

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 No: 011- 26144979)

Appeal No. 17/2020

(Against the CGRF-TPDDL's order dated 06.03.2020 in CG No. 148/2019)

IN THE MATTER OF

SMT. SUNITA GUPTA

Vs.

TATA POWER DELHI DISTRIBUTION LTD.

Present:

Appellant : Smt. Sunita Gupta along with his son Shri Mohit Gupta

Respondent: Shri Ajay Joshi, Sr. Manager (Legal) and Shri Kundan S Rawat, Manager, on behalf of the TPDDL.

Date of Hearing: 18.09.2020, 26.11.2020 & 14.12.2020

Date of Order: 28.12.2020

ORDER

1. The appeal No. 17/2020 has been filed by Smt. Sunita Gupta W/o Late Shri Suresh Gupta, the registered consumer, through his authorized representative Shri Mohit Gupta, against the order of the Forum (CGRF-TPDDL) dated 06.03.2020 passed in CG No. 148/2019. The issue concerned in the Appellant's grievance is regarding the billing dispute and reconnection of the disconnected non-domestic electricity connection of the Appellant installed at his H. No. H-17/240-241, Second Floor, Sector - 7, Rohini, Delhi - 110085

2. The brief background of the appeal arises from the disconnection of the electricity supply of the Appellant on 15.09.2018, allegedly illegally from the pole by the Discom on account of non-payment of bills by the Appellant, without giving any written notice and without informing him. The Appellant submitted that the Non-



domestic electricity connection bearing CA No. 6001617512 is installed at his premises with a sanctioned load of 30 KW. The said connection was being used by his tenant vide registered lease- deed duly registered by Sub-Registrar, Delhi, wherein it is stated that the tenant is solely responsible for the payment of electricity bills and if the supply gets disconnected due to non-payment of the electricity bills, the tenant will be responsible for the same. He further stated that he himself informed the Discom vide e-mail/letter on 12.09.2018 and 14.09.2018 about the pendency of the bills against the said connection amounting to Rs.74,790/-. After getting this information, the Discom disconnected the supply illegally from the pole on 15.09.2018 without giving any prior written notice to him.

The Appellant further informed that he filed a civil suit against his tenant for the recovery of the rent, electricity bills and damages etc. in the Rohini Court which is still pending. He approached the Discom on 04.06.2019 with a request to reconnect the said electricity connection since the civil suit is pending in the Court against the tenant and further as a security amount of Rs.45,000/- is also lying with them. He further requested the Discom to show the outstanding amount in the disputed amount column of the bill and at present he is willing to pay any part payment/installment/reconnection charges etc. for reconnecting the disconnected connection. Further, as per the Appellant, the Discom on 09.09.2019 i.e. after one year of temporary disconnection raised a new bill for Rs.1,53,100/- which included fixed charges, PPAC, Surcharge, Pension Trust Surcharge, etc. of Rs.67,988/- in addition to the arrears of the previous bill of Rs.74,790/- with due date as 26.09.2019. As the Appellant was not satisfied with response of the Discom, he approached the CGRF on 29.11.2019 for redressal of his grievance but as he was also not satisfied with the order of the CGRF, hence preferred this appeal mainly on the ground that the CGRF has failed to take into consideration the fact that no notice for disconnection was issued to him by the Discom and they themselves had also admitted that the proof of delivery of the notice required for disconnection could not be retrieved from their records. Further, the CGRF has also failed to determine that the Discom did not follow Regulations 78, 50, 51, 163 of DERC Regulations, 2017, and that a security deposit of Rs.45,000/- is lying with the Discom against the said connection which was disconnected by them illegally from the pole instead of from the meter.

3. During the hearing, the Appellant argued that he has already deposited one-third amount of Rs.54,000/- out of the total bill of Rs. 1,61,960/- issued by the Discom as per the orders of the CGRF and is also ready to pay fixed charges but no LPSC should be levied on him. He also disputed the levy of additional charges viz,



PPAC, Surcharge, Pension Trust Surcharge and Electricity Tax, etc. on fixed charges and submitted that final bill has not been issued by the Discom. He also contended that when the notice for disconnection was issued by the Discom on 01.08.2018, as claimed by them, then why the supply was not disconnected within 15 days as per the provisions rather the same was disconnected only after a delay of one and half months on 15.09.2018. The Appellant denied vehemently that the notice was ever received by him as alleged by the Discom. Summarily, the main objection raised by the Appellant during the hearing was that no notice was issued to him for disconnection of the said connection and the reconnection should be done without levy of fixed and other associated charges.

In view of the above background, the Appellant has prayed that the order passed by the CGRF be set-aside and to grant other relief as deem fit and proper in the above circumstance.

4. The Discom in its reply submitted that the Appellant has filed the appeal against the CGRF's order for rectification of the bill issued against the electricity connection bearing CA No. 60016107512. The Discom further submitted that the reading based bills against the Appellant's connection were generated till 04.08.2018 wherein the bill amount was Rs.74,791.71 and the Appellant was required to clear the aforesaid dues by 27.08.2018, however, the same was not paid by him. On account of outstanding dues, the electricity supply against the connection was disconnected on 15.09.2018. After disconnection, fixed charges as per regulations were raised for the period 05.08.2018 to 14.03.2019 in the bill dated 09.09.2019. The net outstanding bill as on 09.09.2019 came out to be Rs.1,53,107.02 and by 18.11.2019, the amount of unpaid arrears accumulated to Rs.1,56,037.32 which comprises of Principal Amount of Rs. 1,38,907.44 plus LPSC amount of Rs.17,129.88 and the Appellant is required to clear the same.

The Discom also submitted that the connection was temporarily disconnected on 15.09.2018 which has since become dormant. Further, with regards to the contention of the Appellant that he is not liable to pay the outstanding arrears in view of clause 5 & 6 of the lease-deed between him and the tenant, the Discom submitted that as per the Section 2(15) of the Electricity Act, 2003, it is evidently established that the Appellant is the only legitimized consumer of the Discom and hence is completely responsible and liable for clearing the outstanding arrears raised against his disconnected electricity connection. Further, the lease-deed between the Appellant and his tenant govern the contractual and legal obligation between the Lessor i.e., the Appellant and the Lessee, i.e. the Appellant's tenant and the Discom,



not being a party to such an agreement, has nothing to do with it. Therefore, as the Discom is not a part of the said lease-deed thus the referred clauses of said lease-deed do not create or have any legal binding/obligation upon them.

The Discom further submitted that in view of the foregoing, it is evidently clear that the present amount has got accumulated due to non-payment of the electricity bills raised by them from time to time. Therefore, the apprehension of the Appellant with respect to the inflated or wrong billing is found to be on imaginary grounds. There is no valid substance in the contention of the Appellant and the same has been made with sole view to evade the justified bill demanded and the same is not tenable.

5. The Discom further contended that the CGRF has passed the well reasoned order after deliberating on each and every issue involved in the matter and the order does not have any irregularity. As per the order of the CGRF the consumption bill upto 04.08.2018 and fixed charges from 05.08.2018 to 14.03.2019 are payable by the Appellant and LPSC beyond 15.09.2018 is not to be levied. It was also directed to work out the final amount payable by the Appellant including the charges against unbilled consumption up to 15.09.2018 and for working out the unbilled consumption charges from 05.08.2018 to 15.09.2018. In addition to above, they were also directed to take appropriate action to remove the meter for preparing the final bill. In compliance to the above order, the Discom submitted that the concerned officers visited the premises of the Appellant on 05.03.2020 and 10.04.2020 for removal of the meter but the Appellant refused the removal of the meter on both the occasions. Thereafter, non-compliance intimation letter was issued and communicated to the Appellant on his E-mail ID on 22.06.2020. The Discom further submitted that in compliance to the interim order passed by the Ombudsman dated 18.09.2020, for the admissibility of the appeal, the bill for an amount of Rs.1,61,960/- was issued up to the reading available in the meter without removing the meter from the site.

The Discom denied the contents of the grounds raised by the Appellant as the same are wrong and based on mere supposition. In order to make the things clear the Discom submitted that as the Appellant did not make the payment of the bill issued on 14.07.2018 for an amount of Rs. 36,619/- therefore, a disconnection notice was issued on dated 01.08.2018. The next bill dated 09.08.2018 was issued for an amount of Rs. 74,791.71 which included arrear amount of Rs. 36,619/-. When the payment was not made by the Appellant the electricity connection was finally disconnected on 15.09.2018. The Discom further submitted that the process for recovery of dues/disconnection of connection had already been initiated much prior

to the request and intimation sent by the Appellant on 12.09.2018 and 14.09.2018. Thus, it is wrong to state that on receipt of the request from the Appellant, the connection was disconnected and therefore this contention of the Appellant does not have any merit and is liable to be rejected. Also the bill dated 09.09.2019 was issued for an amount of Rs.1,53,107/- which included fixed charges for a maximum period of six months after disconnection of connection. Thus, there is no illegality in charging the fixed charges for six months which is very much in accordance with the provisions of the Regulations and contention of the Appellant in this regards is not tenable and liable to be rejected.

The Discom also submitted that the contention of the Appellant is self contradictory to his earlier stand that disconnection was carried out on his insistence and now he has contended that disconnection was done without any information to him. Moreover, the Appellant in the suit for recovery filed somewhere in November, 2018, contended the fact of disconnection of electricity connection, which further gives strength to the fact that the Appellant was well aware of the disconnection of the electricity connection. The Appellant is feigning ignorance with the sole motive to escape the bill liability against the connection, thus the contention of the Appellant on this ground is also wrong and is liable to be rejected.

6. Regarding the contention of the Appellant for adjustment of security, the Discom submitted that as per regulations the Appellant never opted/represented for adjustment of the security deposit with the outstanding dues against the connection and hence the adjustment of security deposit along with interest accrued shall be done in accordance with the provision of Regulations. Further, as per the provisions, the temporary disconnection shall mean, when the premises of a consumer has been disconnected due to non-payment of bills up to a period of six months and during the period of temporary disconnection, the licensee shall not remove its service line and other equipments up to a period of six months. That in the present case the electricity connection of the Appellant was disconnected on 15.09.2018 and remained disconnected for more than six months hence he is liable to make the payment of fixed charges in accordance with the provision of the regulations for a period of six months. Regarding the disconnection of the connection of the Appellant from the pole instead of the meter, the Discom submitted that as a general practice it was carried out in such cases where there is a likelihood of resistance at site and since the connection in the present case was being disconnected on account of outstanding dues, therefore it was apparently clear that the consumer would resist disconnection of supply, hence the connection was disconnected from the pole.



With regards to the delivery of notice, the Discom submitted that notice was sent on 01.08.2018 but also admitted that at present they are not able to locate the proof of the delivery of the notice from their records. The Discom finally submitted that in the light of the submission made herein above, the outstanding dues against the electricity connection are correct and payable by the Appellant and they have acted in accordance with the provisions of the law and as per the orders of the CGRF. The Appellant by means of present appeal is seeking to escape the payment of valid dues and therefore the appeal deserved to be dismissed as the same does not have any merit.

7. Before deliberating the facts of the case and the merits thereof, its pertinent to mention here that the Appellant right from the beginning of filing the appeal adopted a very hostile attitude first by not allowing the Discom to implement the orders of the CGRF which directed him to allow the Discom to hand over the electricity meter in dispute for the purpose of revising/preparing a fresh and final electricity bill and secondly, not depositing the one-third amount of the bill as per the CGRF's order before filing the appeal being the statutory and mandatory requirement in terms of Regulation 29(3) (vi) of the DERC (Forum for Redressal of Grievances of the Consumers and Ombudsman) Regulations, 2018 despite many reminders from this office.

Regulation 29(3) (vi) clearly stipulates as under:

The Ombudsman will not entertain a representation:

"unless the complainant has deposited in the stipulated manner, an amount of equal to one-third of the amount, that is required to be paid by him in terms of the order of the Forum with the licensee through DD or through modes as specified by the Commission from time to time and documentary evidence of such deposit is enclosed with the representation."

Thus, instead of following the laid down regulation for filing an appeal, the Appellant tried to adopt a very adamant and pressuring attitude for admitting the appeal by the Ombudsman. Despite Appellant's wrong and hostile attitude, keeping in view the concept of "Consumer Interest/Public Interest" in mind provided an opportunity of hearing on 18.09.2020 so as to provide the Appellant an initial hearing, which otherwise was not required for want of non fulfillment of necessary



statutory requirements in accordance with DERC's Regulations on the part of the Appellant.

The hearing was given so that the Appellant could be apprised of the procedure and rule position for admitting the appeal and convince her to allow the Discom to take the actual reading and removal of the meter for the purpose of preparing the final bill in accordance with the order of the CGRF, which she, however, reluctantly agreed partially and then also agreed to deposit one-third of the billed amount, as required under Regulation 29 (3) (vi) of the DERC (Forum for Redressal of Grievances of the Consumers and Ombudsman) Regulations, 2018. It is also important to point out here that after a lot of deliberations during the preliminary hearing she agreed only for allowing the Discom to prepare the bill by taking the reading of the meter at site instead of removing the meter, which was otherwise essentially required to raise the final bill as per the regulations, since her connection was under the category of permanent disconnection at that point of time. Despite her refusal to allow the Discom to remove the meter in accordance with the regulations and CGRF's order, a lenient view was taken keeping in view the "consumer's interest" and, the Discom was directed to record the meter reading at site and accordingly prepare the final bill in accordance with the order of the CGRF dated 06.03.2020. The Appellant was also directed to deposit one-third amount of the final bill so received and to submit the documentary evidence of deposit of the same if she wishes to pursue with the appeal against the CGRF's order. In any case allowing of the preparation of bill by the Discom without removing the meter from the site in the present case, will not be taken as a precedence for the future cases in any manner.

All these actions on the part of the Appellant are clear manifestation of her arrogance to get her appeal admitted without following the CGRF's order and laid down procedure for filing an appeal before this office in accordance with the DERC Regulations, 2018.

8. After hearing both the parties on 26.11.2020, the order was reserved but on the very next day on 27.11.2020, the Discom submitted some documents/records related to Service of Disconnection Notice by Hand and SMS sent/delivered to the Appellant for consideration. In addition to the above, the Discom also prayed to provide an opportunity for a hearing in accordance with Regulation 33 of DERC Regulations, 2018, in order to place the above referred documents on record. These documents were observed to be relevant for the judicious decision of the present case and accordingly another hearing was fixed for 14.12.2020. However, the



Appellant objected to the conduct of this hearing. In this regards the plea of the Appellant that the hearing cannot be held under this regulation and that the review of a case can be invoked only after a final order is passed by the Court is not admissible.

Further fixing up a hearing at any stage before the pronouncement of the order totally depends upon the wisdom of the court as per judicial jurisprudence. Since the Discom had placed certain facts which needed the version/response of the Appellant too for want of fairness, equity & justice, accordingly the hearing was fixed so as to give the Appellant also an opportunity to present/explain his position on the facts as brought out/presented by the Discom subsequently. Since this Court is not bound by the CPC provisions, every case can be dealt with conforming to the principles of fair play and natural justice so as to arrive at a fair and judicious decision as also prescribed under Regulation 15(16) and Regulation 36(6) of DERC (Forum for Redressal of Grievances of the Consumers and Ombudsman) Regulations, 2018. The Regulation 36(6) clearly stipulates as under:

"Subject to these Regulations, the Forum and the Ombudsman shall be guided by the principles of natural justice and shall have powers to regulate their own procedure."

Further, the contention of the Appellant that this hearing on 14.12.2020 should have not been held is not admissible, as it's to the wisdom of the Ombudsman that if any evidences on the facts heard earlier are adduced by a Party, the other Party must also be given an opportunity to be heard on those evidences so that they could also place their arguments for or against on the principles of justice, equity & fairness, before pronouncing its judgement. This entails the principle of "audi alteram partem" which means "listen to the other side" or let the other side be heard as well. Thus, it is the principle that no person should be judged without a fair hearing in which each party is given the opportunity to respond to the evidence given against them. Hence, the contention of the Appellant on this account is null and void.

9. After hearing both the parties at length on 26.11.2020 & 14.12.2020 and considering the material on record, the basic issue revolves around the fact that the Appellant filed a complaint for reconnection of his connection, rectification of the bill, change of category along with reduction of the sanctioned load of his connection bearing CA No. 60016107512. In view of the above background, the various issues



as raised by the Appellant which needs to be deliberated and decided are taken up as under:

(a) With regards to the first issue as to whether the disconnection of the electricity supply of the Appellant was correctly carried out by the Discom or not, it is observed that the Appellant has admitted in his submission that she herself informed the Discom through her e-mail dated 12.09.2019 and again by letter dated 14.09.2019 that a huge amount was pending against her subject cited connection and on her information only the connection was got disconnected temporarily on 15.09.2018. Further, it is also observed that a notice dated 01.08.2018 had already been served by the Discom for disconnection under section 56(1) of the Electricity Act, 2003 on account of non-payment of the outstanding dues for the month of July, 2018 well before the intimation sent by the Appellant on 12.09.2018 and 14.09.2018. In view of above since the payment against the connection was not made by the Appellant for the month of July, and August, 2018, the Discom was well within its rights to disconnect the supply of the said connection after serving the due notice to the Appellant. Hence, the contention of the Appellant in this regards is not tenable and it is held that the action of the Discom in disconnecting the supply on account of non-payment of dues is in order and is as per the extant regulations. The regulation 50(1) of the DERC Regulations, 2017 has been rightly followed by the Discom and the objection of the Appellant in this regards is not in order.

(b) During the course of hearing the Appellant argued that disconnection was carried out without serving any notice to him and was wrongly disconnected from the electricity pole instead of from the meter. The Discom although insisted and confirmed that the notice dated 01.08.2018 was indeed sent to the Appellant on his registered address as per their records, which at that time was occupied by his tenant, but they however showed their inability to produce any proof of having served the notice to the Appellant. The Appellant however denied of having received the notice for disconnection and argued that the Discom should be penalized for not having followed the due procedure. Coming to the procedure for carrying out the disconnection, Regulation 51(1) is applicable in the present case and the contention of the Discom that pursuant to service of disconnection notice to the Appellant, his electricity was disconnected, is found to be tenable and also is in compliance with the regulation. The Appellant's contention that he had written to the

Discom regarding the recovery of dues from his tenant on 12.09.2018 and 14.09.2018 is the reason of disconnection of his supply on 15.09.2018 by the Discom is not relevant because even then in any case a due process of law i.e. mandatory process of sending the notice at the registered address of the Appellant has been duly followed by the Discom. The CGRF has rightly concluded in their order that the Discom proceeded for disconnection based on their notice dated 01.08.2018, which was served before the Appellant had approached them. Hence, the contention of the Appellant in this regards cannot be sustained.

(c) In addition to above, it is also observed that the notice dated 01.08.2018 shows the outstanding defaulted amount of Rs.36,610/- being electricity consumption charges as per billing month of July, 2018 and as per the Discom, pursuant to this notice, the electricity of the Appellant was disconnected on 15.09.2018. The Appellant however argued again and again that he did not receive the said notice. In this regards, the CGRF has opined that as submitted by the Appellant herself that her tenant M/s Paramount Coaching Centre Pvt. Ltd. was occupying the premises and she was not regularly visiting the premises, therefore, in all probabilities she might not be aware of service of notice to the tenant who otherwise was also having some dispute with her. However, here comes the operation of Regulation 78, which stipulates that the responsibility of showing the proof that the notice has been issued shall be of the licensee. Initially during the hearing in CGRF as well as before Ombudsman during the hearing on 26.11.2020, the Discom could not produce any proof to substantiate that the notice has been issued/delivered but just on the next day of the hearing i.e. on 27.12.2020, after the order was reserved on 26.11.2020, the Discom came up with a letter dated 27.11.220 along with some annexures with a copy to the Appellant regarding proof of having issued the notice. Through this letter the Discom submitted that the record of service of disconnection notice is not maintained by them in physical form, however, the same is being retained by them in their computerized system. They submitted a copy of the report for POD (Proof of Delivery) details and SMS details, drawn from their digitally maintained computerized system, of having served the notice by hand and through SMS. The same were taken on the record. The Discom also submitted that in view of the above documents, showing the issue/service of notice by hand and through SMS, they have duly complied with the provisions of Regulation 78.



The Appellant instantly on the same day through e-mail dated 27.11.2020 countered the claim of the Discom and submitted that all the information provided by the Discom is forged and fabricated excel sheets and have been created by them. The Appellant also objected to the records produced by the Discom on the plea that the same are not accompanied by any certificate u/s 65(B) of the Indian Evidence Act, which is required to be produced by a person under whose care and custody the computer has been kept. Also, there is no averment in the review application of the Discom as to why the said records could not be furnished before the CGRF and Ombudsman earlier. Further, the Appellant also countered that the Mobile NO. 8826769668 claimed to be pertaining to Late Shri Suresh Gupta in the report of POD details filed by the Discom is unknown to her and does not belong to Late Shri Suresh Gupta, the Registered Consumer and the report so filed is a clear attempt to overreach the short comings of maintaining the proper record by the Discom. The Appellant also objected to the fact that the documents filed by the Discom do not bear any rubber stamp, signatures/e-signatures of any official of the Company/Discom and further contended that at this stage when the order has been reserved, the above documents as submitted by the Discom cannot be considered.

In this regards, the regulations emphasize that the evidences/ documents which after due diligence could not be put forth earlier can be considered even after passing the order. This further shows that regulations provide ample opportunity to the contesting parties to place records in order to reach at conclusive judgement. In view of the same, the contention of the Appellant that the Discom cannot put forth the documents at this stage after the order has been reserved is not sustainable. Therefore, in the interest of justice another hearing was fixed for 14.12.2020 in order to provide opportunity to both the parties to put forth their point of view on the subject matter.

(d) During the hearing on 14.12.2020, the Discom admitted that the said record could not be produced mistakenly by them earlier at the time when the matter was heard before this office. They further submitted that from the perusal of the records, it is clear that the disconnection notice had been served by hand as well as through SMS to the Appellant. These computerized facts cannot be claimed as forged and fabricated and hence the provision of Regulation 78 has been duly complied with by them. However, they are also ready to submit the stamped and signed copies of the electronic



evidences, the certificate U/s 65 (B) of Indian Evidence Act and the report of POD details and SMS details in the form of an affidavit duly notarized. In view of above, the Discom was asked to submit the certificate U/s 65(B) and the information regarding issue and delivery of notice in the form of affidavit duly notarized by 16.12.2020 positively, with a copy to the Appellant. The counter reply filed by the Appellant on 14.12.2020 was also taken on record. The Appellant was also asked to submit the counter statement to the affidavit of the Discom, if she so desires latest by 21.12.2020.

The Discom submitted all the documents viz, the Affidavit regarding the issue/delivery of the disconnection notice by hand and through SMS, certificate U/s 65(B) (4) of the evidence act and signed/stamped copies of the report of POD details & SMS details vide their additional submissions on 16.12.2020. The same were taken on record. Through the additional submission the Discom again submitted the same pleadings as reiterated earlier and is a matter of record. However, they reaffirmed that in view of this affidavit and certificate u/s 65(B) as submitted by them it is quite clear that the Appellant had been served with the required notice for disconnection and they have complied with the provision under regulation 78. In response to the affidavit filed by the Discom, the Appellant filed a counter-affidavit dated 21.12.2020 vide which she claimed that neither her husband nor she had received any disconnection notice dated 01.08.2018 and the mobile number 8826769668 which as per POD details filed by the Discom, is unknown to her and also does not belong to Late Shri Suresh Gupta. Further, she also added that she has never received any SMS stating disconnection notice, intimating outstanding dues and notifying disconnection on any mobile number from the Discom. The Appellant also submitted a written statement wherein she again reiterated the same plea as submitted during the earlier hearings and is a matter of record. The counter affidavit and the written submissions dated 21.12.2020 of the Appellant were also taken on the record.

(e) In the background of affidavit and counter affidavit filed by the Discom and the Appellant respectively, it may judiciously be noted that it is beyond the purview of this office to adjudicate upon on the authenticity of both the affidavits for want of substantial and accurate supporting evidences with regards to the contents of the affidavits.

However, in the light of the POD & SMS details as submitted by the Discom, it can be conveniently construed that the Discom has issued the



required disconnection notice dated 01.08.2018 to the Appellant and later on the disconnection was carried out by the Discom as per the provision of the regulations. From the records available it is evidently clear that the issue of service of notice does not mitigate the fact that the Appellant herself claimed that on her request only the disconnection of connection was carried out and even default/non- payment of dues against the connection was well within her knowledge. It is also important to note that the Appellant did not approach even after disconnection of the connection for restoration or removal of the meter. Further, since the Appellant had herself approached the Discom regarding the pending dues against the connection which makes it abundantly clear that she was well aware of dues and the same must have been notified to her from time to time by way of delivery of the notice or through SMSs' etc. The Appellant during the entire proceedings had been maintaining that the disconnection was carried out consequent to her E-mails/letter dated 12.09.2018 and 14.09.2018 and on the other hand has alleged that the disconnection was carried out without any notice. From the e-mails, supra, she was apprehending further usage of electricity supply without payment by her tenant, therefore, she even seemed to be desiring of the disconnection to be expedited. In view of above, it is held that the Discom has duly complied with Regulation 78 of the DERC Regulations 2017, and the contention of the Appellant that the disconnection of the connection has been carried out without service of notice is not sustainable.

(f) Now taking up the issue as raised by the Appellant regarding how and why her connection was disconnected from the pole instead of disconnection from the meter. In this regards, it is important to note here that as per order of the CGRF, the Discom was directed to work out the final amount payable by the Appellant including the charges against unbilled consumption up to 15.09.2018 and for working out the unbilled consumption charges from 05.08.2018 to 15.09.2018 the Discom was also directed to take an appropriate action to remove the meter. In order to comply within the said direction of the CGRF, the officials of the Discom visited the premises of the Appellant for obtaining the final reading after removal of the meter but the Appellant refused to get the meter removed and did not allow them to comply with the directions of the CGRF. Since the final bill could not be prepared by the Discom, the Appellant did not deposit the one-third mandatory amount for the admission of her appeal. In the interest of justice a preliminary hearing was kept on 18.09.2020 for discussing the issue of admissibility of the appeal. During the hearing the Appellant was quite adamant that her meter should not

be removed but she relented finally and allowed the Discom to get the reading of the meter without removing it. In view of above, it is quite evident that the Appellant was not allowing to remove the meter even during the preliminary hearing and therefore the contention of the Discom that the said connection was disconnected from the pole, which as a general practice is done so in the cases where there is a resistance at site, is in order. In totality of the facts, the possibility of resistance or dispute at the site cannot be ruled out. Therefore, there is no infirmity in the action taken by the Discom in disconnecting the connection from the pole and the objection of the Appellant on this count is not sustainable.

Further, since the tenant of the Appellant was the occupier of the premises with whom the Appellant had some dispute and case was pending in the Court, after issuance of the notice eventually the disconnection was to be carried out in any case. So the disconnection from the pole does not alter the fact that disconnection of the electricity supply was carried out by the Discom pursuant to their notice.

(g) With regards to the next issue of the liability of the Appellant to pay the dues, the CGRF has rightly concluded in its order that the Discom cannot be made a party to any dispute between the Appellant and her tenant as the Discom has nothing to do with such tenancy agreement. Therefore, it is the responsibility of the registered consumer to ensure that electricity bills are regularly paid by her tenant, more so in case where the Appellant herself is a registered consumer. Since, in the instant case the registered consumer is the Appellant herself and not the tenant, so it was for the Appellant to ensure timely payment of the bills.

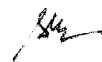
(h) The contention of the Appellant that fixed charges along with associated taxes and surcharges for six months are not payable by her, is without any merit and frivolous in nature. The supply of the connection of the Appellant was disconnected w.e.f. 15.09.2018 and since the connection remained disconnected for more than six months, therefore, in terms of Regulation 19(7) this will be treated as a permanent disconnection. Further, as per the regulation consumer is liable to pay fixed charges upto the date of reconnection, whereas in the present case since the payment due was not made by the Appellant upto six months after the temporary disconnection, hence the case falls under the category of permanent disconnection and therefore the Appellant is liable to pay the fixed charges of six months to the



Discom. Further, the Discom has rightly charged additional surcharges, PPAC, Pension Trust Charges, etc. on the basic fixed charges as per the regulations and the applicable tariff order for that period and hence this contention of the Appellant is also misconceived. Hence, the Appellant is liable to pay the fixed charges for six months along with associated charges which is as per regulations.

(i) Taking up the next issue as raised by the Appellant regarding correctness of the bill, the CGRF has correctly summarized the details of the dues to be paid by the Appellant and has left no discrepancy in its order, which is crystal clear. The apprehensions raised by the Appellant in this regards are misconceived and are not sustainable. In short the dues which are against the consumption bill upto 04.08.2018 and fixed charged from 05.08.2018 to 14.03.2019 are payable by the Appellant as per the regulations. Further, the Appellant is also liable to pay unbilled consumption charges for the period 05.08.2018 to 15.09.2018 as during this period the supply was connected but the Discom could not raise the final bill as the Appellant had resisted the removal of the meter which was necessary to find out the actual consumption during the aforesaid period. In addition to above, during the hearing on 26.11.2020 the officials of the Discom explained all the contents of the bill in details to the Appellant thus leaving no doubt as far as the various components of the bill are concerned. Thus, the bill has been rightly prepared and raised by the Discom which is as per the instant regulations and the applicable tariff order.

(j) Regarding the issue of whether the Appellant can be allowed to retain the cables/wirings at his premises and get it used in case of reconnection of electricity of her supply, it is observed that the supply was disconnected by Discom on 15.09.2018 and later on the meter as well as the service line could not be removed by them due to the resistance from the Appellant. As the connection remained disconnected for more than six months, it falls under the category of permanent disconnection. As such the Discom cannot be compelled to retain the service line cables/ wires at the premises. Further, as the Appellant also wants reduction of the sanctioned load and change of category, she will have to apply afresh by completing all the commercial formalities and under the circumstances the Discom will be at liberty to examine whether the existing service line can be used for reconnecting the supply. The CGRF has rightly concluded that in case the existing service line can be used, the Appellant should not be charged SLD charges. Further, the

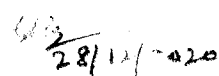


issue whether existing cables/wirings can be used or not, will be solely decided by the Discom considering the technical suitability and safety aspects of the existing service line. In any case, this reconnection will be treated as a new connection and the Appellant will be required to pay the security charges as applicable and may not be charged SLD charges in case the existing cables/wirings are used.

(k) Further, since the present connection comes under the category of permanent disconnection, the Appellant if she so wishes, be provided with new connection after payment of all the outstanding dues and completion of all commercial formalities only. For the new connection the Appellant is at liberty to decide the load requirement and category of the new connection. In view of above, the Discom is directed to work out the final bill and amount payable by the Appellant after removing the meter. The security of Rs.45,000/- along with the interest accrued there upon as per the regulations and the one-third amount of Rs.54,000/- already deposited by the Appellant be adjusted from the final bill. The LPSC should be levied upto 15.09.2018 only as per the order of the CGRF.

Against the above background, in order to get the new electricity connection, after settlement of the final bill, the Appellant is at liberty to apply for new connection after completion of all the commercial formalities and the Discom will process the application within the time frame given in the regulations.

Hence, no substantive case is made out for any interference with the verdict of the CGRF and the appeal is disposed of accordingly.


(S.C.Vashishta)
Electricity Ombudsman
28.12.2020