

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/2013/527

Appeal against the Order dated 31.08.2012 passed by CGRF—
TPDDL in CG.No.4291/05/12/SMB

In the matter of:

Sh. Shri Krishan Gupta

- Appellant

Versus

M/s Tata Power Delhi Distribution Ltd.

- Respondent

Present:-

Appellant: Shri Mukesh Kumar Gill, advocate, attended on behalf of
the appellant

Respondent: Shri Vivek, Sr. Manager (Legal) and Shri Sombuddha H.
Chaudhury, Sr. Manager, attended on behalf of the TPDDL

Date of Hearing: 15.01.2013

Date of Order : 24.01.2013

ORDER NO. OMBUDSMAN/2013/527

The Appellant, Sh. Shri Krishan Gupta, r/o Plot No.41, SMA Co-operative Industrial Estate, G.T. Karnal Road, Block-D, Delhi-110033, filed an appeal against the order of the CGRF-TPDDL (Consumer Grievance Redressal Forum – Tata Power Delhi Distribution Limited) passed on 31.08.2012 ordering him to pay for damage of some equipment and a metering cubicle relating to another connection in the name of M/s RNB Alloys Pvt. Ltd.. The CGRF order was that the damage should be equally shared by the DISCOM and the Appellant and an

amount of Rs.1.085 lakhs should be paid by the Appellant alongwith LP SC through a revised correct bill.

The Appellant's case is that his electric connection bearing K. No.45104062936 (CA No.60011797317) with a sanctioned load of 90 KW had nothing pending or due against it. He had applied for a fresh connection and had nothing to do with the earlier connection of M/s RNB Alloys Pvt. Ltd. having deposited a fresh security amount of Rs.1.66 lakhs on 07.06.2008. The earlier connection of M/s RNB Alloys Pvt. Ltd. (K. No.4510099018591) had been permanently disconnected. The equipment was lying in the same premises and it was the responsibility of the DISCOM to remove it. He had requested them to remove the equipment and metering cubicle due to a shortage of space. He was not liable for any damage caused because the DISCOM did not remove the said equipment/cubicle for many years.

The Appellant also argued that even if he, for the sake of argument, admits that he had physically shifted the equipment, he is not liable to pay for any damage that may have occurred through the mechanism of these alleged damages being added to the electricity bill of his own , new, connection.

It is seen from the record that the two connections were in the name of different entities/parties (even if some individuals were in common to both) and it is not possible for the dues of one to be adjusted against the dues of the other. Further, this is not a case where there were unpaid electric dues of the earlier

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connection which are now being transferred to the new connection as the same is being used to supply the earlier area unauthorisedly. The amount is actually relating to some damage that took place to equipment and is therefore extraneous to any "dues" that may have accumulated against the connection of the Appellant. This amount does not relate to any electricity supplied to the new connection and not paid for.

Under the Electricity Act, 2003, it is not open to the DISCOM to recover amounts through an electricity bill which does not pertain to the installation, security, consumption, arrears etc. relating to the supply of electricity through that connection. It could be argued, for instance, that extraneous amounts, payable to the DISCOM by the holder of an electric connection, arising from transactions outside the DISCOM – Consumer's relationship can be added to the electricity bills if specifically consented to by the consumer for the sake of convenience. This is evidently not the case here. An amount payable for damages relating to some equipment related to a previous electric connection, unrelated to the supply of electricity in the present electric connection, could not be ordered to be loaded by the CGRF onto the bill of the present electric connection, as has happened in this case. The CGRF does not have the power to settle financial matters between the DISCOM and the Consumer which are extraneous to the supply of electricity relating to the specified connection of the consumer. This is the domain of a Civil Court. The CGRF has overstepped its powers in this case.

Further, even if both parties agreed that some amount is due to be paid by the consumer to the DISCOM outside the relationship of supply of electricity and that this may be recovered through the bill, the mutual consent of the DISCOM and the Consumer will still not empower the CGRF to **direct** such amounts to be paid for through the electricity bills except, perhaps, to note in passing any such settlement that may have been arrived at between the two.

The CGRF has no power, on the merits of the case, to order such non-electricity related amounts, resulting from damages to equipment relating to another connection, to be recovered through the current bill of the present consumer, even if he was personally linked to the earlier connection. The two issues relate to two separate connections and separate events and are to be separately handled. The issues arising out of the first connection, relating to payment for damaged equipment, will have to be separately recovered by DISCOM from the owners of M/s RNB Alloys Pvt. Ltd. outside the purview of the Electricity Act, as that particular connection has been terminated/closed and the security returned. The DISCOM may have to go to Civil Court to recover its damages/dues, if required.

Insofar as this appeal is concerned the order of the CGRF is struck down and the appeal is accepted. The case is closed.


(PRADEEP SINGH)
Ombudsman

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January, 2013