

## **Office of the 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/2012/477**

Appeal against the Order dated 13.02.2012 passed by CGRF–BRPL in CG.No. 568/2011.

#### **In the matter of:**

**Smt. Veena Dhawan - Appellant**

**Versus**

**M/s BSES Rajdhani Power Ltd. - Respondent**

#### **Present:-**

**Appellant:** The Appellant Smt. Veena Dhawan was present alongwith her husband Shri S.K. Dhawan

**Respondent:** Shri Anuj Agarwal, (AVP) attended on behalf of the BRPL

**Date of Hearing:** 14.06.2012

**Date of Order :** 27.07.2012

### **ORDER NO. OMBUDSMAN/2012/477**

An appeal was filed by Mrs. Veena Dhawan, resident of 210-214, Neb Sarai, Lane 1-A, H-8, Anupam Garden Road, Sainik Farms, New Delhi – 110068, against the Consumer Grievance Redressal Forum – BSES Rajdhani Power Ltd. (CGRF-BRPL) dated 13.02.2012 claiming interest at 12%, the fixed deposit rate, on Rs.18,878/- deposited with the BRPL (DISCOM) for an electricity connection, & refunded after 12 years, when the connection could not be continued being an unelectrified area. The CGRF had ordered repayment with 6% interest since the Discom had, by mistake, offered a connection in an unelectrified area.

Earlier, an order dated 31.01.2006 was passed by the CGRF in this matter which stipulates, "In case the premises is a part of Anupam Garden, Sainik Farms area, the connection will be cancelled and bills will be prepared on flat rate basis up to the date of cancellation of the connection granted to the party and he will be advised to complete necessary formalities for refund of security against the connection. However, in case the premises is found to be part of 'Neb Sarai' and the adjoining plots in the immediate neighborhood of the complaint's premises are being allotted connections, his case will also be processed for grant of connection, under HVDS scheme, as per rules."

Since her connection was in the Anupam Garden area and the informal connection could not be continued, the Appellant, in her complaint to the CGRF, informed that she had asked for the refund of Rs.18,950/- with compoundable interest at 12% against which a cheque of Rs.18,878/- dated 14.03.2011 has been received from the DISCOM but the compoundable interest at 12%, applicable in banks at that time, since July, 1998 till date, has not been paid.

The CGRF in its order dated 13.02.2012 observed that the Appellant had applied for the connection on the policy of 'as is where is basis'. She had deposited a total amount of Rs.18,950/- in three installments i.e. Rs.3,413/- on 30.07.1997, Rs.12,787/- on 30.07.1998 & Rs.2,700/- on 08.04.1999, but the same was not granted.

The CGRF, further, in its order dated 13.02.2012 directed the DISCOM to pay an interest on the principal amount @ 6% since the date of deposit.

After receipt of the comments & records from the DISCOM, the hearing was held on 14.06.2012 and the case was reserved for orders. A break-up of the amount deposited by the Appellant with the DISCOM was sought to determine the nature of the payment.

The DISCOM forwarded the following details of payments made by the Appellant:

Receipt No.	Payment Date	Development Charges	Rs. (A)	Consumption Charges	Rs. (B)	Security Charges	Inspection Charges (C)	Total (A+B+C)
				w.e.f. June 1997 @ of Rs.300/- per month		Rs.150/- per KW for 5 KW		
280696	30.07.1997	25 % of land 150 sq. yd. @ Rs.75/- per sq. yd.	2,813/-	2 months	600/-			3,413/-
282117	30.07.1998	75% of land 150 sq. yd. @ Rs.75/- per sq. yd.	8,437/-	12 months	3,600/-	750/-		12,787/-
158127	08.04.1999			9 months	2,700/-		50/-	2,750/-
								18,950/-
		Refunded amount (Rs.18,950-Rs.50 – Rs.22 (Postal Charges))						18,878/-

From the perusal of the above, it is seen that the security amount deposited is only Rs.750/-. The other amounts of Rs.6900/- (Rs.600 + Rs.3,600 + Rs.2,700) were deposited towards electricity consumption charges on a flat rate basis & balance Rs.11,250/- (Rs.2,813 + Rs.8,437) towards development charges.


The DISCOM in its reply has also stated that they had inadvertently, and with the sole purpose of closing the issue, directed their division to refund the full amount deposited by the Appellant without deducting the energy bills for the relevant period. Thus the Appellant did not have to pay any energy charges even of the energy consumed by the earlier informal connection. The following calculations explain the position.

An amount of Rs.18,950/- was paid by the Appellant (out of which an amount of Rs.6,900/- was to be paid towards electricity charges, as such). The amount to be refunded to the party comes to Rs.12,050/- (Rs.18,950 – Rs.6900). This is the principal amount on which 6% interest has to be paid as per the CGRF-BRPL Order dated 13.02.2012.

However, the Appellant has actually been paid an interest of Rs.15,594/- at 6% on the full amount of Rs.18,900/-, as detailed below:

<b>Principal Amount Rs.3,413/- - Date of Deposit – 30.07.1997</b>	
Interest @ 6% on Rs.3,413/- w.e.f. August, 1997 to March, 2012 (176 months)	3,003.44
<b>Principal Amount Rs.12,787/- - Date of Deposit – 30.07.1998</b>	
Interest @ 6% on Rs.12,787/- w.e.f. August, 1998 to March, 2012 (164 months)	10,485.34
<b>Principal Amount Rs.2,700/- - Date of Deposit – 08.04.1999 – Connection</b>	
Charges of Rs.50/- is non-refundable	
Interest @ 6% on Rs.2,700/- w.e.f. Apr, 1999 to March, 2012 (156 months)	2,106.00
<b>Total</b>	<b>15,594.78</b>

The Appellant, has thus, been adequately compensated and the order of the CGRF requires no change. The appeal is dismissed.

  
(PRADEEP SINGH)  
OMBUDSMAN  
27th, JULY, 2012