

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. 38/2021

(Against the CGRF-BRPL's order dated 22.10.2021 in CG. No. 119/2020)

IN THE MATTER OF

Sushil Kumar Marwah

Vs.

BSES Rajdhani Power Limited

Present:

Appellant: Shri Sushil Kumar Marwah

**Respondent: Shri D. Shaily, DGM, Shri S. Bhattacharjee, Sr. Mgr.,
Ms. Nishi Sejwal, Sr. Accounts Officer, Shri Satyendra
Singh, C.O. and Shri Deepak Pathak, Advocate,
on behalf of BRPL**

Date of Hearing: 08.04.2022 & 05.05.2022

Date of Order: 10.05.2022

ORDER

1. The Appeal No. 38/2021 has been filed by Shri Sushil Kumar Marwah, against the order of the Forum (CGRF-BRPL) dated 22.10.2021 passed in CG No. 119/2020. The issue concerned in the Appellant's grievance is regarding the correction of the bill, refund with interest of security and other deposits and restoration of disconnected electricity connection (C.A No.102285201) installed at R-93, Basement, Khirki Extension, New Delhi - 110017.



2. The background of the case is that:

- (a) The Appellant approached the CGRF on 16.02.2015 for restoration of his disconnected electricity connection bearing CA No. 102285201.
- (b) The above said electricity connection was installed in the year 1999. At the time of installation an amount of Rs.12,333/- and later Rs.24,345 on 26.11.1998 and 27.09.1999 respectively were charged by the electricity service provider (erstwhile Delhi Vidyut Board - DVB) as security and other deposits. Accordingly, a total sum of Rs.36,678/- had been paid by the Appellant on account of deposits.
- (c) Since then, the Appellant had regularly paid the electricity consumption bills. He paid his last bill of Rs.13,970/- on 01.04.2010, and, thereafter, he stopped making payment.
- (d) On 21.02.2011, the Respondent sent a bill of Rs.5,853.40 for the 2623 units based on the consumption recorded in the meter of which the Appellant did not make payment. Therefore, the said electricity connection was disconnected on 24.03.2011.
- (e) The Appellant stated that on 13.02.2015, he had approached the Respondent for restoration of electricity connection, rectification of bill, adjustment of security amount and interest over the security amount. But no action was taken by them.
- (f) The Appellant approached the Respondent again but Instead of rectifying the said bill, he was handed over an alleged final bill amounting to Rs.6,923.99, without being given any details of the meter reading and others together with a remark that the connection shall be liable for disconnection on non-payment of all dues by the due date after the notice as per Section 56 (1) of the Electricity Act, 2003.
- (g) Then, the Appellant approached the CGRF with his complaint on 16.02.2015 for restoration of electricity connection. He further stated that the Respondent had charged excess amount on account of electricity consumption charges. He had paid energy consumption bills up to 3844 units, whereas the meter showed the last reading of 3392, hence, requested for refund of excess amount charges by the



Respondent. After the complaint was filed with CGRF, the said electricity connection was restored on 05.05.2015. The Appellant further stated that his complaints for fault vide No. 1079 & 1683 dated 12.5.2015 and 10.05.2015 respectively were not attended to and faulty cables fixed in 1999 were not replaced.

- (h) During this period the meter reading increased from 3392 to 3437 units. The meter still exists at site with the reading of 3437 units.
- (i) The Appellant further stated that an amount of Rs.36,678/- has been charged unauthorizedly and illegally as security deposit by the Respondent.

3. The Respondent before the CGRF stated that "in continuation to their letter No. D-116 dated 22.05.2015 and subsequent personal hearing, the supply of the complainant has been restored. They have been soliciting consumer's assistance since 2015 to get the service cable and meter replaced to prepare bill and ensuring regular billing thereafter".

Further, Respondent vide their letter dated 11.12.2015 informed the CGRF that:

- (a) The electricity connection bearing CA No. 102285201 has already been restored from the pole.
- (b) The bill for Rs.3,888/- has already been generated on actual reading upto 3392 units. It is pertinent to mention that the bill comprises of several components; viz-a-viz Energy Charges, Fixed Charges, Surcharge, Electricity Tax etc.
- (c) As the bills are based on actual reading and as per the prevalent tariff provisions, hence no case of refund is applicable.
- (d) The payment which the consumer is referring also includes Service-Line-cum-Development charges, which is non-refundable. Moreover, the Security Deposit is refundable on surrender of the electricity connection only.



In addition, the Appellant had been informed via e-mail dated 16.09.2015 and 23.09.2015 that the service line and old mechanical meter is required to be changed in order to facilitate downloading of reading and proper billing in order to service the consumer better but no response was received from his end till date.

4. In view of above, the CGRF had closed the case on 25.01.2016, stating that the Respondent submitted their reply vide letter dated 11.12.2015 informing that the matter has been resolved and now consumer is satisfied and there is no issue.

5. The Appellant again approached the CGRF in December, 2020 for the same matter and prayed:

- To reinstate the electric supply
- To rectify the bill
- To make the refund of arbitrarily charged security deposit
- To make refund of excess billing
- To award for the arbitrarily charged extra amount @ 18% interest.

6. The CGRF had registered his complaint on 16.02.2020 stating that:

"The Complainant had approached the Forum in the year 2015. Various notices were sent on 16.03.2015, 26.03.2015, 27.04.2015, 25.05.2015, 08.06.2015, 02.07.2015, 15.07.2015, 12.08.2015, 07.09.2015, 24.09.2015, 28.10.2015, 26.11.2015, 09.12.2015 and 11.01.2016. It appears that the complainant did not appear on the date fixed for hearings. File was closed on non-appearance and respondent was directed by the Forum to give the detailed reply. Respondent submitted the reply in detail and thereby mentioning that the bill was of actual reading and wherever the revision was required, the same was done. Since the complainant did not appear for all the 14 hearings, the case was closed. But since he has approached again, a new CG No. to be allotted to him and the complaint must be treated as a fresh case."

7. In response, the Respondent replied vide letter dated 18.01.2021 that earlier this case was registered vide Case No. CG.55/2015. Out of 14 personal hearings given by the Forum, he had attended only one hearing. His grievance was redressed to his satisfaction and Action Taken Report was also sent to the



CGRF vide their letter dated 11.12.2015. Accordingly, his case was closed in the CGRF. Thereafter, he has not turned up for the last five years for any grievances. Now, he has come up with the same grievance. Further, he had neither responded to their calls nor the site could be accessed as being permanently closed.

Further, the Respondent vide their letter dated 16.09.2021 stated that:

- (i) The connection bearing meter no. 9926700D1 was installed since the period of Delhi Vidyut Board, after the completion of necessary commercial formalities. At that time the applicable security deposit was only Rs.150/- per KW for commercial category. As it was 2 KW electricity connection so the Security Deposit was of Rs.300/- only.
- (ii) On 19.12.2002, the old Mechanical Meter bearing No. 9926700D1 was changed with the new electronic meter bearing No. 22845907. The Respondent's team left the old mechanical meter at site, as the Appellant did not allow its removal.
- (iii) As the company was under transition phase and the meters were replaced in bulk, so the proper monitoring of the replacement record could not be done at that time. However, the records were updated later. The electronic record of the company clearly shows that the new electronic meter was installed at the premises.
- (iv) The complainant made regular payments and never raised any objection against the electricity bills raised for the period upto 24.02.2010 for 1953 units. The due amount of Rs.13,970/- was paid by him on 01.04.2010. Hence, it is considered that there is no issue upto this reading. Thereafter, the Appellant stopped making payments of electricity dues. As on 21.02.2011, the meter was showing reading of 2623 units. A bill raised on the basis of actual downloading reading of 2623 units was for Rs.5,863.40 (including all charges). The Appellant deliberately failed to make payment of outstanding dues. Left with no other option, his electricity was disconnected and the meter was removed on 24.03.2011 with the final reading of 2632 recorded by the meter. After the



disconnection, a final bill of Rs.6,611/- was issued till the month of September, 2011 (upto 6 months from the date of disconnection).

(v) The complainant never raised an objection against the above said bill till 2015. Thereafter, in order to get the benefit of the mechanical meter existing at his premises, he started raising different issues. After the consumer filed a complaint with CGRF in the year 2015, the supply was restored with the existing old mechanical meter. However, the dues of the complainant remained the same.

(vi) The Respondent further submitted that when the complainant again moved the CGRF for the same matter in 2020, an inspection was carried out on 17.02.2021. It was found that the old mechanical meter was existing in the premises at an inaccessible position and a photograph taken displayed the meter reading as 3437. Thus, an incremental reading is shown which is feasible only, after consumption of the electricity. This confirms and supports the actual consumption of electricity at the premises and the complainant instead of making payment of outstanding dues, trying to get benefit of his own wrongs. As another meter was already installed in place of the old mechanical meter, hence, it is duty of the complainant to surrender the same. The Respondent also confirmed that they found that the supply was disconnected from the pole and the complainant refused for taking video of the site and meter position.

(vii) The Respondent further stated that the complaint filed by the complainant is highly time barred as his electricity connection was disconnected on 24.03.2011. The complainant also failed to place on record any document in support of his contention regarding security deposit, however, it has been adjusted into the final bill.

8. After considering all the facts, the CGRF had stated that the complainant has been provided with ample opportunities in this case after condoning the delay of five years. Though, the old mechanical meter was replaced with a new electronic meter but the old mechanical meter was left at site due to the complainant's resistance. The Respondent could not substantiate the same with



the relevant documents. It appears that the electricity connection of the complainant was restored for a week in May, 2015, due to filing of the complaint in CGRF. This should not be ground to charge fixed charges till May, 2015, therefore, the date of disconnection should be taken as March, 2011 and giving benefit to the complainant, the CGRF directed the Respondent to issue proper bill upto meter reading 3437 units, as shown in photo submitted by the complainant. The complainant had paid the last bill for reading 1953 units dated 24.02.2010 so the balance units, i.e. 1484, should be charged for the period from 24.02.2010 till March, 2021 (date of disconnection). The security amount along with the interest should also be adjusted while revising the bill. The CGRF also stated that the amount paid at the time of getting new connection includes many charges, viz; security amount and SLD charges, as it is clear from the receipt placed on record so on the basis of prevailing rules at that time only the security amount can be adjusted with interest. Also, since the electricity supply was disconnected in March, 2011, it cannot be reconnected as it had become dormant. The complainant should deposit the old meter and the connection should be permanently disconnected by the Respondent. Accordingly, the bill should be finalized. Further, after completion of permanent disconnection process, a new connection may be given to the complainant on completion of commercial formalities.

9. In view of above, the Respondent raised a bill of Rs.10,104.34 on December, 2021 with due date 29.12.2021 but the Appellant did not pay and being aggrieved from the above said order has filed his appeal before this Court on the following grounds that:

- (i) He had paid an amount of Rs.46,742/- for total consumption of 3844 units and not 1953 units as mentioned in the CGRF's order. As per Joint Inspection held on 27.01.2021, the reading was recorded 3437 units. As such, the Respondent had charged 407 units, in excess, and not rectified the bill. He further stated that if the structure of consumption is not correct, then cost cannot be correct. This was one of the disputes for approaching the CGRF in 2015.
- (ii) To withdraw the alleged final bill dated 27.09.2011 for an amount of Rs.6,926/-. The alleged final bill mentioned security amount as 'NIL' to be rectified by mentioning security amount of Rs.36,678/-



already paid in 1998 & 1999 and refund the excess amount with accrued interest thereon. In this regard, the Respondent had not served any notice under section 56(1) of the Electricity Act, 2003.

- (iii) To rectify the cost per unit of consumption in the alleged final bill dated 27.09.2011.
- (iv) To restore the said electricity connection by providing proper cables, which had already been taken by the Respondent Team on 27.01.2021, for its replacement.
- (v) This said electricity connection is not dormant because there has never been any pending payment. Although, it is the fault of Respondent who has not rectified the bill and issued an illegitimate and alleged final bill.
- (vi) Without prejudice, the Appellant reserves his right to claim Rs.10,000/- per month for the period after disconnection of electricity connection on account of loss of work, mental agony etc for the period August, 2011 till the bill is rectified and matter sorted out and connection.

10. The above appeal was admitted and the date of hearing was fixed for 22.04.2022. The ground of appeal was also shared with the Respondent, i.e. BSES-Rajdhani Power Ltd, and accordingly the Respondent has submitted their written statement rebutting most of the grounds of the appeal. On 22.04.2022, both the parties were heard in detail and relevant questions/queries were raised by the Advisor (Engg.)/Advisor (Law)/Secretary and the Ombudsman to clarify the issues further. After carefully hearing both the parties and with the concurrence of both the parties it was decided that one more opportunity should be given to resolve the issues mutually. Accordingly, the date 26.04.2022 was fixed so that both the parties can sit-down with the documents and resolve the matter. It was also decided that next date of hearing would be 29.04.2022 for further deliberations on the issue. This date of hearing was postponed to 05.05.2022 because of the non-availability of the Counsel of the Respondent.

11. On 05.05.2022, both the parties were heard and the documents available on record were perused again along with the order of CGRF. After carefully going through all of the above, this Forum is of considered opinion that the case/complaint is at least twelve years old and it requires resolution without



further delay. It is a fact that in the last 23 years of this particular electricity connection, the entities managing distribution of electricity in Delhi were changed from Delhi Electricity Supply Undertaking (DESU) to Delhi Vidyut Board (DVB) and to BSES-Rajdhani Power Ltd. During this transition lot of systems, processes etc, have also changed and during transition probably lot of records were also misplaced/destroyed, etc. Like in this case meter was purportedly changed from electro mechanical to electronic meter. Similarly, at some point of time, the meter was removed after disconnection but meter still exists on the site. It is also a fact that corrective action was not taken by the present entity, i.e. BSES-RPL (Respondent) to undo the wrongs committed earlier, even after nineteen years of its existence. While continuing the efforts to resolve the issue, this Forum, orders the following with immediate effect:

- (i) On the basis of the documents available on record as well as with the Appellant, it is seen that the Appellant has paid for 3167 units (1787 units + 1380 units) and it is not disputed by the parties in question. The last reading is 3437 units (photograph available) so the remaining outstanding payment is for 270 units (3437-3167) only.
- (ii) The Respondent is directed to prepare a final bill for 270 units and other charges as per applicable tariff. Section 47(4) of Electricity Acts provides for interest to be paid on security deposit as per the rates notified by the DERC, hence, the interest on security deposit may also be adjusted against the bill of 270 units.
- (iii) It is very clear from the replies and documents submitted by the Appellant that the security deposit is only Rs.300/- out of total amount deposited at the time of release of the electricity connection, so the interest be paid on Rs.300/-. The final bill should also reflect the refund of security deposit also as it is a case of disconnection.
- (iv) As the disconnection happened due to non-payment of dues by the Appellant, hence, he is not entitled to any compensation.
- (v) The Respondent is further directed to give new electricity connection to the Appellant after completion of all commercial



formalities. The Respondent is further directed to ensure that this time electronic meter is installed at a place which is fairly accessible.

12. Finally, the Respondent is required to place their house in order on the following issues:

- (a) Proper record to be maintained for replacement of meters.
- (b) To ensure regular meter reading/raising of bills and taking regular payments while devising a suitable mechanism for monitoring these two aspects.
- (c) To conduct detailed inquiry into the above case and fix the responsibility of the employees failing to discharge their duties properly.

13. The appeal stands disposed off with above directions.



(P. K. Bhardwaj)
Electricity Ombudsman
10.05.2022