

**OFFICE OF THE ELECTRICITY OMBUDSMAN**

(A Statutory Body of Govt. of NCT of Delhi under the Electricity Act of 2003)

**B-53, Paschimi Marg, Vasant Vihar, New Delhi-110057**

(Phone – cum – Fax No.011-26141205)

**Representation No.22/2018**

(Against the CGRF-BRPL's order dated 18.06.2018 in CG No.36/2018)

**IN THE MATTER OF**

**SHRI ATINDER SINGH**

**Vs.**

**BSES RAJDHANI POWER LTD.**

Present :

Applicant : Shri Manoj Banka, Authorized Representative along with Shri Atinder Singh, the Applicant

Respondent : Shri Deepak Pathak (Advocate), Shri Sundara Pandiyan (DGM), Ms. Sheevanee Banerjee (C.O.) & Shri Prashant Saxena, Sr. Manager, on behalf of BRPL

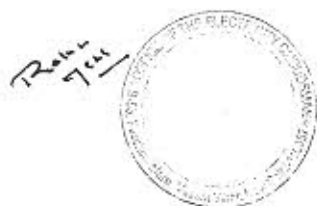
Date of Hearing: 28.09.2018, 08.10.2018, 31.10.2018, 30.11.2018 & 03.12.2018

Date of Order: 03.12.2018

**FINAL ORDER**

1. The representation No.22/2018 filed by the Applicant, Shri Atinder Singh, S/o late Shri Hakim Singh, R/o E-95, Second Floor, Greater Kailash Part-II, New Delhi – 110048, against the CGRF-BRPL's order dated 18.06.2018 came up for final hearing today i.e. on 03.12.2018.

2. The facts in brief as emerged from the pleadings are that Mr Arvind Khurana, Proprietor of M/s Kriti Constructions, being GPA, had sold a property bearing No.E-95, Second Floor, Greater Kailash Part II, New Delhi – 110048 to the Applicant on 12.01.2004. A new electricity connection bearing CA No.150023165 (live) with sanctioned load of 11 KW was installed on 27.08.2008 in the above said premises of the Applicant. At the time of installation of the new connection in 2008 apparently, no other meter or outstanding dues were raised by the BRPL for the above mentioned premises. On 15.05.2009 during an inspection by Respondent Company, one meter bearing no.27038539 (CA No.100047908) supplying electricity to second floor of the premises E-95, Greater Kailash –II, New Delhi – 110048 was found with reading 73718 KWH & 81117 KVAH.



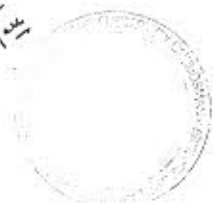
3. Verification of fact that the said sanctioned connection feeded the supply to second floor, owned and used by the Applicant - Sh. Atinder Singh, was carried out and during this period, somewhere on 16.10.2010, it was realized that there was a technical error and accordingly a bill amounting to Rs.3,41,100/- was raised for the CA No. 100047908 (now disconnected) installed in the name of Smt. Kamna Batra, the previous owner of the said property, which was ultimately transferred to CA No.150023165 in the name of Sh. Atinder Singh, the current property owner.

4. A Show Cause Notice dated 09.02.2017 was served to Sh. Atinder Singh stating as to why the dues of disconnected connection CA No.100047908 be not transferred to his connection bearing CA No.150023165.

5. The Applicant did not respond to the Show Cause Notice nor he attended the proceeding connected thereto. Instead, he approached the Permanent Lok Adalat (PLA) by filling a complaint vide case No.EPLA-II/6138/2017 on 07.09.2017. The complaint was filed for seeking stay against disconnection of electricity for his live connection on making part payment after due notice to the respondent. As per direction of PLA, the applicant thereafter made part payment of Rs.1,50,000/- against his live CA No.150023165 on 12.10.2017 and his electricity was restored on 15.10.2017. However, at a subsequent date, he withdrew the complaint from PLA and preferred an application before the CGRF on 27.02.2018, challenging the order related to Billing dues transferred for an amount of Rs.3,53,990/- from disconnected CA No. 100047908 (RC-Kamna Batra) to his live CA No.150023165. The CGRF upheld the decision of charging the dues from the applicant as aforesaid and thereafter, the applicant preferred an application before this Forum against the decision of CGRF.

6. The Respondent, in rebuttal, argued that the disconnected electricity connection was sanctioned and installed on 08.12.2003 in the name of Smt. Kamna Batra at E-95, Second Floor, Greater Kailash-II, New Delhi but could not be punched into system resultantly the bills for consumption could not be raised by the BRPL/Respondent. On 12.01.2004, the Applicant purchased the said property from Smt. Kamna Batra and a Sale Deed was drawn. The recital at Page 9 of Sale Deed states that the property was sold with water and electricity connection. Whereby Applicant misrepresented/concealed the facts. Simultaneously, on 27.08.2008, the Applicant applied and was granted the electricity connection bearing CA No.150023165 after about four years and eight months of purchase of the said property. Fact of already having a connection was suppressed and concealed by the Applicant. During investigation / inspection by Discom on 15.05.2009, it was revealed that connection bearing no.321/129365 – Meter no.29038539 (old K. No. of the said

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connection) was found installed in the name of Smt. Kamna Batra at second floor of the said property and showed reading of 73718 KWH. The meter no.27038539 mentioned in Connection Register and meter no. 27038539 of Site Report dated 15.05.2009 is same.

On 16.10.2009, the said meter was brought under billing net with CA No.100047908 and bill for Rs.3,41,100/- (Rupees Three Lacs Forty One Thousand and One Hundred only) was generated on 16.10.2010 for the consumption reading 73858 KWH and 81283 KVAH. On 03.08.2010, the said connection was disconnected for non-payment of the dues and final bill raised for Rs.3,53,989.76. On 09.02.2017, after verification of fact that the said sanctioned connection fed the supply of second floor, owned and used by Applicant Shri Atinder Singh, a Show Cause Notice was served to Shri Atinder Singh as to why the dues of said connection be not transferred to his live connection bearing CA No.150023165.

Consequently, the Respondent vehemently argued that despite being categorically asked, no documents/evidence could be produced by the Applicant to substantiate non usage of the premises, in question, between January, 2004 to 27.08.2008. Accordingly, considering the records available and the facts and figures as emerged out, the total amount, according to Respondent, as dues came out to be calculated to the tune of Rs.1,92,156/-, due upto billing month of September, 2018 which is required to be paid by the Applicant.

7. During the final hearing, the Applicant alleged that the meter installed on 27.08.2008 in the premises was replaced in August, 2010 and the meter was sent to the lab for inspection but they were not kept informed of the same. According to him in 2010, during the load enhancement, no demand of escaped bill of Rs.3,53,990/- was raised in respect of Smt. Kamna Batra who was earlier occupant and owner of the property in question. Further, he contended that no demand was raised till January, 2017 thereby argued that there should have been a notice from the Respondents that dues are pending. Accordingly, it was argued that the dues have been wrongly projected to him. The applicant brought out, thereby violation of Regulations by the Respondent in handling his matter.

8. In reply to the aforesaid allegations, the Respondent stated that Smt. Kamna Batra, erstwhile owner of the premises, was provided a connection in November, 2003 and the registered Sale Deed was executed between Smt. Kamna Batra and Shri Atinder Singh in January, 2004. As per the terms and conditions of the said Sale Deed, the electricity connection was also transferred in the name of Shri Atinder Singh. Shri Atinder Singh primarily applied for a new connection with 6 KW load single phase connection and the same was sanctioned on 27.08.2008. Consumer



applied for load enhancement from 6 KW to 11 KW in August, 2010 and on 26.08.2010 the single phase meter no.12807002 was replaced to 3 phase meter no.27139023. The final reading recorded by meter no.12807002 was 29953 Kwh and it was billed properly. For converting a connection from single phase to three phase, meter replacement is essential. The removed single phase meter was o.k. and consumer never disputed the working of meter and billing. As per process, it was intimated to the consumer to visit the lab for testing and collection of lab report. Consumer never made any complaint regarding the same in the past. Admittedly, the said bill of Rs.3,53,990/- inadvertently became part of the escaped billing and accordingly, on the basis of site inspection report dated 15.05.2009, the said irregularity was detected. The meter reading as evident was recorded and the dues were raised. The first bill was raised on 20.05.2009. The proper bill in respect to the said property with all relevant dates and documents of the said meter was prepared and raised in August, 2009. The meter was removed on 03.08.2010. The time consumption as it is evident in the said case was due to the reason that voluminous documentation and observations were to be recorded and when it was finalized to the satisfaction of the authorities concerned the same was preferred and raised in 2017. Accordingly, a notice was also served in the instant case.

9. The Respondent stated that an amount of Rs.1,92,156/- is due which should be settled by the Applicant. Thus, the Respondent concluded that whatever actions has been taken in the instant case were just and proper and according to law.

10. Admittedly, the Applicant has conceded to the fact that he had no documentary proof or any evidence to substantiate that the subject property, for the period the dues have been raised, was not utilized by him or the property in question was not in his possession.

11. The entire record in respect to the instant case as available to this Forum and the pleadings by the parties have been considered. On a careful consideration of the arguments advanced by the both the parties, it is viewed that there were obvious omissions and commissions in calculation and demand of the dues in time but apparently no illegality in processing the dues. As regards violation of Regulations as alleged, the Applicant has to seek remedy from the appropriate Forum.

12. Notwithstanding aforesaid, there is no scope to interfere in the ruling dated 18.06.2018 given by the CGRF and I maintain the said order in the instant case to the extent of the CGRF's ruling that, *"we are of the opinion that the dues are rightly transferred upon complainant which are based upon the actual readings and are payable by the complainant and we do not find any anomaly in the recovery of these dues by the respondent. However, in view of fact and circumstances of the case since*



*the LPSC is also included in the transferred amount, therefore, we direct the respondent to recover the actual dues based upon the unit consumed only and not to recover any LPSC from the complainant and received this payment in two equal monthly installment from the complainant."* As the outstanding dues pertain to a long period of seven years approximately, the applicant is granted relief to make payment of outstanding dues in six equal monthly installments.

13. The representation is disposed off accordingly.

  
*Ran*  
**(Rakesh Kumar Mehta)**  
Ombudsman  
03.12.2018