



C A No. 150283795
Complaint No. 62/2021

In the matter of:

ManojComplainant

VERSUS

BSES Yamuna Power LimitedRespondent

Quorum:

1. Mr. Arun P Singh (Chairman)
2. Mrs. Vinay Singh, Member (Legal)
3. Dr. Harshali Kaur, Member (CRM)

Appearance:

1. Mr. Manoj Kumar, Complainant
2. Mr. Imran Siddiqi, On behalf of BYPL

ORDER

Date of Hearing: 14th July, 2021

Date of Order: 20th July, 2021

Order Pronounced by:- Mrs. Vinay Singh, Member (Legal)

Briefly stated facts of the case are that the respondent transferred dues of other connection to the live connection of the complainant.

It is also his submission that he is residing at House no. 1283, Gali No. 1, Khasra No. 162, Near Shiv Mandir, Village Khajoori Khas, Delhi-94. Since 2012 a tower of GTL company is installed at his premises and while getting new electricity connection by GTL Infrastructure from the respondent the complainant neither gave any NOC to GTL or any authority for release of new connection.

Harshali
Imran

Complaint No. 62/2021

He further submitted that GTL has not paid electricity bills since 2018 and now the respondent has transferred the dues of GTL to his electricity connection. Therefore, he requested the Forum to direct the respondent company for immediate withdrawal of the transferred dues.

Notices were issued to both the parties to appear before the Forum on 07.07.2021.

The respondent company submitted their reply stating therein that the present complaint is not maintainable as the complainant before filing the present complaint has not approached the respondent for Redressal of his grievance. Respondent further added that present complaint is regarding transfer of dues on 16.07.2019 of Rs. 1,41,006.38 from CA No. 500007904 in the name of GTL Infrastructure Ltd., at 1283, Karhana Wali Gali, Kh.no. 162, Khajoori Khas, Delhi, Shiv Mandir, Delhi-110094 to CA No. 150283795 in the name of mr. Manoj Kumar, H.No. 1283, Karhana Wali Gali, Kh.No. 162, Khajoori Khas, Delhi, Near Shiv Mandir, Delhi-110094.

It is also their submission that connection bearing CA No. 500007904 was installed on 11.03.2011 in the name of GTL Infrastructure and the consumer while applying for new connection submitted NOC of Sh. Manoj, with property documents of the complainant alongwith an agreement executed between GTL infrastructure Ltd., on the basis of which connection in the premises of the complainant was released.

A site visit was done on 15.05.2019 thereafter a notice dated 20.05.2019 were issued to the consumer for dues transfer but the consumer did not turn up and thus the dues were transferred accordingly. It is further added that the energy dues pertain to the tower connection installed in the premises of the complainant and the complainant is the owner of the premises and connection

Manoj Kumar

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Complaint No. 62/2021

of the tower was given after submission of the NOC by the complainant, hence, the same was transferred to live CA No. 152937510 by following due procedure.

The consumer of CA No. 500007904 has not paid the electricity dues and his supply was disconnected on 31.12.2018 on account of non-payment of dues amounting to Rs. 1,41,006.38/-. Thereafter, dues were transferred to the live connection of CA No. 150283795.

The matter was listed for hearing on 07.07.2021, when respondent submitted their reply along with rent agreement with GTL. Respondent was directed to file detailed statement of accounts in proper format and also submit details of all the connections granted to GTL in BYPL jurisdiction and statement of account showing details of the amounts paid by GTL either by cheque or bank account details. Respondent was further directed to provide details of the steps taken by them for recovery of amount from GTL. The respondent was also directed to file dues details without LPSC.

Respondent was further directed to accept domestic electricity bill of the complainant without LPSC and not to disconnect supply of the complainant till final disposal of the complaint. Also, the transferred amount is stayed till final orders of the Forum.

The matter was finally heard on 14.07.2021, when complainant was directed to file documents regarding the Civil Suit (Rent) before the Forum till 19.07.2021. Respondent has submitted the account details as per the last direction. Total amount of the bill is Rs. 1,41,000/- minus security. Arguments of both the parties were heard and matter was reserved for orders.

The main issue in the present complaint is whether the dues transferred are recoverable from the complainant or not.

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Complaint No. 62/2021

The complainant lodged a complaint before the CGRF regarding illegal dues transfer. The complainant is owner of the said property by GPA, Gift Deed, Will Deed and possession letter issued by Santra Devi on dated 04.09.2010.

The complainant has given the said property on rent through licensed agreement to GTL infrastructure on dated 07.09.2010, through GTL's authorized representative Anant Talpallikar. And the complainant has given NOC to the GTL Infrastructure on dated 08.11.2010 to take electricity connection for running the business.

The GTL got the energy connection on dated 11.03.2011. The electricity consumed by the GTL to run his business after that GTL infrastructure has left the place without giving their rent and electricity bill. The account statement submitted by the respondent shows that GTL has not paid the bill from December 2017 to December 2018. The total outstanding bill was Rs. 1,60,091.56/-. Respondent has issued notice to the GTL but in vain. After that the respondent has transferred these dues to Sh. Manoj Kumar complainant who has given the NOC and is lawful owner of that property by GPA, Gift Deed and Possession letter from Santra Devi on 04.09.2010. GTL infrastructure closed its business without informing the complainant, as the complainant admitted before the Forum. The complainant also submitted before the Forum he has filed a Suit before the Court of Law to recover his rent.

As per many judgments from the Hon'ble Supreme Court and Hon'ble High Court, dues is always are on the property and the owner of the property is liable to pay the electricity consumed by the tenant. That is a negligence on the part of the complainant, why he has not recovered or vigilant or aware from his property which he has given on rent.

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Complaint No. 62/2021

In BSES Rajdhani Power Limited Vs Saurashtra Color Tones Pvt. Ltd. & ors., 2006, Delhi Law Times page no. 213, stated as under:

Electricity is public property. Law in its majesty benignly protects public property and behoves everyone to respect public property. No doubt dishonest consumers cannot be allowed to play truant with the public property but inadequacy of the law can hardly be a substitute for overzealousness.

As held by Hon'ble High Court of Delhi in Izhar Ahmad & Anr has stated "the intent of such a Regulation is to ensure that electricity companies do not have to 'run around' to recover their dues and any person who applies for re-connection makes payment of fraudulent abstraction charges before grant of new connection or reconnection of the said premises."


We are of considered opinion that the complainant has given this property on rent to GTL and also NOC for getting the electricity connection. The tenant has left the place without paying the electricity bill consumed by them but the dues are always on the property (owner of the property). Therefore, the complainant (owner of the property) is liable to pay the transferred energy dues of GTL connection having CA No. 500007904 amounting to Rs. 1,41,000/- without LPSC amount consumed by his tenant GTL.

The matter is disposed off as above.

No order as to the cost. A copy of this order be sent to both the parties and file be consigned to record room thereafter.

The order is issued under the seal of CGRF.


(HARSHALI KAUR)
MEMBER (CRM)


(VINAY SINGH)
MEMBER (LAW)


(ARUN P SINGH)
CHAIRMAN