

J/c

**Office of Electricity Ombudsman**  
(A Statutory Body of Govt. of NCT of Delhi under the Electricity Act, 2003)  
**B-53, Paschimi Marg, Vasant Vihar, New Delhi – 110 057**  
(Phone No.: 32506011, Fax No.26141205)

**Appeal No. F. ELECT/Ombudsman/2008/227**

Appeal against Order dated 19.09.2005 passed by CGRF–NDPL in CG.No. 0388/07/05/SKN.

**In the matter of:**

Shri S.K. Bhardwaj - Appellant

**Versus**

M/s North Delhi Power Ltd. - Respondent

**Present:-**

**Appellant** Shri S.K. Bhardwaj was present alongwith his son  
Shri Atul Bhardwaj

**Respondent** Shri H.L. Verma, HOG( Commercial)  
Shri Gagan Sharma, Sr. Associate (R&C) and  
Shri Vivek AM (Legal) attended on behalf of NDPL

**Dates of Hearing :** 29.01.2008

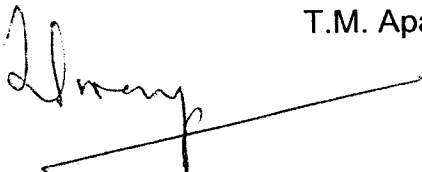
**Date of Order :** 04.02.2008

**ORDER NO. OMBUDSMAN/2008/227**

1. The Appellant has filed this appeal against the orders of the CGRF – NDPL dated 19.9.2005 in case CG No. 0388/07/05/SKN as no relief was given by the CGRF in respect of refund of Rs. 37,006/- paid by the Appellant in 1998 and the waiver of surcharge levied.
2. The back-ground of the case is as under:

The Appellant has stated in the appeal that:

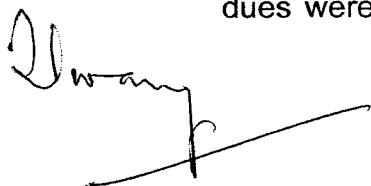
- a) He is the owner of the commercial premises No. 101-A, Shakti Kiran building, 2&3 Roop Nagar, Delhi-110 007 which is one of the 25-30 commercial flats in the building constructed by M/s T.M. Apartments Pvt Ltd., Connaught Place, New Delhi.



- b) The Appellant approached the DVB for an independent connection for his premises in January 1998.
- c) The DVB asked him to deposit a sum of Rs. 37,006/- towards the dues of a disconnected bulk connection in the building in the name of the builder M/s T.M. Apartments Pvt Ltd, before an individual connection in his name could be sanctioned.
- d) The Appellant also requested DVB to give him a new connection on the basis of payment of pro rata dues against the disconnected bulk connection in the name of M/s T.M. Apartments Pvt. Ltd. The Appellant's request was not accepted by the DVB and he was forced to deposit Rs. 37,006/- though the said amount was not payable by him. He states that through a petition dated 22.1.1998 addressed to DVB be represented to the AE(PS) who recommended and approved his request, which was further approved and sanctioned by the Executive Engineer of the DVB.
- e) The Appellant filed a complaint before the CGRF-NDPL on 12.7.2005 on the following two points:
  - i) Refund/adjustment of Rs. 37,006/- deposited by him at the time of release / restoration of connection bearing K. No. 133133 as outstanding dues, which otherwise was the liability of the builder i.e. M/s T.M. Apartments.
  - ii) NDPL has considered his request for reduction of load from 28.11.2003 instead of 25.7.2000, when the application for reduction of the load was actually moved by the complainant.

During the hearing before the CGRF-NDPL, it was confirmed that reduction of load has been considered w.e.f. 25.7.2000 and a credit JE amounting to Rs. 11,300/- has been prepared on this account, and the same shall be reflected in the next billing cycle.

- f) Before the CGRF, the Respondent further informed that the Appellant had applied for a new connection in January 1998 in the premises where outstanding dues of Rs. 37,006/- were pending against K. No. 133133 sanctioned in the name of M/s T.M. Apartments. The dues were got deposited by DVB as per the prevailing policy at the time under the General Conditions of Supply. The CGRF observed that the Appellant has applied for restoration/new connection in 1997, and at that time the total outstanding dues were to be recovered from the consumer entering into the premises



irrespective of the area under his possession. The practice of recovering the outstanding dues on pro rata basis was formulated by the DVB vide office order No. CO-II/P-37/99/10 dated 24.3.1999. The DVB had recovered the outstanding dues as per practice prevailing at that time. The CGRF further observed that the endorsement of 9.2.1998 of the concerned official of Distt. Shakti Nagar, which has been referred to by the Appellant, does not support his contention that his case was favourably considered. In the CGRF order, the endorsement of DVB official reads as under:

*"If agreed, we may keep this request in K. No. file and process the case for revision of the amount in case the payment is made by M/s T.M. apartments or by new incumbent ...."*

The CGRF passed the orders stating that no relief can be given to the complainant in this regard.

Not satisfied with the orders of CGRF, the Appellant has filed this appeal.

3. After scrutiny of the appeal, the records of the CGRF and the reply/comments submitted by the Respondent, the case was fixed for hearing on 29.1.2008.

On 29.1.2008, the Appellant was present in person alongwith his Son Shri Atul Bhardwaj. The Respondent was present through Shri H.L. Verma, HOG(Commercial), Shri Gagan Sharma, Sr. Associate (R&C) and Shri Vivek, Asstt. Manager, Legal Cell.

4. Both the parties were heard. The Appellant stated that he was forced to pay the dues amounting to Rs.37,006/- in 1998 when he applied for a new connection. The dues should have been recovered on pro rata basis as a request for refund of dues paid, was favorably considered by DVB officials in February 1998. The Appellant further informed that three bulk meters were installed in the building housing 40 offices and shops. The Appellant's unit is on the first floor and one meter supplies power to about 4-5 other units. The Appellant purchased the unit from an earlier owner in 1993-94 although the building was completed in 1985.

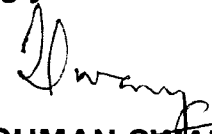
In the appeal the Appellant has stated that he is the owner of the premises whereas in his letter dated 22.1.1998, he has stated that he occupies a rented premises in the building for which the individual connection was sought. The Appellant had made a request in July 1997 to DVB for allowing him to deposit the dues in four instalments and was allowed to deposit 50% of the dues, and the balance in three instalments. The record further reveals that the Appellant had requested DVB that in case under any circumstances he is forced to vacate the premises by the

*Shri Atul Bhardwaj*

landlord, or by any other person whatsoever, then such other person may be required to deposit the above said amount and the sum of Rs.37,006/- deposited by him be refunded or credited to his account in case he occupies some other premises. It is thus observed that the contention of the Appellant is contrary to the documents produced.

5. No record was produced by the Appellant regarding the request for deposit of dues on a pro rata basis by other occupants of the building. The Appellant could not produce any other details of the case filed by him on the issue of pro rata dues before the Bijli Adalat or any other Forum.
6. The Respondent pleaded that the issue raised in the appeal is time barred. The Policy of recovering pro rata dues from occupants of such building when converting bulk connections to individual connections came later. The erstwhile DVB had earlier adopted a policy for converting existing common connections to individuals ones, in cases where the consumer cleared all outstanding dues against existing bulk connection. The Appellant had deposited the amount of Rs.37,006/- under this policy and its refund is not justified at this belated stage.
7. **After considering the facts on record and the averments of the parties, I am of the view that, there is no reason to interfere with the orders of the CGRF dated 19.09.2005. The appeal is accordingly dismissed.**

16/2 February 2008

  
(SUMAN SWARUP)  
OMBUDSMAN