

(177)

**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/2013/559**

Appeal against the Order dated 31.08.2013 passed by CGRF–  
TPDDL in CG.No.4411/07/12/NRL.

**In the matter of:**

Smt. Shashi Entertainment Pvt. Ltd. - Appellant

Versus

M/s Tata Power Delhi Distribution Ltd. - Respondent

**Present:-**

Appellant: Shri B. P. Agarwal, advocate, attended on behalf of the  
Appellant.

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

Date of Hearing: 21.05.2013

Date of Order : 03.06.2013

**ORDER NO. OMBUDSMAN/2013/559**

This appeal has been filed by Shri Sandeep Mohan Mittal on behalf of Smt. Shashi Entertainment Pvt. Ltd. which had an electric connection on Mixed Load High Tension (MLHT) basis in Nangli Poona Village, Delhi, from the Tata Power Delhi Distribution Pvt. Ltd. (TPDDL) vide CA No.60000000160. The appeal is against an order of the Consumer Grievance Redressal Forum (CGRF) dated 31.08.2012 wherein the CGRF has noted that against the consumer's deposit of Rs.19,95,232/- an amount of Rs.10,39,149/- only was used and that the balance amount is to be refunded within 30 days with 6 % interest from the date of energisation of the connection on 17.11.2011.

Dissatisfied with this order, the Appellant filed an appeal stating that the TPDDL (DISCOM) should be given an interest of 14 % per annum as he had to raise funds at that rate and that the date of calculation of interest should be the date from which the payment was made and not the date on which the connection was energized. In addition, the DISCOM was supposed to meet 50% of the cost of the infrastructure required to be put in place and that the DISCOM is also unnecessarily charging an amount of Rs.2,02,073/- towards administration and supervision charges. Money had also been taken towards the cost of road restoration charges (Rs.12,52,000/-) but no road restoration was done. Hence the amounts being returned, and the rate of interest being paid, are not correct. Apart from this, there are other issues relating to delay in energisation of connection beyond the time specified in clause 16 (viii) of the DERC Supply Code and Performance Standards Regulation, 2007 etc.. In addition compensation on account of mental agony, pain and cost of litigation charges was also sought.

The case was due to be heard on 14.05.2013 and was postponed to 21.05.2013 at the request of the Appellant. In the hearing held on 21.05.2013, both sides pressed their views as submitted in writing earlier. The DISCOM denied that the particular project falls into the category of 50 : 50 cost sharing basis as the cost of transformer has to be borne 100% by the consumer; the cost of metering cubicle is borne 100% by the licensee and the cost of cable and Ring Main Unit (RMU) is shared at 50 : 50. The DISCOM contended that if any borrowing was done at a higher rate of interest by the Appellant it was his prerogative to do so and the DISCOM is not liable in any way on this account. Regarding the delay in energisation, the DISCOM contended this was caused due to 'willful default' as well as change of site plans which resulted in changes in the actual costing of the scheme. The DISCOM contended that initially the scheme had reference to a 16 feet wide road to the south of the Appellant's premises which then became a matter of dispute between the Appellant and his neighbours. The RMU and the metering cubicle had already been installed at the premises of the Appellant by the DISCOM by the month of August, 2010 but the cable could not be laid from the

135

nearest feeder to the Appellant's premises due to the objections from the neighbours of the Appellant.

The DISCOM had suggested alternatives which were not accepted and instead the Appellant issued a legal notice on 03.02.2011. The DISCOM replied to the Appellant on 15.02.2011 that due to objections by some local persons of the Appellant's locality no clear right of way for laying of cables, free of encumbrance or third party rights, mentioned in clause 6 of the agreement between the DISCOM and the Appellant, was provided and hence the work could not recommence. The DISCOM stated that there was a provision of funds for road restoration in the proposed plan but this was not utilized as changes were made to the proposed site plan and the money was returned to the Appellant with interest.

Based on the above it is clear that the entire scheme does not fall into the 50 : 50 cost sharing basis claimed by the Appellant. Further, no facts are put forward regarding the claimed extra amount of about Rs.2 lakhs for administration and supervision charges by the Appellant except to state that this should not be levied. The Appellant had presumably looked at the estimate that had been framed for correctness and had thereafter deposited the money with the DISCOM and it would not be open to it now to start questioning each individual item. In any case, if the overall financial transaction between the DISCOM and the Appellant are not to the latter's satisfaction, the CGRF or the Ombudsman may not be the appropriate forums for these purposes. Most of the complaints received by the CGRF and the Ombudsman relate to non-extension/delayed provision of electricity connections and problems arising out of the operations of these connections thereafter and not to financial issues relating to the installation of such MLHT connections which, necessarily, vary in cost in each case.

The issue of the rate of interest on which money was raised in order to pay the DISCOM relates to a business decision made by the Appellant and the reasons for doing so are known only to the Appellant himself. This cannot now become a matter of adjudication and discussion of the rate of interest to be paid on the

179

amount returned to the Appellant. The issue of the date from which the money should attract interest is a different matter and it stands to logic and commonsense that the interest should have been paid on the unutilized amount from the date it was received by the DISCOM till the date it was repaid.

With this modification the appeal is partially allowed and the case is closed.

It may be pointed out that the relationship is between Smt. Shashi Entertainment Pvt. Ltd. and the DISCOM while the order of the CGRF has been issued in the name of Shri Sandeep Mohan Mittal without specifying that he is a director of the above company. This needs to be corrected in this and similar cases so that the correct names are used.



(PRADEEP SINGH)  
Ombudsman

3rd June, 2013