

Office of the Electricity Ombudsman
(A Statutory Body of Govt. of NCT of Delhi under the Electricity Act, 2003)
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Ref: E.OBM/A/05/42

Dated: 9th Decmber, 2005

Appeal No. F. ELECT/Ombudsman/2005-06/42

Appeal against Order dated 8.7.2005 passed by CGRF – BRPL in Case No.: CG/144/2005.

In the matter of: Shri A.K.Maurya - Appellant

Versus

M/s BRPL - Respondent

Present:-

Appellant Shri A.K.Maurya

Respondent Shri Vinod Sharma, Business Manager and
Shri Balak Ram from Accounts Section of BRPL-
Alaknanda

Date of Hearing : 17.11.2005
Date of Order : 09.12.2005

ORDER NO. OMBUDSMAN/2005/42

The appellant is Shri A. K. Maurya, resident of 229, Narmada Apartments, Alaknanda, New Delhi-110019. The electric meter installed at the above residence of Shri Maurya is in the name of Shri M.M. Lal, who was the original allottee of the said flat. The appeal is against the order dated 11.7.2005 of CGRF-BRPL. The complaint of the consumer is regarding the;

- (i) Fast running of the meter;
- (ii) Arrears appearing in the bills even when payments were made; and
- (iii) Disconnection of electric supply even when all the dues were paid.

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The CGRF-BRPL in its order dated 11.7.2005 ordered for testing of the meter through CPRI and the electricity bills to be revised based on the outcome of such testing results.

The CGRF-BRPL observed that even though the electricity was disconnected at the premises of the complainant on 26.2.2004, 16.9.2004, 21.12.2004 and 6.5.2005, the supply was restored on the same day after the complainant got in touch with the Business Manager. The CGRF also granted a token compensation of Rs.500/- to the complainant on account of inconvenience caused to him because of the inaction of the BRPL for reflecting arrears in the bills after June 2002, even when dues had been paid.

It is against this order of CGRF that the complainant has filed an appeal before the Electricity Ombudsman. The records of the appellant were called for from CGRF. Some further clarifications/information were obtained from the DISCOM and from the appellant. After due scrutiny of all the records and the appeal filed, the case was fixed for hearing on 17.11.2005.

Apart from other irregularities found in the working of the DISCOM, I would like to place on record that the information asked for by the Office of Electricity Ombudsman vide its letter dated **26.9.2005** on 4 points was to be furnished by **3.10.2005**. An incomplete reply was received only on **24.10.2005** vide DISCOM's letter dated 21.10.2005. Therefore another letter dated 27.10.2005 was written to the CEO for submission of information not supplied earlier. **This latter information was to be furnished by 7.11.2005. This too was not submitted up to the date of hearing.** Not submitting the specific information and submitting it piecemeal after receiving several reminders shows the casual attitude of the officials of the Discom apart from delaying the finalization of the case defeating the very purpose of setting up of the office of the Ombudsman. Perhaps there is need for better supervision by senior officers on this work.

The facts of this case are given in detail in the appeal consisting of 9 pages. I will deal with it briefly. The appellant wrote letters dated 29.01.2001, and 26.02.01, requesting for testing and change of the meter as the same was running very fast. He also requested for revision of bills on the basis of the new meter but no action was taken by the respondent. The meter was replaced on 2.3.2001 but the bills were not revised. Vide his letter dated 22.10.2001, the appellant reported that the meter replaced on 2.3.2001 showed a reading of 15 units and the reading on 22.10.2001 was 3453. Thus, the average reading in 6.6 months was 515 units. As per his noting the reading on 22.10.2001 was 3453 units but, the bill for September 2001 received on 23.10.01 showed a reading of 6240 (as on 29.9.2001) This bill was also not corrected. Despite the letter of the appellant pointing this error. **However, the appellant aware of the "LPSC Waiver Scheme" paid all the principle sums amounting to Rs.77,738/- and availed of waiver of LPSC of about Rs.31,000/-.** The next bill for the month of June, 2002 which was for Rs.624/- was paid on 29.6.2002 leaving no dues whatsoever as on date.

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From the above, it is clear that at the end of June 2002, there were no dues recoverable from the appellant. Yet, the bills received after June 2002 included the amount of LPSC. Further, LPSC and surcharge on the earlier LPSC was also levied. After December 2002, he did not receive any bills. Then he received 2 bills both dated 29.9.2003 and both for the month of July 2003. Even these bills included LPSC and surcharge. The LPSC continued to be shown as payable till the bills of January 2005 even though the same had been waived as per the scheme in June 2002.

The appellant vide his letter dated 24/12/2004 addressed to Business Manager BRPL Alaknanda referred to clause 13A of the DERC regulation 2002 wherein it is provided that the consumer is entitled to compensation at 10% of the arrear, if the undisputed bill paid amount appears in the bill as arrear for the first time and compensation at 15% of arrears if the paid amount appeared for second time and thereafter every time. The appellant also stated in the said letter that instead of allowing rebate, the DISCOM has been disconnecting his electricity supply time and again which is a show of high-handedness by the supplier of electricity.

Shri Vinod Sharma, the Business Manager who attended the hearing confirmed that the appellant had availed of the LPSC waiver scheme and the entire amount had been paid by June, 2002. Mrs. Renu Antony, the Additional Manager, Customer Care, BSES also confirmed in her letter dated 21.10.2005 that the consumer had made the payment of Rs.77,738/- in June, 2002 under the LPSC Scheme availing the waiver of LPSC for Rs.31,900/-. She also confirmed that the adjustments for this amount paid in June 2002 was given in the bill for the month of January 2005 (after about 30 months of payment). Although, she admitted this grave lapse on the part of the DISCOM, she did not give any reason therefor. It is desired that such lapses should not be allowed to continue. The CEO of the DISCOM may like to take suitable remedial measures to prevent recurrence of such incidents. I wonder whether any disciplinary action has been taken against the official responsible for such a grave lapse.

Not only that there was no reflection of the payment of arrears in the subsequent bills, but the appellant's electricity was disconnected on 3 different occasions for non-payment. This is height of high-handedness. The first notice of disconnection was given to the appellant on 20.2.2004 which was received by him on 23.2.2004 permitting him 15 days' time to show proof of payment of the amount shown as arrears. However, just 3 days later without waiting for the time given in the notice for disconnection, the appellant's electricity was disconnected on 26.2.2004 when the appellant was not at home. The appellant rushed home and collected the documents of payments which were shown to Business Manager. The supply was ordered to be connected on payment of Rs.10,000/-. What is more shocking is that after all the documents were shown to the Business Manager and a complete set of all the documents was deposited for getting all adjustments and credits (to be given again) on 16th September, 2004., an employee of the DISCOM reached the premises of the appellant for disconnection. The appellant's child was preparing for examination, he again

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took leave from office and rushed to the Vigilance Department to make a complaint because the electricity supply was again disconnected. The same story was repeated. He met another Business Manager showed him all the documents of payments made by him and the electricity supply was reconnected. This Business Manager promised to put his house in order but nothing was done.

After September 2004, when he received the next bill for the month of November 2004, the arrears were still appearing in the bill. In December 2004 when the appellant was out of station and his child was preparing for pre-board examination, the power supply was again disconnected arbitrarily even though the persons who came for disconnection were informed that the bills were under correction. The due date of payment was 23.12.2004, this was mentioned on the bill. But the power supply was disconnected on 21.12.2004 even before the due date expired. This was not the end of the Discom's highhandedness.

Vide his letter dated 12.3.2005 the appellant asked for checking of his electronic meter which was running fast. He deposited Rs.50/- for this purpose on 19.4.2005. But on 5.5.2005 without any intimation instead of checking meter and correction of wrong bills, his electricity supply was disconnected. On 6th May 2005, he visited the Discom office and obtained a duplicate bill as he had not received the original bill. This bill was also revised and corrected only after the appellant's personal visit. **The appellant stated that he faced unnecessary and repeated humiliation and loss of prestige in the society. Besides mental, physical and social harassment and financial and professional loss at the hands of BSES for the fault of DVB/BSES due to lack of consumer service, casual attitude, unfair practices, highhandedness etc. etc. and the same are still going on. I do not know when BSES people may come again for disconnection but doing nothing to solve my grievances which, are still pending."**

The above narration of events would show the high-handedness and insensitivity of the DISCOM and the acute harassment suffered by the appellant and his family for disconnecting his electric supply time and again despite the payment of arrears having been made by the appellant. The CGRF-BRPL while allowing some relief in its order has erred in observing that 'the tendency of the complainant not to go to the divisional office when he received inflated bills with addition of Rs.31,900/- which was waived off as per provisions of Amnesty Scheme towards LPSC, cannot be appreciated as it is obligatory for every consumer to liquidate at least the current bill so that his bona-fide as a good consumer stand established. In the light of the above narration of humiliation and unpardonable lapses of the Discom, the CGRF observation that the appellant has not fulfilled his obligations, is misplaced specially when he has written 6 letters to the Discom and made several personal visits for correction of bills and handed over all the relevant documents evidencing payments of dues, *F. H. Business Manager*
Successor

The CGRF has erred in making such an observation and in failing to understand the harassment caused to the appellant.

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For the harassment caused to the appellant as narrated above, compensation of Rs.500/- was awarded by the CGRF. The appellant has prayed for adequate compensation, for the repeated humiliation and loss of prestige in society and the mental physical and social harassment on account of the highhandedness of the licensee. Although, no consumer can be compensated in full for the undue harassment caused to him by DISCOM, considering the continued harassment faced by the appellant at the hands of the Discom, a compensation of Rs.1500/- may meet the ends of justice.

As regards compensation for arrears appearing in the Bills, Clause 13 A of the DERC (Performance Standards – Metering & Billing) Regulations, 2002 provides the followings:-

- (i) The licensee shall ensure that the arrears, for which the payment has already been made are not raised in any subsequent bill(s).
- (ii) If the said arrears appear for a bill, for which payment has already been made within due date, compensation at the rate of 10% of the arrear amount with a ceiling of Rs.500/- shall be payable to the consumer by the licensee.

Accordingly, compensation is granted to the appellant of Rs.500/- for the bi-monthly bills received in August 2003 and Rs.750/- for the next billing cycle of October, 2003. For compensation for the remaining period November 03 to January 2005 when the arrears confirmed to appear in the bills, the appellant is entitled to make a petition to DERC who will decide the compensation to be awarded in his case.

Disconnection of electricity before the completion of notice period is illegal and is liable for penalty as per DERC regulations. The appellant received a notice of disconnection dated 20.02.04 on 23.02.04 giving him 15 days time to produce evidence of payment .yet 3 days later i.e. on 26.02.04 his electricity supply was disconnected before the expiry of 15 days time allowed in the notice. Again on 21.12.04 his supply was disconnected even when the due date of payment of the bill was 23.12.04 and the persons who came for disconnection were informed that the bill was under correction. The DISCOM is liable for penalty which shall be levied by DERC as per law.

The appellant has vide his letter dated 12.03.05 requested for checking of his electronic meter and deposited Rs.50/- for the same.

It is accordingly ordered that if the meter has not been checked, the same may be done immediately at least within a week. If the meter is faulty, a new meter must be installed after ensuring that it is functionally efficient. All his bills may be amended giving due credit for all payments made by him. The revised calculations to be submitted in this office by 29.11.05. Till such time as the bills

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are not corrected finally and adequate time given for payment (in case any payment is due) has expired ,the electricity supply is ordered not to be disconnected.

The Discom vide letter dated 1.12.2005 confirmed that action as above has been taken and consumer has paid the bill up to and as on 9.9.2005 (after all corrections and assessments made by Discom). Assessment for defective period 9.9.2005 to 21.11.2005 will be done on the basis of average of past six months. The new meter replaced has been tested and found within permissible limit.

Accordingly, the order of CGRF-BRPL dated 8.7.2005 is set aside.

अशा मेहरा
(Asha Mehra)
Ombudsman