his request, he should not have stopped the payment of installments in between without any valid reason. Once the Appellant stopped the payment, the Discom was well within its rights to disconnect the supply as per the regulations. The contention of the Appellant that no notice was issued is also not in order, since the notices dated 03.07.2020 and 20.10.2020 were duly issued by the Discom under Section 56(1) of the Electricity Act, 2003 for disconnection of electricity supply, before disconnecting the supply. It is also noted that when the Appellant stopped making payments against the installments as agreed earlier, the Discom was considerate enough to allow the Appellant to pay the balance amount again in two installment of Rs.49,200/- instead of in one go, in addition to waiver of LPSC. In view of above, it is noted that the Discom has tried to adjust the Appellant at every stage, still the Appellant did not make the payments without any valid reason. It is pertinent to note here that it is a case of settlement duly acted upon by the parties and hence the Appellant had no right to stop making payments of outstanding electricity bills of its own, which is unethical and illegal. The legal consequences that follow on account of non-payment of electricity dues under no circumstances amount of harassment.

It is important to mention here that firstly the Appellant never ever made any efforts for making the payment of electricity bills for long 13 years though he regularly enjoyed electricity throughout the said period and secondly, after settlement and after acting on it regularly for 16 months, he of his own stopped making payment on regular basis on one pretext or the other in spite of the fact that the calculations of the bill were duly explained and details were provided to him by the Discom as early as in September, 2018, itself. Hence, the contention of the Appellant for compensation is not tenable and cannot be accepted.

12. On perusal of the additional submissions dated 27.07.2021 submitted by the Discom, it is observed that the Discom has again clarified the various issues in details as raised by the Appellant through his replication dated 19.07.2021. The issues as raised by the Appellant during the hearing regarding non provision of due amount of subsidy and excess energy charges for the period from September, 2011 to August, 2018 have been explained in details and the entire relevant record and details of the various bills have been enclosed with the reply to substantiate the same. In addition to above, the Discom has also clarified all the doubts of the Appellant regarding the bill for the period 21.08.2018 to 31.08.2018, the issue of meter details, lab report of burnt meter, etc. and various other issues in details supported with the relevant record, documents and calculations wherever required. In view of above, it is observed that the details as given by the Discom are self-explanatory and are in order. The objections raised by the Appellant regarding the above issues are unfounded, misconceived and without any basis and hence cannot be considered.

13. The final hearing was concluded on 11.08.2021 and the order was reserved. However, on 13.08.2021 two e-mails were received from the Appellant regarding the same issue, after closing the hearing and reserving the order. These representations cannot be entertained as the Appellant and the Respondent (the Discom) were given sufficient time for submission of all the concerned documents earlier. If these representations are admitted after closing of the hearing this may become an unending process, thereby hampering the process of adjudication.




The only issue of the Appellant which now remain and needs to be decided is regarding the subsidy calculation as per the guidelines of seasonal variation of 6 months in a year against 6-8 months of actual consumption pattern. In this regards, it is noted that the CGRF had rightly directed the Discom that the units so consumed during the escaped billing period of 13 years be bifurcated on the basis of seasonal variation. Since month-wise billing was not available as such the CGRF directed the Discom to calculate the units consumed on the basis of base period of 5 months commencing from 01.11.2018 to 31.03.2019. The Discom accordingly calculated the units consumed for 5 months of non-peak period and balance were calculated on yearly basis for peak period of 7 months. Consequent to which the Appellant became eligible for subsidy in various months during the past 13 years on the basis of the subsidy orders issued by the Competent Authority from time to time. The Discom accordingly provided subsidy for the months wherein the assumed units of consumption as calculated above fell within the policy of subsidy of Govt. of NCT of Delhi. The subsidy given has been clearly shown year-wise in the calculation chart provided by the Discom and the same is in order and there is no discrepancy in the same.

The Appellant is repeatedly asking that these assumed units should have been calculated on the basis of six months instead of 5 months as decided by the CGRF. The logic being given by him in support of his contention is that the orders of subsidy issued by the DERC/Govt. of NCT of Delhi provides 6 months for peak/non-peak period and hence the units of escaped billing period be also bifurcated on the same basis. In this regards, it is made clear that both of these issues are separate and have no link to each other. Further, there are no guidelines or regulations which prescribes that the escaped billing should be done by considering 6 months as summer period and 6 months as winter period. In the background of above, it is held that the bifurcation of units carried out during the escaped period of 13 years by the Discom as per the directions of the CGRF on the basis of 5/7 months is perfectly in order. The contention of the Appellant in this regards is hereby rejected. Accordingly, the calculations provided by the Appellant for extra subsidy on the basis of 6/6 months instead of 5/7 months in his appeal /rejoinders repeatedly is based on wrong assumptions, has no basis and are hereby rejected. Thus, the subsidy as calculated by the Discom are correct and in order and there is no infirmity in the same.

14. In the background of above and keeping in view of the facts on record and pleadings of the parties, it may be concluded that there is no cogent justification in accepting the prayer of the Appellant regarding revising the bill dated 08.02.2021 amounting to Rs. 37,160/-. The order of the CGRF is in accordance with the law and does not suffer from any legal and factual infirmity so as to warrant any interference. Strange as it appears to be but it is a fact on record that the Appellant did not make any effort to check up from the Discom as to why the bills have not been forwarded. No demonstration in any manner has been made by either providing the documents to show that there was any effort on the part of the Appellant to have checked up the amount of bill which should have been forwarded but he continued enjoying the leisure of electricity without paying a single penny for the entire period. Liability to pay electricity charges is a continuing liability and the Appellant cannot escape from that liability.

In view of the discussion as aforesaid and considering the case in its entirety the holistic view demands that there is no requirement to interfere with the order of the CGRF. However, the Discom is directed to waive of the LPSC on the balance amount till the date of issue of this order.

The case is disposed of accordingly.

  
**(S.C.Vashishta)**  
**Electricity Ombudsman**  
**16.08.2021**