

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)

Review Petition in Appeal No. 23/2021

(Against the CGRF-TPDDL's order dated 05.01.2021 in CG No.108/2020)

IN THE MATTER OF

MS RITU KOKRA

Vs.

TATA POWER DELHI DISTRIBUTION LTD.

Present:

Appellant: Shri Sandeep Kokra, Spouse of Ms. Ritu Kokra and Shri Kamal Jain, Authorized Representative

Respondent: Shri Ajay Joshi, Sr. Manager and Shri H. K. Singhal, Sr. Manager, on behalf of the TPDDL.

Date of Hearing: 17.12.2021

Date of Order: 28.12.2021

ORDER

1. In the appeal No. 23/2021, the order was passed on 09.11.2021, wherein the Discom was directed to issue the cheque in the name of the Appellant only after relevant information/details are provided by the Appellant, which may ensure the elimination of any likelihood of the demand note amount being claimed by any other claimant at a later stage.
2. In accordance to this order, the Appellant namely, Smt. Ritu Kokra, later on submitted the Bank statement from which an amount of Rs.3,61,186.80 has been shown as drawn towards preparing the demand draft. As is being claimed by the Appellant that the demand draft for an amount of Rs.3,57,000/- has been

prepared out of this amount to deposit the same as security amount for getting the electricity connection in the name of "Berlia Electrical Pvt. Ltd. Care of (C/o) Ritu Kokra" as Smt. Ritu Kokra was the co-person of the said company, which however, later on was dissolved. The Appellant has also deposited the Bank Certificate issued by the Punjab National Bank certifying that, "Demand Draft No.007960 dated 04.02.2020 of Rs.3,59,700 (Rupees Three Lakh Fifty Nine Thousand Seven Hundred only) had been issued in favour of M/S. TATA POWER DELHI DISTRIBUTION LIMITED from Current Account No.4958002100005417 of M/S. Aditya Industries (Partner Ship Firm) through cheque No.67600 dated 04.02.2020."

The Bank has further stated in this Certificate that *"this certificate is issued on the specific request of customer without any risk and responsibility of Bank and its officials."*


3. From the submitted documents, it is now apparently quite clear that the Demand Draft of Rs.3,59,700- in favour of M/s Tata Power Delhi Distribution Limited was got issued on the request of the Appellant from the Account No.4958002100005417 of M/s Aditya Industries which is a partnership firm of which 'Smt. Ritu Kokra' is also a partner.

On perusal of these documents, it may thus rightly be inferred that it was the Appellant who got deposited the Demand Draft, in question, on behalf of M/s Berlia Electrical Pvt. Ltd. as a caretaker of the said firm which subsequently got dissolved. Thus the fact remains clear that the Appellant being the caretaker of M/s Berlia Electrical Pvt. Ltd. who is at present also a partner of M/s Aditya Industries got prepared the Demand Draft in question. She has thus legitimate right to claim the said amount on the basis of the documents submitted by the Appellant. Further, from the available records as well as order of the CGRF, it may be seen that the Appellant was required to submit the proof of the Bank Account details from which the security amount of Rs.3,57,000/- has been withdrawn for making the Demand Draft in favour of Discom (Tata Power Delhi Distribution Ltd.) and which was also the requirement of the Discom in this case. Now, since the said proofs in the form of Bank statement and the Certificate from the Punjab National Bank have been deposited by the Appellant, the Respondent Discom is now obligated for sake of all fairness, justice and equity to refund the

security amount deposited in favour of the Appellant as the said amount legitimately belongs to the Appellant. The Discom does not have any legitimate right to keep it with them. In all probability and fairness, the documents submitted by the Appellant appear to meet the demand of the Discom. However, as discussed, during the hearing, the Appellant is required to submit an indemnity bond alongwith an affidavit stating that the Appellant shall be liable to indemnify all the amount reimbursed to them in case any demand is raised from any person, firm, company or any other organization towards the said security deposit which shall be adjusted from the electricity bills of the Appellant. The contents and the subject matter of the indemnity bond shall be provided by the Discom to the Appellant.

4. Accordingly, keeping in view of the facts as discussed in our earlier order and the aforesaid, the Discom is directed to refund the said security amount of Rs.3,57,000/- in favour of the Appellant i.e. Smt. Ritu Kokra after obtaining the indemnity bond alongwith the affidavit, duly notarized/registered. Since, Smt. Ritu Kokra is a partner in M/s Aditya Industries also and the said amount was paid from the account of M/s Aditya Industries only, therefore the Discom is directed to adjust/refund the said amount of Rs.3,57,000/- through the electricity bills of M/s Aditya Industries.

As such, the review petition/application stands disposed of with the above directions.


(S.C. Vashishta)
Electricity Ombudsman
28.12.2021