

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/2011/410

Appeal against Order dated 23.11.2010 passed by CGRF-NDPL in CG.No. 3015/09/10/KPM.

In the matter of:

Shri Naresh Chand Jain - Appellants

Versus

M/s North Delhi Power Ltd. - Respondent

Present:-

Appellant Shri Vikas Jain, Son and Ms. Deepti Jain, Daughter of the Appellant attended on behalf of the Appellant

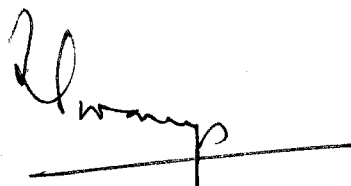
Respondent Shri K.L. Bhayana, Adviser,
Shri Ajay Kalsi, Company Secretary
Shri M.S. Saini, Comm. Mgr. (KPM)
Shri Dev Karan, Ag-I (Dist. KPM) and
Shri Vivek, Manager (Legal) attended on behalf of the NDPL

Date of Hearing : 05.04.2011, 26.04.2011, 04.05.2011

Date of Order : 25.05.2011

ORDER NO. OMBUDSMAN/2011/410

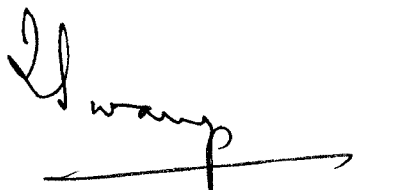
1.0 The Appellant, Shri Naresh Chand Jain has filed this appeal against the order dated 23.11.2010 passed by the CGRF-NDPL in CG No. 3015/09/10/KPM with the prayer that:


25.5.2011

- i) Rs.36,950/- be refunded to him via DD/Cheque on his name only and not by adjusting in the bills, as he had sold the premises to somebody else.
- ii) To take suitable action against the Commercial Manager, NDPL, Ashok Vihar for not taking any action on his complaint and the Consumer Care Officer for providing him the wrong information.

1.1 The background of the case as per the records and averments of the parties is as under:

Connection vide K. No. K32200734582Q was sanctioned in favour of Shri Gurcharan sometime in the nineteen seventies for House No. G-269, Ground Floor, J.J. Colony, Wazirpur, Delhi, by the erstwhile DVB. The premises changed hands many times through transfer by way of General Power of Attorney/Agreement to Sell, but the connection continued to be in the name of Shri Gurcharan till it was disconnected in 2006 on account of non payment of dues. The premises was purchased in the name of Smt. Meena Jain, W/o the Appellant on 05.08.2010 through an Agreement to Sell/GPA. The Appellant stated that he had enquired from the Customer Care Centre about any pending dues and was informed that there were no dues. He therefore purchased the property. The Respondent has placed on record that the Appellant had applied for a new connection on 05.08.2010 only and the information that there were pending dues of Rs.36,931 was


25.5.2011

conveyed to him on 10.08.2010. An amount of Rs.36,950/- was paid through cheque by the Appellant without any protest on 06.09.2010, and a new connection was sanctioned in the name of Shri Naresh Chand Jain and was released on 23.09.2010.

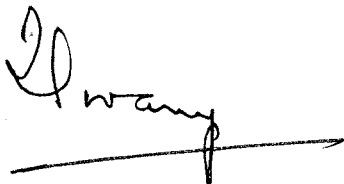
- 1.2 The Appellant filed a complaint before the CGRF, seeking refund of the amount paid as pending dues. The Forum decided that the pending dues against the connection K.No. 32200734582Q were payable by the Appellant, being dues against the premises.

Not satisfied with the orders of the CGRF-NDPL, regarding non refund of the amount of Rs.36,950/- the Appellant has filed this appeal.

- 2.0 After scrutiny of the contents of the appeal, the CGRF's order and the submissions made by both the parties, the case was fixed for hearing on 5.4.2011.

On 5.4.2011, the Appellant was represented by Ms. Deepti Jain, daughter of Shri Naresh Chand Jain. The Respondent was represented by Shri M.S.Saini - Comml. Mgr. (KPM), Shri Dev Karan – AG-I (Dist. KPM), Shri K.L.Bhayana –Advisor, Shri Ajay Kalsi (Company Secretary) and Shri Vivek – Manager (Legal).

Both the parties argued their case. The Appellant was directed to produce the sale deeds for the property, and the


25-5-2011

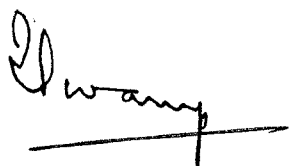
Respondent was asked to produce (a) the SCN for disconnection (b) the Call Centre's records for 02.08.2010 (c) the application for a new connection and (d) details of the attempts to recover the pending dues. The case was fixed for further hearing on 26.04.2011.

2.1 On 26.04.2011, the Respondent produced the K. No. files of the old and new connections, but, neither the SCN for disconnection nor the Call Centre's records were produced. The Appellant also did not produce the sale-deeds, and wanted time to produce these at the next hearing. For production of the remaining records and further arguments, the case was fixed for a final hearing on 04.05.2011.

2.2 On 04.05.2011, The Appellant filed the Agreements to Sell, Affidavits, Copies of Will, receipts etc. for the property. The Respondent filed the SCN for disconnection and the Call Centre's records. These were taken on record.

2.3 From the records of the Call Centre it is evident that , the contention of the Appellant that he had been given wrong information by the Discom is unfounded.

Further, when the application for a new connection was made on 5.8.2010, details of pending dues on the premises were conveyed to him on 10.8.2010. These were deposited by him

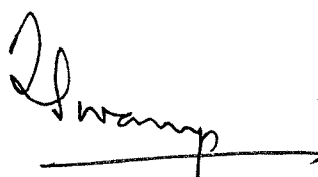

28.5.2011

without any protest and the connection was sanctioned and energized on 23.9.2010.

2.4 It appears that the Appellant has misconstrued the duplicate bill requisitioned on 2.8.2010 as the final bill although the bill was for the period upto May 2005 only. The consumption pattern on the bill showed a consumption of 1378 units in July, 2005, 1020 units in September 2005, 1065 units in November 2005 and 1888 units in March 2006. There were thus obviously unraised bills which were payable, and accordingly a 'Caution Notice' in block letters as under was printed on the duplicate bill "Your bill has been stopped for review by quality control group and shall be sent to you soon". However, you can make on account payment equivalent to your last bill, which shall be adjusted in your subsequent bill. No LPSC shall be charged for short payment."

2.5 Further during arguments the Discom stressed on the fact that since the connection was lying disconnected since 2006 the dues, on the premises could only be recovered at the time of sanction of a new connection or restoration of the existing connection for the premises.

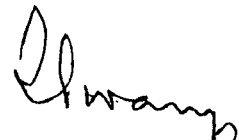
2.6 From a perusal of the Agreement to Sell dated 5.8.2010 executed between Smt. Babita Saini and Smt. Meena Jain, wife of Shri Naresh Chand Jain, it is seen that there is a provision that any dues on the property prior to the execution of the agreement are to


25.5.2011

be borne by the First Party i.e. Smt. Babita Saini, the Seller. Further a subsequent 'Agreement to sell' by Smt. Meena Jain w/o Shri Naresh chand Jain, also stands executed on 1.12.2010 and as such Shri Naresh Chand Jain has no locus-standi in the case for seeking a refund.

- 3.0 The dues on the premises, in view of the foregoing, were recoverable by the Respondent before grant of a new connection in the same premises as per statutory requirements. As such, there is no merit in the case and no change in the CGRF's order dated 23.11.2010 is called for.

The case is disposed of accordingly.


(SUMAN SWARUP)
OMBUDSMAN

25th May 2011