

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/2009/320

Appeal against Order dated 05.03.2009 passed by CGRF-BYPL in case CG. No.06/01/09.

In the matter of:

Shri Surender Singh - Appellant

Versus

M/s BSES Yamuna Power Ltd. - Respondent

Present:-

Appellant Shri S.K. Goel, Advocate attended on behalf of the Appellant

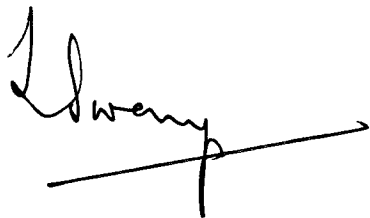
Respondent Shri Mahender Reddy, DGM, NNG
Shri Rajeev Ranjan, A.M. Legal
Shri Ravinder Singh Bisht, Asstt. Grade-III
Shri Vijay Rana, AM-CGC and
Ms. Sapna Rathore, AM-CGC, attended on behalf of the BYPL

Dates of Hearing: 17.07.2009, 30.07.2009, 25.08.2009,
08.09.2009, 17.09.2009

Date of Order : 07.10.2009

ORDER NO. OMBUDSMAN/2009/320

1.0 The Appellant Shri Surender Singh, has filed this appeal against the order dated 05.03.2009 passed by the CGRF-BYPL in case no. 06.01.2009 with the prayer that the CGRF's order may be set aside



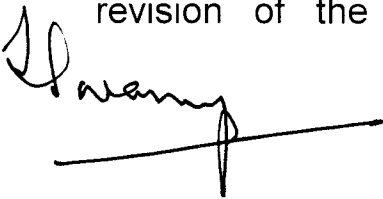
and the Respondent may be directed to withdraw the illegal demand raised for Rs.1,42,960/- in the April 2004 bill, as revised.

- 1.1 The background of the case as per contents of the appeal, the CGRF's order and the submission made by both the parties is as under:

The Appellant has stated that he had purchased quarter no. 328-C, East of Loni from the allottee Sh. Bhagwan Dass, and an electric connection vide K. No. 1260V3040216 was lying installed in the name of Shri Bhagwan Dass, the registered consumer.

- 1.2 It is the Appellant's contention that the meter installed at the premises was a defective one and was not replaced by the erstwhile DESU / DVB as well as by the Respondent. The Respondent raised a bill for a huge amount against the above connection whereas the Respondent can charge only for six months of the period when the meter remained defective. The amount charged is barred by time under the Limitation Act. Besides this the Respondent had not given the benefit of waiver of electricity dues pertaining to the DVB period i.e. prior to June 2002, to the Appellant.

- 1.3 The Appellant had sent a letter as well as reminders for correcting the bill, but no action was taken. Thereafter, the Appellant filed a complaint before the CGRF stating that the meter was defective from the DVB period and was not replaced, and requested for revision of the bill as per the DERC's guidelines and for

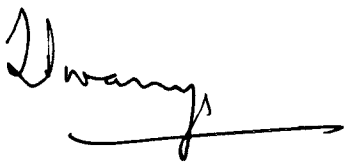


withdrawing the demand pertaining to the DVB period, alongwith the LPSC levied.

1.4 The Respondent submitted before the CGRF that the Appellant had been using the electricity connection since 1993 but had never raised the issue of the meter being defective, prior to June 2008. The Appellant had been using electricity for the last more than 15 years without making regular payments for electricity actually consumed by him. After December 2001, when accounts were settled after the meter had been changed, he had made only one payment of Rs.5,000/- on 19.05.2004. The Respondent also stated that it was the practice during the DVB period that if bills were issued on average consumption basis for three consecutive cycles, the computer system automatically reflected 'F' (faulty) remark, which meant that the reading was not recorded as per the actual consumption.

1.5 The Respondent further submitted before the CGRF that the bill has now been revised after waiving off the dues for the DVB period and as per readings recorded between 01.07.2002 to 02.06.2008, and after giving proper slab benefit, and without levying any LPSC. The payments made had also been adjusted. Thereafter, the bills have been raised as per the readings recorded by the new meter. The reading noted on 07.04.2004 was 16595.

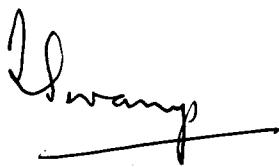
To calculate the reading as on 01.07.2002, the difference in readings from the date of installation of the first meter i.e.



03.07.1993 to 07.04.2004 was worked out to arrive at the total consumption. After giving the benefits of slabs, the reading as on 01.07.2002 was taken to be 13868.

Again the reading R-51501 was recorded on 02.06.2008. Therefore the current demand for the period 01.07.2002 to 02.06.2008 for consumption of 37633 units (51501 – 13868) comes to Rs.1,23,757.89. In addition, the current demand for the period 02.06.2008 to December 2008 based on readings recorded comes to Rs.19,423.87. The consumer has only paid Rs.5000/- on 19.05.2004, during this period. The meter no.6702 was again replaced with a new meter on 10.10.08 at the final reading '55626'. Therefore the total demand upto the reading 579 on 27.11.2008 comes to Rs.1,38,181.76, as per their calculation.

- 1.6 The Appellant refuted the contention of the Respondent before the CGRF and reiterated that his meter was defective all along and he should be charged only for a period of six months. The Appellant further stated that the Limitation Act is applicable in this case as the Respondent had revised the bill for the whole period from 01.07.2002 to 02.06.2008 which is against the spirit of Section 56 (2) of the Electricity Act, 2003.
- 1.7 The CGRF in its order observed that the Appellant's contention that the meter was defective is not maintainable as the remark 'F' in the bills, in the opinion of the CGRF, was recorded as a result of the non recording of the readings during that period. CGRF observed




that the Respondent had waived off the dues for the DVB period while working out the revised amount payable. The CGRF in its order directed the Respondent to issue a revised bill without levying LPSC and the Appellant was allowed to pay the dues so calculated, in five equal bi-monthly installments, alongwith the current dues. The Appellant was also awarded a compensation of Rs.1,000/- for the harassment caused to him.

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

2.0 After scrutiny of the contents of the appeal, the CGRF's order and the replies submitted by both the parties, the case was fixed for hearing on 17.07.2009.

On 17.07.2009, the Appellant Sh. Surender Singh was present through Sh. S. K. Goel. The Respondent was present through Sh. Mahender Reddy, DGM (NNG), Sh. Rajiv Ranjan, A.M. Legal, and Sh. Ravinder Singh Bisht, Asstt. Grade-III.

Both the parties argued their case. The Appellant produced a few bills to establish that he had been receiving two bills showing different amounts for the same period. This being a new fact, the Respondent wanted time for production of statements of account in respect of the two meters referred to by the Appellant, along with the K. No. files. The case was fixed for further hearing on 30.07.2009.

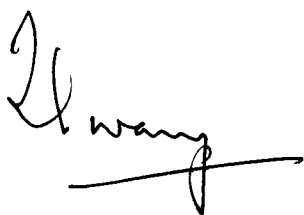


3.0 On 30.07.2009, the Appellant was present through Sh. S. K. Goel. The Respondent was present through Sh. Rajiv Ranjan, AM-Legal, Sh. Ravinder Singh Bisht, Asstt. Grade III, Sh. Vijay Rana and Sh. Mahender Reddy, DGM-NNG.

Both the parties were heard. The Respondent was directed to produce the statements of account for the periods 1993 to December 2001 and January 2002 to October 2008. The Meter Change Reports were also to be produced along with meter reading record for the Appellant's meter. Similarly, statement of account for K. No. 622137452 of Sh. Rajinder Giri was also to be produced by the Respondent as bills for this K.No. were also received by the Appellant. The case was fixed for further hearing on 25.08.2009 and documents were to be filed one week earlier.

4.0 At the hearing on 25.08.2009, the Respondent filed the Statements of Account for the periods 1993 to 2001, and from January 2002 to October 2008, for the Appellant's meters, along with copies of the meter reading record. A set of documents was also given to the Appellant for filing objections, if any, before the next date of hearing on 08.09.2009.

5.0 During the hearing on 08.09.2009, the Appellant stated that he cannot comment on the Statement of Account given on the last date of hearing, as he needed the original meter reading book extracts. It was explained by the Respondent that no meter books are written and kept after August 2003. However copies of Meter book sheets

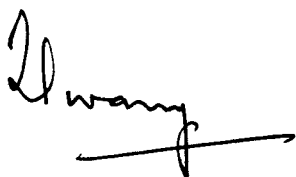


for the period 22.12.21998 to 14.08.2003 were given to the Appellant. The Appellant was asked to file his written objections, if any, by 15.09.2009, and the case was fixed for final hearing on 17.09.2009.

6.0 On 17.09.2009, the Appellant filed his written arguments. The Respondent was also given a copy. The main plea of the Appellant is that the meter has been faulty from the DVB period and that he is liable to pay only for six months as per rules. The Respondent's plea is that the meter was not faulty from 01.07.2002 onwards and the dues now being claimed are only for this period.

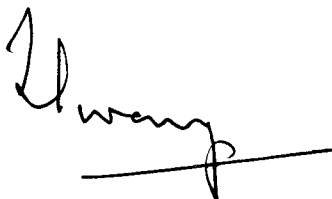
6.1 As per records i.e. the K. No. files, meter reading record, and the meter change records produced by the Respondent, and copies of the bills produced by the Appellant, it is observed as under:-

Sh. Bhagwan Dass, allottee of the premises C-328, LIG Flats, East of Loni Road, Delhi, applied for an electric connection for domestic use on 19.04.2003 and K. No. 614137452 was allotted. On 03.07.1993 meter no. 6226009 was fixed at reading '2'. This meter again recorded regular readings upto 22.08.1997 when the reading '11490' was recorded, and thereafter the same reading was recorded upto 06.10.2000. This indicates that the meter had stopped working after 22.08.1997. On 06.10.2000 the defective meter was replaced with another meter no. 2006702 at reading '16'. This meter recorded regular readings and as per the meter book readings record, the last reading available in the meter book was



'13570' as on 14.08.2003 and thereafter, the Respondent had stopped maintaining the meter reading books.

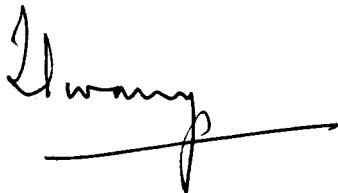
- 6.2 It appears that during the punching of the master data for the Appellant, the computer operator of the Respondent punched K. No. 622-137452 instead of K. No. 614-137452 and all other data i.e. name, address, load and meter number (6226009) were punched correctly. This fact is confirmed from the April 2000 bill issued in the name of Sh. Bhagwan Dass, Flat no. 328, Pocket -C, East of Loni Road, Delhi wherein K. No. 622137452 is indicated along with meter no. 6226009. The bill also bears the remark 'provisional bill' for an amount of Rs.42,712/- and the arrears are shown as present for more than 50 months.
- 6.3 The Respondent has confirmed that the K. No. 614137452 pertains to Sh. Bhagwan Dass where as the K. No. 622137452 pertains to Sh. Rajender Giri of Ganga Vihar. The Respondent had been issuing two bills in the name of Sh. Bhagwan Dass one under K. No. 614137452 showing provisional billing for meter no. 6226009, and another under K. No. 622137452 which was reading based billing with readings recorded by the meter no. 6702. This is evident from the December 2002 bill no. 13263 for K. No. 614137452 and December 2002 bill no. 14111 for K.No. 622137452.
- 6.4 The copy of the paid bill produced by the Appellant indicates that the August 2001 bill was based on readings recorded by meter

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no.6702 against K.No.622-137452. Part payment of Rs.11,000/- was made against the total bill amount of Rs.21,770/- by the Appellant, containing arrears of Rs.18,838/- for more than 66 months. The copy of the December 2001 bill indicates that the Appellant had made full payment of Rs.11,190/- against the reading based bill with meter no. 6702 and K.No. 622-137452.

6.5 The Respondent has clarified that, after replacement of the defective meter no. 6226009 on 6.10.2000 with the new meter no. 6702, assessment was done only for a period of six months, against the total meter defective period i.e. from 22.08.1997 to 06.10.2000 (38 months). Hence after payment of the December 2001 arrear bill, the dues were 'nil' against the Appellant. Substantial financial advantage had already been availed of by the Appellant due to the meter being faulty between 22.08.1997 and 06.10.2000.

6.6 As the Respondent had been issuing two bills simultaneously under different K. Nos. but showing the same meter No. & address in the name of the same registered consumer Shri Bhagwan Dass, this created confusion. Therefore Appellant apparently had not made any payment against either of these bills issued subsequently. In fact, the Appellant should have made the payment of the reading based bills which were being issued, showing the correct meter no. 6702 installed in his premises. It appears that the Appellant decided not to pay the reading based

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bills which were issued under a wrong K. No. 622137452, and allowed the dues to accumulate.

6.7 As per the reading record produced by the Respondent the readings of meter no. 6702 were recorded as '16595' on 07.04.2004, and '23677' on 08.12.2004, but continuously provisional bills were issued. It is not clear why 'meter defective' remark appeared in the bills when the meter was recording readings. This discrepancy was not satisfactorily explained by the Respondent.

6.8 Again the reading R-51501 was recorded on 02.06.2008, R-53522 on 27.07.2008, R-55163 on 26.09.2008 against meter no. 6702 which was replaced on 10.10.2008 at the final reading '55626'. Thus, it is evident that the meter no. 6702 was not defective as it was regularly recording readings till it was replaced. However provisional bills were wrongly issued carrying the remark 'meter faulty'. Because of these remarks, the consumer is contesting the bills and readings, pleading that he is liable to pay only for six months. The Appellant never made any complaint that his meter is defective nor was the meter tested at any stage to confirm that it was faulty. Since it was regularly recording readings it can safely be said that the meter was correctly recording the consumption. The 'meter faulty' remarks on the provisional bills can therefore be ignored.

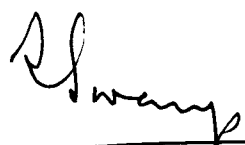
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7.0 Conclusion

It is clearly observed that meter no. 6702 installed on 06.10.2000 was working and was recording the consumption. The Respondent has produced the revised statement from which it is seen that the demand raised for the period 01.07.2002 (when the reading was 5662) to 10.10.2008 (when the final reading was recorded as '55626') is based on the actual consumption of the Appellant. The proper tariff has been levied and benefit of slabs as per provision of the tariff order has also been given. The total payable dues have been worked out on this basis and the amount of Rs.1,21,315.37 is stated to be payable, after adjusting the payments made by the Appellant. As the Appellant's contention that the meter was faulty, is not borne out by records, I hold that the amount of Rs.1,21,315.37 is payable by the Appellant. The Appellant is allowed to make the payment of the revised bill in 5 equal bi-monthly installments along with current dues.

The CGRF order is modified to the extent above. The compensation as allowed by the CGRF will stand.

7th October 2009


(SUMAN SWARUP)
OMBUDSMAN