

**OFFICE OF 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.: 011-26144979)

**Appeal No. 11/2024**

(Against the CGRF-BYPL's order dated 28.02.2024 in Complaint No. 396/2023)

**IN THE MATTER OF**

**Shri Braham Singh**

**Vs.**

**BSES Yamuna Power Limited**

Present:

Appellant: Shri Rahul Kumar, Advocate, on behalf of the Appellant

Respondent: Shri Arvind Choudhary, Branch Manager, Shri Ravinder Singh Bisht, Legal Officer, Shri S.P. Anand, Commercial Officer, Shri Pawan Gupta (IT), Shri Mohd.Saquib Hussain (IT), Ms. Chhavi Rani, Legal Retainer and Ms. Ritu Gupta, Advocate, on behalf of BSES-BYPL

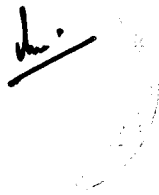
Date of Hearing: 03.07.2024 & 18.07.2024

Date of Order: 22.07.2024

**ORDER**

1. Appeal No. 11/2024 dated 28.03.2024 has been filed by Shri Braham Singh, R/o 9/7198, Gandhi Nagar, Gurudwara Gali, Delhi – 110031, through advocate Shri Rahul Kumar, against the Consumer Grievance Redressal Forum – Yamuna Power Limited (CGRF-BYPL)'s order dated 28.02.2024 in Complaint No. 396/2023.

2. The background of the case is that the Appellant, Shri Braham Singh is the owner of 9/7198, Ground Floor, Mahabir Gali, Gandhi Nagar, Delhi – 110031. According to the Appellant, on this property two connections bearing CA No. 100828534 and CA No. 100967901 existed. The outstanding dues of CA No. 100967901 were transferred to CA No. 100828534 and he was asked to pay an amount of Rs. 21,620/-. On his request, the amount was reduced to Rs.19,450/-



which was duly deposited by him on 25.11.2020 and an 'NOC' was issued by the Discom. The property had been let out and the rent from the same was his source of income. He had been regularly paying his electricity bills and has also directed the tenant to do so. During the month of August, 2023, in the electricity bill, an amount of Rs.24,380/- was shown as outstanding including old pending dues, which according to him were duly paid on 25.11.2020. Despite approaching the authorities in the Discom, no relief was provided and therefore he approached the CGRF for relief as well as protection against disconnection.

3. The stand of the Discom before the CGRF was that the dues of disconnected electricity connection bearing CA No. 150670026 of Rs.20,356/- were transferred to live connection (CA No. 100828534) installed at the same premises. The Appellant had requested the Discom to allow him to pay the transferred amount after one year, which was accepted and accordingly, the settled amount of Rs.20,356/- was deferred by locking in the system. The Discom confirmed that the Appellant made the said payment on 25.11.2020, but inadvertently, this amount was not released in the system and continued to be shown/mentioned under the category "locked/deferred". As a result, payment received against the deferred amount was shown as an "excess" and adjusted against future consumption bills. Finally, in August-September, 2023, the said mistake came to the knowledge of the Department, and consequently, the "deferred amount" was released in the September, 2023 bill.

4. The CGRF-BYPL, in its order dated 28.02.2024 observed that the Discom could not produce any documentary proof/evidence in support of its claims that the complainant had requested for deferred payment of dues. The Discom confirmed that the complainant made payment of the dues in November, 2020 but inadvertently considered this amount as "advance/excess" and kept issuing '0' payment bills for a period of almost one year, i.e., February, 2021 to February, 2022. The CGRF also observed that the connection was in use as a commercial connection, and, therefore, it opined that for the actual consumption the dues are payable by the complainant. The Forum directed the Discom to revise the bill by giving due credit of LPSC and other charges, if any. The Discom was further directed to allow the complainant the payment in installments, if desired by complainant.

5. Not satisfied by the CGRF's order dated 28.02.2024, the Appellant preferred this appeal on the ground that the mistake was made by the Discom and their staff. It is Discom, who always sent '0' Invoice Bills for the period December, 2020 to December, 2021. He further submitted that the premises, where the connection (CA No. 100828534) was installed was given on rent. After seeing the '0' amount of the bill, the tenant did not pay the bills. Moreover, the tenant, who was the user of the



electricity, has left the premises. Further, the Appellant also referred Section 56(2) of the Electricity Act, 2003, in support of his contention and the bar on the claim by the Discom.

6. The Discom, in its written submission dated 08.05.2024 reiterated the same as before the Forum. In addition, the Discom referred to the judgment, passed by the Supreme Court of India in the case "K.C.Ninan vs. Kerala State Electricity Board & Ors" in Civil Appeal No. 2109-2110 of 2004 in its written statement.

7. The appeal was admitted and fixed for hearing on 19.06.2024 and later taken up for the hearing on 03.07.2024 on the request of the Discom. After the submission of the required documents, as directed during the hearing held on 03.07.2024, by the Appellant, the final hearing was held on 18.07.2024. During the hearing, the Appellant was represented by Shri Rahul Kumar, Advocate and the Respondent was represented by its authorized representatives/Advocate. An opportunity was given to both the parties to plead their respective cases at length.

8. During the hearing on 03.07.2024, the Advocate for the Appellant reiterated the submissions filed in his appeal. The Advocate conceded that the premises, in question, had three connections, bearing CA Nos.100967901, 150670026 and 100828534. The connection bearing CA No. 150670026 stood disconnected due to non-payment of dues. These dues were transferred by the Discom to the live non-domestic connection bearing CA No. 100828534. The Advocate asserted that the case attracted Section 56 (2) of the Electricity Act, 2003, since the due amount was not reflected regularly in the subsequent bills. Advocate also invited attention to Para 5 of the CGRF's order dated 28.02.2024 whereby the Discom failed to produce any document to prove the deferment of the amount on the request by the Appellant. During the hearing, an opportunity was provided to the Advocate for the Appellant for producing the copies of the bills for the various months during the year 2022 to verify whether the outstanding dues were continuously displayed by the Discom in these bills or not. However, vide e-mail dated 08.07.2024, the Advocate indicated his inability to submit the copies of the bills as there were not readily available with him. The set of bills submitted by the Discom has already been taken on record for the purpose of the adjudication.

9. As directed on the last date of hearing i.e. 03.07.2024, the Advocate who appeared for the Appellant on 18.07.2024 submitted the copies of the Rent Agreements dated 18.07.2020 & 28.10.2021 respectively, executed between the Appellant and the two tenants, for perusal by the Court of the Ombudsman which were taken on record. Advocate further mentioned that the first tenant had left the premises on 28.10.2021. However, the Advocate did not submit copies of a few bills



for the years 2021 to 2023, as the same are not available with the Appellant, showing the disputed amount reflected continuously from February 2021 to December 2022, as claimed by the Respondent during the last hearing.

10. In rebuttal, the Advocate for the Respondent contended that the bill issued in April 2023 clearly indicated the amount, in question, as a "deferred amount". However, the Discom did not satisfactorily reply to the query about any provision in the Regulation allowing any deferment of amount apart from internal guidelines/practice by the Discom, which was clearly contrary to the revenue interest. The Discom further submitted that all the bills sent/issued from February, 2022 onwards duly mentioned the amount as a "deferred amount" under the relevant head. However, there is no request on record, in writing, for the deferment of the amount. The Advocate agreed that the mistake came to notice during the audit of accounts in 2023.

11. The Respondent during the hearing on 18.07.2024 produced copies of numerous bills generated after removal of the technical fault which indicates that the amount was shown as outstanding/ pending dues in the various bills between the years 2021 to 2023, from time to time. The Respondent admitted that the amount could not be unlocked within a time-frame but reiterated its stand with respect to bills raised during disputed period mentioning as "deferred amount" under the relevant head. However, the Respondent conceded that there are no guidelines for deferment of such payment and for keeping any payment as locked up for months and years without any follow up thereto. There was no satisfactory explanation from the Respondent for inaction to recover the amount which became due in 2014, for about a decade, non issue of any notice to the Appellant and inaction for filing a civil suit to recover the amount, as contemplated under section 56 of the Electricity Act, 2003.

12. Having taken all factors, written submissions and arguments into consideration, it is apparent that:

(a) The outstanding amount against disconnected connection (CA No. 150670026) was transferred to live connection bearing CA No. 100828534 in the name of the Appellant in the bill for the month of June, 2014 as arrear since August, 2013 (amount of Rs. 18,657.48).

(b) No record/proof with regard to the request for deferment of the transferred outstanding amount by the Appellant has been placed on record by the Discom. The Appellant has denied the claim by the Discom. Even



during the hearing before CGRF, no such record was provided and no supporting provision of the regulations/guidelines could be relied upon.

(c) A perusal of the copies of the bills from November, 2020 to June, 2023 submitted by the Discom during the hearing on 03.07.2024 and taken on record, indicates that there is no mention of an outstanding dues and in particular the amount of Rs. 20,356/- as settled and deferred as locked in the System by the Discom. It is also a matter on record that no notice at any time during the years 2020 & till June, 2023 was issued to the Appellant in respect of the outstanding liability. After rectification of technical snag during 2024, pending dues since June, 2016 are shown in the various bills, both in the copy of the consumer and prints taken by the Discom.

(d) The Discom erred in failing to up-date their accounts/record and there is blatant negligence and consequent harassment to the Appellant. This is a case of total absence of monitoring mechanism of pending bills/review at end of every quarter and financial year. The error was not detected at the end of financial year 2021, 2022 or 2023, and even no action taken during the years 2014 to 2020 when the arrears were duly reflected in the bills.

(e) Schedule-II to DERC (Supply Code and Performance Standards) Regulations, 2017, lays down performance standards specifying that billing mistakes shall not exceed 0.2%. No responsibility has been fixed by the Discom on any erring/supervisory officer.

(f) The bills for the period 25.07.2023 to 25.08.2023 and 26.03.2024 to 25.04.2024, show the amount as pending since June, 2016, with LPSC payment also due. The liability for LPSC cannot be justified when the Discom admits its mistake in locking the amount in the system, and its inaction for more than five years from June, 2016.

(g) The Appellant on his part was aware of the consumption of electricity by his tenant and the liability to pay. He did not make any efforts to approach the Discom for clarification of usage of the electricity by the tenant and blindly relied upon 'zero' bill. He was also aware of the erroneous adjustment made by the Discom against the purported surplus amount.



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

- (i) This Court upholds the order dated 28.02.2024 passed by the CGRF-BYPL.
- (ii) The outstanding dues of Rs.19,450/- paid during November, 2020, have been admitted by the Discom as received and thus not reflected as pending in the bills released between December, 2020 till June, 2023. The statement of account submitted by Discom clearly indicates the accounting for and reflection of the monthly consumption without the pending dues and, therefore, there was no escaped demand. The amount has been shown as pending on a regular basis in the various bills for over two years, hence, section 56(2) of the electricity Act, 2003 is not attracted. However, the claim for LPSC is not in order on account of acts of commission and omission on the part of the Discom.
- (iii) The outstanding amount of Rs.24,605/- as mentioned in the bill for the period August-September, 2023, is payable by the Appellant. He is provided liberty to pay the amount in four equal installments.
- (iv) CEO of the Discom may take appropriate steps for ensuring regular monitoring of pending dues on quarterly basis, and to fix responsibility for the lapses in the present case, which reflects inaction by the Accounts Division/Billing Division for many years 2020-21, 2021-22, 2022-23, etc. Why no steps were also taken for recovery of the amount during the period from 2014 till 2020 is also a matter of enquiry? Outcome of the enquiry may be shared with this office within two months.

The case is disposed off accordingly.

  
(P. K. Bhardwaj)  
Electricity Ombudsman  
22.07.2024