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**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)

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**Appeal No. F. ELECT/Ombudsman/2006/69**

Appeal against Order dated 03.03.2006 passed by CGRF – BYPL on  
Complaint No.: CG-134/09/2004.

**In the matter of:**

Shri M.K.Saini - Appellant

**Versus**

M/s BSES Yamuna Power Ltd - Respondent

**Present:-**

**Appellant** Shri M.K.Saini

**Respondent** Shri Hemant Soni, Addl. General Manager-Central ,  
Shri N Roy, Business Manager and  
Shri R. Srinivasan, Commercial Officer of BSES- Yamuna  
Power Ltd.

Date of Hearing : 16.05.2006

Date of Order : 17.05.2006

**ORDER NO. OMBUDSMAN/2006/69**

The appellant Shri M.K.Saini is an employee of Indraprastha power Generation Co. Ltd His appeal is against the CGRF-Order dated 03.03.2006 for withdrawal of “fixed charges “ levied in his bill by the BSES-Yamuna Power Ltd.

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After examining the records of the CGRF and contents of the appeal filed by the Appellant, hearing was fixed for 16.5.2006. Shri M.K.Saini, the appellant attended the hearing, in person. Shri Hemant Soni, Addl. General Manager-Central alongwith Shri N.Roy, Business Manager and Shri R. Srinivasan, Commercial Officer attended the hearing, on behalf of BSES-BYPL.

It is stated by the appellant that the levy of "fixed charges" by the Discom is in contravention of Tripartite Agreement between the Government of NCT of Delhi, DVB and the Employees Union which was signed at the time when Delhi Vidyut Board(DVB) was privatized. The Tripartite Agreement was entered into to ensure that the terms and conditions of service of DVB employees are honoured by the successor entities. However, despite the above agreement, the Discom has started charging fixed charges from the employees of the DVB from July 2003 onwards .

Every consumer, prior to privatization of DVB paid "meter rent" and minimum charges, in addition to the energy charges. The DERC in its Tariff Order dated 26.6.2003 changed this concept of meter rent and minimum charges and substituted it with 'fixed charges" (in addition to the regular tariff determined by it for supply of energy). Consequent to this DERC order, fixed charges are levied on all consumers including erstwhile DVB employees.

The erstwhile DVB employees were given concession in respect of energy charges, meter rent and minimum charges. The dispute has arisen because of the levy of fixed charges on the erstwhile DVB employees also.

Shri Saini submitted a copy of DERC order dated 18.4.2006 regarding levy of fixed charges by the Discoms in case of employees of erstwhile DVB. In this order, reference has been made to section 3(r) of Tripartite Agreement which provides for a remedy in case of dispute or differences between the parties to the agreement.

Clause (r) of Section 3 of the Tripartite Agreement between the Government of NCT of Delhi, Delhi Vidyut Board and Joint Action Committee of Workers, Supervisors, Engineers and Officers of DVB, states, "in event of any dispute/difference arising out of this Tripartite Agreement efforts will be made to resolve it amicably through the Lt. Governor (Delhi) as an arbitrator or his nominee as appointed by him. Courts of Delhi/New Delhi shall have the jurisdiction in event of litigation". In view of the above provisions of the

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agreement, the dispute or difference arising out of the agreement are to be settled amicably between the parties failing which the parties have to approach the Lt. Governor (Delhi) for deciding the issue which may be done either by the Lt. Governor by himself or through his nominee, by means of an arbitration process. Further, as per Rule 12 of the Delhi Electricity Reform (Transfer Scheme) Rules 2001, any doubt, dispute/difference or issue arising in regard to transfers under the said Rules is to be decided by the Government.

Since the redressal of the grievance of the appellant is provided as above the Ombudsman has no jurisdiction over it. Therefore, the case is closed. The appellant is at liberty to seek redressal as per provisions of the Tripartite Agreement.

3421/1821  
(Asha Mehra)  
Ombudsman