

## **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/2013/544**

**Appeal against the Order dated 31.08.2012 passed by CGRF–TPDDL CG.No. 4302/05/12/SKN.**

**In the matter of:**

**Smt. Reena Singhal**

**- Appellant**

**Versus**

**M/s Tata Power Delhi  
Distribution Ltd.**

**- Respondent**

**Present:-**

**Appellant: Shri V. K. Goel, Advocate, attended on behalf of the Appellant.**

**Respondent: Shri Vivek, Sr. Manager (Legal) and Shri Bisweswar Dey (Legal Retainer), attended on behalf of the TPDDL.**

**Date of Hearing: 30.04.2013**

**Date of Order : 24.05.2013**

### **ORDER NO. OMBUDSMAN/2013/544**

This appeal has been preferred by Smt. Reena Singhal, the consumer, against the order of Consumer Grievance Redressal Forum –Tata Power Delhi Distribution Limited (CGRF-TPDDL) in which dues outstanding against two connections relating to the property purchased by her were found payable and certain directions were given for releasing of a new connection by the TPDDL (Discom) to the complainant, as requested by her.

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The complainant had filed her case before the CGRF stating that she had purchased a property from one Sh. Birbal Parshad on 06.07.2011 and had applied for a new connection 20.03.2012 vide C.C. No. 2002353284 but the Discom had not installed the connection.


The Discom in its reply before the CGRF stated that it had rightly claimed the pending dues for 8(eight) connections in the same premises. The complainant, it argued, was liable to pay these dues under Clause 15(iii) & 20(2)(iii) of the Regulations 2007.

The CGRF accepted the contention of the Discom that the complainant is liable to pay but restricted it for two K. Nos. pertaining to Sh. Birbal Parshad i.e. K. No. 35300136262 & K. No. 35300558876. This also includes the transfer of dues from another connection under clause 49(ii) regarding K. No. 35300141644 (C. A. No. 66008986122) in the name of Shri Pooran Chand. This was allegedly extended to the electricity supply by K. NO. 35300558876.

Now the complainant has filed the present appeal in which she has reasserted her contentions about these amounts not being payable and added that the alleged recovery pertains to the period DVB/DESU which is not recoverable, in any case, as per DERC orders.

The Discom has opposed the appeal reasserting its contention and added that it had duly followed the procedure under clause 49(ii) of Regulation 2007 for transfer of dues. The Discom also argued that the complainant cannot claim waiver of DVB dues as she has not claimed it before the CGRF first.

The Discom was asked whether all 8 connections were installed at the same premises? To this the Discom replied vide letter dated 15.03.2013 to this office that the consumer is liable to pay for 2 connections only pertaining to Sh. Birbal Parshad as the other connections pertain to a different portion of the building and no dues are being claimed for those connections.



In the present appeal the following points emerge for discussion:

- i) Whether the complainant is bound to pay the alleged dues on the premises under clause 15(iii) & 20(2)(iii) of Regulation 2007 or he can challenge the legal validity of these dues.
- ii) Whether the amount due prior to July 2002 (pertaining the DVB period) can be claimed by the Discom.
- iii) The effect of the pending case before CDRF (Shalimar Bagh) on the present case.
- iv) Whether the Discom has followed the procedure under clause 49(ii) before transferring the dues.

It is observed that the said premises were purchased jointly by the complainant herein along with another lady i.e. Smt. Urmil Garg having both ½ undivided share.

Regarding the first point, I find that the contention of the Discom is correct to the extent that the successor in interest of the premises is liable to pay the demand due from the former electricity connection holder. But before asking for such demand due from the Appellant in this case the Discom has to show that the demand is legally valid. Failing this the Discom could, at any time, declare any arbitrary dues as "dues on premises" as was sought to be done in the present case regarding the 8 other connections.

Regarding the second point, the Discom has clarified vide its letter dated 03.05.2013 to this office that it has not sought any payment from the consumer which pertains to the DVB period i.e. prior to July 2002.

Regarding the third point, it is observed that the Discom itself has surrendered its claim vide letter dated 15.03.2013 to this office, regarding all other connections except the two connections mentioned by the CGRF in its order dated 31.08.2012. It is seen that there is a pending case before the CDRF regarding K. No. 35300558876, in which it is alleged that a faulty meter was replaced on 27.04.2006 meaning thereby the Discom, at the moment, can ask for payment of

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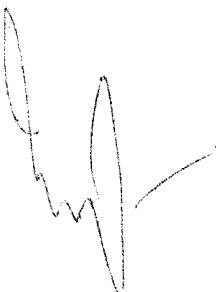
bills raised after this date only. Likewise, about K. No. 3530136262, it is alleged that the faulty meter was also replaced on 27.04.2006. Therefore, the Discom can ask for payment of bills for consumption raised after this date only. The period prior to this is sub-judice before the CDRF.

Regarding the fourth point about dues transferred to the connection K. No. 35300558876 from K. No. 35300141644 under clause 49(ii), the Discom has not shown the fulfillment of the requirements prescribed in Clause 49(ii). A bare reading of this clause shows that three conditions should be fulfilled before transferring any dues under this clause:

1. Inspection by the Discom showing supply of electricity from live connection to a dead connection.
2. Show cause notice to a consumer and proper service of it to stop the supply
3. Re-inspection by the Discom showing stoppage /non-stoppage of such supply.

In the present case none of these three conditions were fulfilled. In the inspection report, which is a two page printed proforma, in which some details are filled up, there is no designation or rubber stamp of the person conducting the inspection. Such inspection reports do not inspire confidence in an adjudicating body. Although, the Discom has filed a photocopy of an alleged courier receipt, the Discom has never mentioned the date of dispatch in its reply (W.S.) before the CGRF, so that complainant could have opportunity to rebut it.

Even assuming that there was a proper inspection showing the supply from the live connection to a disconnected connection and there was proof of delivery of proper notice to the then consumer, even then it was mandatory for the Discom to re-inspect the site to ensure as to whether the supply was subsequently stopped or not. This was not done in this case

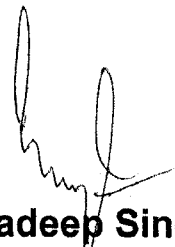


and, hence, the case does not fall in the category of Clause 49(ii). Therefore, the amount transferred is liable to be deleted along with LP SC.

The impugned order of the CGRF is, therefore, modified as under:

- i) The dues are payable by Smt. Reena Singhal on only 2 connections viz K. No. 35300136262 & K. No. 35300558876.
- ii) The Discom shall not charge any amount prior to the DVB period i.e. prior to July 2002 in any of the connections.
- iii) The amount transferred from the account of Shri Puran Chand (K. No. 35300141644) to the account of Shri Birbal Parshad (K. No. 35300558876 ) under clause 49(ii) is deleted. The Discom shall be at liberty to recover the amount from Shri Puran Chand as per rules.
- iv) The complainant, Smt. Reena Singhal, shall furnish an undertaking to pay the amount (if not paid by Shri Birbal Parshad) after final orders from the CDRF (Shalimar Bagh) coupled with any appeal thereto.
- v) Regarding K. No. 35300558876 & K. No. 3530136262, where it was found that faulty meters were changed on 27.04.2006, the Discom can ask for payment for subsequent consumption from the complainant Smt. Reena Singhal as successor in interest and she shall clear the above demand prior to releasing of a fresh connection.
- vi) The Discom shall release the fresh connection within 7 days after receiving the above payment & the undertaking in item (iv) above.

With the above the appeal is accepted.

  
(Pradeep Singh)  
Ombudsman

24/4 May, 2013

