

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. 19/2021

(Against the CGRF-BRPL's order dated 12.04.2021 in CG. No. 06/2021)

IN THE MATTER OF

Shri Dinesh Kumar Saini

Vs.

BSES Rajdhani Power Limited

Present:

Appellant: Shri Dinesh Kumar Saini

Respondent : Shri R.N. Meena, DGM, Shri S. Bhattacharjee,
Sr. Manager, Shri Parveen Dalla, C.O. and Shri Deepak Pathak,
Advocate, on behalf of BRPL

Date of Hearing: 24.09.2021

Date of Order: 07.10.2021

ORDER

1. The Appeal No. 19/2021 has been filed by Shri Dinesh Kumar Saini against the order of the Forum (CGRF-BRPL) dated 12.04.2021 passed in C.G. No. 06/2021. The issue concerned in the Appellant's grievance is regarding the non-adjustment of differential security amount by the Discom (Respondent) against his E-Rickshaw connection bearing CA No. 152781502 installed at J-60, Street No. 38, Rajapuri, Uttam Nagar, New Delhi -110059.

2. The brief background of the appeal arises from the facts that the Appellant was aggrieved by the receipt of incorrect bill on account of charging of tariff and fixed charges etc. against his electricity connection by the Discom on the basis of 'Non-Domestic' category instead of 'E-Rickshaw' charging category. This discrepancy came to the knowledge of the Appellant when he received his bill against the said connection in the month of December, 2019. The Appellant

initially pursued his case with the Discom but as his grievance was not getting resolved so he approached the CGRF for resolution of the discrepancy. The CGRF got the issues resolved and observed that it is clear from the bills and calculation-sheet provided by the Discom that tariff has now been changed from 'Non-domestic' to 'E-Rickshaw' category and the bill has also been revised for the period from 17.05.2019 to 19.11.2019. Further, after November, 2019 bills have been raised by the Discom on 'E-Rickshaw' category basis and the excess fixed charges have also been adjusted in the bill for the month of February, 2021. Finally, the net credit amount as on dated 11.02.2021 is Rs.4,343.29 and amount payable by the Appellant after adjustment of fixed charges came out to be Rs.3,640/-. Further, excess security deposit amount of Rs.4,000/- paid by the Appellant has also been adjusted in the month of January, 2020. The Appellant has also paid up the amount of Rs. 3,640/- which became payable after adjustment of fixed charges, during the period from May, 2019 to November, 2019. The CGRF finally concluded that in view of the facts that the bill has been revised and tariff has been changed as per the applicable category, the grievance of the Appellant stands resolved and nothing remains to be adjudicated.

3. But as the Appellant was not satisfied with the calculations of adjustment of security deposit of Rs. 4,000/- as submitted by the Discom during the hearing in the CGRF, hence preferred this appeal. The Appellant has submitted that during the hearing in the CGRF, the Discom had submitted misleading information regarding the adjustment of security amount of Rs.4,000/- in the month of January, 2020. Secondly, the Discom has also not provided the credit of Rs.4,343/29 in the month of January, 2020, rather kept the amount with them for whole one year and provided the credit only in the month of February, 2021. This aspect was ignored by the CGRF. Hence, in view of above, the Appellant has prayed to get the difference of the Security Amount, which was not adjusted in the month of January, 2020, as claimed by the Discom, be got provided to him and further an interest on the credit amount from January, 2020 till the actual adjustment in February, 2021 may also be got credited to him by the Discom.

4. The Discom in its reply submitted that the order passed by the CGRF has already dealt in with all the issues, as raised in the instant appeal, properly and to the entire satisfaction of the Appellant. The Discom further explained that the grievance of the Appellant was for change of category from NDLT to E-Rickshaw and revision of the bill as per the units, category and fixed charges etc. In this

regard the Discom submitted that the bill for the relevant period has been revised and fixed charges have also been revised accordingly. As per the records, tariff has been changed from NDLT to E-Rickshaw category w.e.f. 17.05.2019 to 23.12.2019 and bill has been revised for the same period. Fixed charges have been adjusted w.e.f. 17.05.20219 to 23.12.2019, and the bill was also revised in January, 2020. Further, fixed charges amount has been adjusted in the bill of the month of February, 2021 and the net credit amount on dated 11.02.2021 was Rs.4343.29. The credit of differential security deposit was already given effect in the billing month of January, 2020, however, credit effect of revised bill could not be posted due to technical error in SAP system and the same was given effect only in the month of February, 2021. The non-posting of credit effect in the revised bill for consumed units was inadvertent technical error beyond the control of Discom. Since this issue of interest on delayed credit effect of revised bill was neither agitated nor any finding thereon was returned, hence no action was taken thereon as the Discom had already redressed the grievances of the Appellant. However, in the instant appeal, the Appellant has prayed for interest on the credit amount for the delayed period and taking into consideration, the interest was computed to Rs.364/- for the period of January, 2020 to February, 2021 and same shall be credited into the bill of the Appellant and shall be adjusted against the future demand. The interest has been calculated as per policy and circular.

The Discom further contended that the total bill amount was Rs.7,985.62 and amount payable after adjustment of fixed charges came out to be Rs.3,640/-. The security deposit amount of Rs.4000/- has already been adjusted in the month of January, 2020. The contention of the Appellant is that since the bill was revised in January, 2020 and the credit effect was given in February, 2021, therefore the Appellant is seeking interest and compensation for giving credit effect of the revised bill benefits. This relief/prayer was neither pleaded nor was dealt by the CGRF and as such no intervention is required on the pleading made in this Appeal. It is pertinent to mention here that the Appellant has made only the following payment during the disputed period:

(i)	22.07.2019	- Rs. 720.00
(ii)	13.08.2019	- Rs. 570.00
(iii)	08.11.2019	- Rs.1,750.00
(iv)	11.12.2019	- Rs. 600.00

In view of the above stated facts and submission along with documents annexed, the Discom prayed that the Appellant has no case on merit and the same deserves dismissal.

5. After hearing both the parties and considering the material on record, it is observed that all the issues as raised by the Appellant were resolved by the CGRF to his satisfaction. However, from the contents of the appeal and the discussions during the hearing, the issues which yet remain to be clarified again by the Discom are regarding the adjustment of the excess security deposit amount of Rs.4,000/-, interest on the delayed payment/adjustment of the credit amount for the period from January, 2020 to February, 2021 and the alleged difference of fixed charges of Rs.1,010.80.

During the hearing, the Discom conveyed and explained that the excess security amount of Rs.4,000/- had been adjusted through the various bills issued for the period from December, 2019 onwards till June, 2020. However, the Appellant had brought out his own set of calculations according to which the total amount of Rs.4,000/- has still not been adjusted/credited to him. In view to reconcile the calculations both the parties were directed to discuss and deliberate the issue, there and then, in order to close the case. But even after discussing the matter for quite some time, the Appellant and the Discom could not reach to a conclusion, as to whether the whole amount of Rs.4,000/- had been adjusted/credited to the Appellant or not. Therefore, the Discom was directed to submit the detailed calculation-sheet in the form of a statement depicting the adjustment of Rs.4,000/- (excess security amount) by 27.09.2021, with a copy to the Appellant. Further, in case there is some discrepancy in the amount of security deposit, which still remains to be refunded to the Appellant, the same should be clearly mentioned in the statement. Accordingly, the Discom submitted its statement dated 27.09.2021, which was taken on record. The copy of the same was also sent to the Appellant by speed-post on 28.09.2021, the proof of which was also enclosed by the Discom for the purpose of record.

The statement as submitted by the Discom was perused and from the analysis of the details of the amounts credited by the Discom, it is concluded that the entire amount of Rs.4,000/- has been rightly credited to the Appellant by way of adjustments in the bills for the months from December, 2019 to June, 2020 by the Discom. Hence, nothing remain to be adjudicated in the matter of adjustment of excess security amount of Rs.4,000/-.

As regards the interest on the delayed payment of the credit amount for the period of delay from January, 2020 to February, 2021, the Discom has already computed the interest of Rs.364/- as per the instant regulations and have agreed to credit the same in the bills of the Appellant. Accordingly, the Discom is directed to adjust the amount of interest against the future demand bills of the Appellant. Now, coming to the last issue of the Appellant regarding the alleged difference of fixed charges of Rs.1,010.80, it is quite evident from the analysis of the calculation, as submitted by the Discom, that the entire fixed charges have been adjusted by the Discom w.e.f. 17.05.2019 to 23.12.2019. The contention of the Appellant in this regards is misconceived and is not tenable.

Hence, in view of the above background, it is concluded that all the issues of the Appellant are settled and nothing survives to be adjudicated in the matter. The appeal is disposed of accordingly.

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1/10/21
(S.C.Vashishta)
Electricity Ombudsman

07.10.2021