

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. 10/2025

(Against the CGRF-BRPL's order dated 17.12.2024 in CG No. 111/2024)

IN THE MATTER OF

Shri Tajinder Pal Singh Oberoi

Vs.

BSES Rajdhani Power Limited

Present:

Appellant: Shri Tajinder Pal Singh Oberoi, in person.

Respondent: Shri S. Bhattacharjee, Senior Manager, Shri Parveen Bajaj, Sr. AFO, Ms. Rattandeep Kaur, CO (JKP) and Shri Shreyek Gupta, Advocate, on behalf of BRPL

Date of Hearing: 30.04.2025

Date of Order: 01.05.2025

ORDER

1. Appeal No. 10/2025 dated 31.01.2025 has been filed by Shri Tejinder Pal Singh Oberoi, R/o WZ-208, Street 15, G- Block, Hari Nagar, New Delhi- 110058, against the Consumer Grievance Redressal Forum – Rajdhani Power Limited (CGRF-BRPL)'s order dated 17.12.2024 in C.G. No. 111/2024..

2. The background of the case is that Discom removed the electricity meter bearing CA No. 150627840, which was installed on the third floor of the above-cited premises, by the outsourced staff, engaged/hired by Discom, due to non-payment of energy bills for August and September 2024. The Appellant contested that the staff unlawfully accessed his premises by forcibly opening the main gate without calling/meeting any family members and removed the meter on 24.09.2024. The Appellant claimed that he had not received a hard copy of the August 2024 bill and the e-mail could not be taken notice of. He did receive the September 2024 bill (marked as a red bill), which included outstanding



dues of August 2024, with a due date of 25.09.2025. The Appellant made the payment on 24.09.2024 and applied for re-connection of his electricity supply, which was restored on 26.09.2024. The Appellant, raised four queries to Discom, namely (i) the reason for discontinuing the hard copy of the power bill to the residents, (ii) the justification for forcibly entering the premises and removing the meter before due date when a red bill stood issued for non-payment, (iii) presence of intermediaries in the area at Discom's Office, who are on the lookout for such cases and charge bribes for helping in restoring disconnected power meters, and (iv) lack of response from office at B-1, Janakpuri, Delhi.

3. The Appellant did not receive a satisfactory reply from the Discom, resulting in filing a complaint before the Forum regarding the unprofessional approach of the Discom. The Appellant also shared a picture of CCTV and an urgent notice dated 23.09.2024 pasted as evidence.

4. The Discom before the Forum contended that a bill for the month of August was issued on 12.08.2024, which the Appellant failed to pay, leading to a disconnection notice under section 56(1) of the Indian Electricity Act, 2003, generated on 30.08.2024 but not issued. Subsequently, a 'red colour bill' for September 2024 was issued along with a copy of the 'disconnection notice'. Due to non-payment of the dues, the Recovery Team visited the premises, rang the doorbell, informed the Appellant and then removed the meter. In support of its claims, Discom relied upon the relevant regulations of the DERC's Supply Code, 2017.

5. The CGRF, in its order dated 17.12.2024, observed that the connection was disconnected, and the meter was removed on 24.09.2024, due to non-payment of the bill for August, 2024, as per section 56(1) of the Electricity Act, 2003. Since the supply was disconnected on 24.09.2024, prior to the due date, i.e. 25.09.2024, in violation of the above-mentioned section, the Forum directed Discom to take appropriate action against the responsible officials. As the supply had been restored by installing meter nothing remained to be adjudicated and the case was disposed of.

6. The Appellant, aggrieved by the CGRF-BRPL's order, preferred this appeal, reiterating the facts as submitted before the Forum. The ground of the appeal is mainly the removal of the meter by Discom's Recovery Team, prior to the due date of the payment of the September, 2024 bill, without any intimation and his permission. The Appellant further claims that the Discom deliberately did not take his signature on the acknowledgement of the 'Device Installation Order' and the 'Meter Activity Report'.

The Appellant requested (a) that the total bill amount levied against connection CA No. 150627840, including reconnection charges, be recovered from officials of the recovery team, for false statement and use of a fake signature on the Customer Request/Complaint Form dated 24.09.2024, which had not been considered by the Forum and (b) hard copies of the bills be sent to all the residents to maintain transparency.



procedure in the regulations/guidelines, for action taken by temporary disconnection and removal of meter, no satisfactory response could be provided. The officer present made an effort to clarify that in respect of all the connections where the bills were overdue, a list is provided to the concerned official for follow up action. However, the provocation for visit to the house of the Appellant on the 24th September when the due date for payment laid down was 25th September could not be explained convincingly to the Ombudsman. Advisor (Engineering) raised an issue of the non-exercise of the option of temporary supply disconnection using bus bar but the officer present could not provide any satisfactory response. Even despite the payment on 24th September itself, the reason for delay in restoration of supply could not be explained satisfactorily. Advocate for the Discom, however, contended that the prayer before the CGRF as well as Ombudsman by the Appellant did not fall within the domain of either the CGRF or the Ombudsman. Advocate further contended that the Appellant had more than once defaulted in payments and the bills were regularly being sent on his e-mail ID and a soft copy of disconnection notice was served along with 'Red Bill'. On his request, hard copies of the bills could also be provided to him.

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

- a) For the failure by the Appellant to pay the bill, notice u/s 56(1) of the Electricity Act was generated on 30.08.2024 but not served.
- b) The notice was served on 10.09.2024 along with bill for September, (Red Bill) with due date for payment on 25.09.2024. Whether, as a practice, in all cases of default in payment, the list of defaulters is sent to the concerned officer for follow-up action, and temporary disconnection with removal of meter invariably takes place or this was an isolated case of extraordinary initiative, is not borne from the record.
- c) No clear 15 days time was provided as stipulated in Section 56(1), Electricity Act, resulting in non-compliance with the provisions of law..
- d) There could be no authorization for any visit to the premises of the Appellant for disconnection and removal of meter on 24.09.2024. Whether simultaneous disconnection and removal of meter are contemplated in any guidelines is not borne from record. Regulation on the contrary outlines the manner in which disconnection takes place, first step being temporary disconnection and after six months meter etc. gets removed.
- e) The Action by Discom official Kunal by allegedly taking of signature on the reconnection application has not been examined, despite complaint before the CGRF and no enquiry had been carried out.



7. The Discom, in its written submission dated 28.02.2025, reiterated the facts placed before the CGRF-BRPL. Regarding the Appellant's allegations that three personnel of their recovery team forcibly entered the premises, the Discom clarified that no such incident occurred. In fact, the personnel were allowed access to the premises by a female occupant, who informed them that the pending bill would be paid in the coming week, which led to disconnection of the supply and the removal of the electricity meter. Since the connection was disconnected prior to the end of the 15-day notice period, a written apology has already been given by the concerned personnel of the Discom. Further, the Appellant did not submit any CCTV footage to the Forum, only screenshots of individuals riding scooter were submitted. The electricity bills and disconnection notice sent via e-mail were in confirmation with the provisions of the Electricity Act. Regarding the issue of a forged signature, the Discom submitted that the Appellant, on the one hand, claimed he did not apply for re-connection, and on the other hand, claimed that his grandson had visited the Discom for reconnection and made a payment on the same day, i.e. 24.09.2024. A detailed report has been submitted by the Discom, for record-keeping purposes. The Appellant has constantly changed his stance by adding and removing allegations. It is also a fact that the Appellant is responsible for paying the bills and has delayed in doing so. In fact, the Appellant has admitted a six-month delay in payments for another premises on the ground floor of the same property. This made it abundantly clear that there is no ground for any leniency towards the Appellant.

9. The appeal was admitted and fixed for hearing on 30.04.2025²⁴. During the hearing, the Appellant was present in person and the Respondent was represented by its 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.

10. During the hearing, the Appellant reiterated his stand as in the appeal and rejoinder. He asserted that the staff of the Discom had resorted to a criminal act of trespass since the pictures of CCTV footage clearly indicated that they came at 10.33 a.m. and left with the meter at 10.39 a.m. Accordingly, the meter was removed within six minutes which proves that no opportunity was provided to any family member to confront them, and examine the authority for action, and deprived them of any opportunity to receive or signed any papers. Therefore, the statement of the Respondent to have been given them access by the female member was not tenable. He also denied about service of any previous disconnection notice under Section 56 (1) of Electricity Act, 2003.

11. In rebuttal, the Respondent reiterated its written submission(s). Advocate denied all the allegations leveled by the Appellant such as trespassing or forgery of documents. Advocate submitted that for the mistake committed unintentionally by the staff as a human error, an apology had already been submitted by the concerned official before the CGRF. In response to a query by the Ombudsman in respect to compliance with laid down



- f) Mere apology for the mischief and malpractice by Discom staff cannot suffice.
- g) Whether hard copy of bill stands restored is also not borne from record.
- h) Payment made by the Appellant against the bill on 24.09.2024, is a matter on record and not in dispute.
- i) It is clear that u/s 56(1) of IEA, 2003, Disconnection Notice dated 30.08.2024 was generated by the Discom and 15 days period had passed, but supply remained continued and no disconnection process was initiated from the Discom's end. Subsequent red bill of September, 2024 billing cycle amounting to Rs.27,420/- inclusive arrears of Rs.16,508/90 since August, 2024, due date on 25.09.2024 was sent. But before the due date, supply was disconnected and meter was removed which is unethical and in violation of laid down regulations/law. The Appellant made payment of Rs.27,420/- on 24.09.2024 at 3.03 PM and supply was restored on 26.09.2024 on restoration order. It is relevant to add that Regulation 54(1) of Supply Code, 2017, clearly stipulates that after payment, supply needs restoration within 24 hours.
- j) It is clear that there remained grave shortcomings on Respondent's part due to which appellant faced mental agony and harassment.
- k) Admittedly the electricity supply was disconnected before due date, following with removal of meter, in violation of DERC Supply Code, 2017. Moreover, the restoration of supply took two days which caused undue harassment to the Appellant which could have been avoided.

13. In the light of the above, this court directs as under:

- (i) It is a serious matter and it requires thorough scrutiny of the action of the officers who went to the spot and the supervisory officers who directed/gave orders to do so. Mere apology would not meet the ends of justice. An enquiry be instituted in the episode and officers responsible for the serious act be punished after the enquiry. There is a definite need to lay down protocol for strict compliance in the light of the guidelines in the DERC's Supply Code, 2017
- (ii) In the interest of natural justice, fair play and equity a compensation of Rs. 7,500/- is awarded to the Appellant which could be adjusted in subsequent bills.




(iii) Bill be also invariably sent to Appellant in hard copy.

(iv) Action taken report on the above points (i) & (ii) be shared with this office in next 30 days.

14. 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
01.05.2025