

C G R F



B Y P L

Consumer Grievance Redressal Forum
FOR BSES YAMUNA POWER LIMITED
(Constituted under section 42 (5) of Indian Electricity Act. 2003)
Sub-Station Building BSES (YPL) Regd. Office Karkardooma,
Shahdara, Delhi-110032
Phone: 32978140 Fax: 22384886
E-mail: cgrfbypl@hotmail.com
SECY/CHN 015/08NKS

C A No. 150780727 & 150450676
Complaint No. 82/2020

In the matter of:

Shikha JainComplainant

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. Ravinder Singh, Counsel for the complainant
2. Mr. Imran Siddiqi, On behalf of BYPL

ORDER

Date of Hearing: 22nd February, 2021
Date of Order: 25th February, 2021

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

Briefly stated facts of the case are that the respondent sent inflated electricity bills to complainant in the month of September 2020 against her CA No. 150450676 & 150780727.

It is also her submission that applicant is owner of built up property bearing no. X/4442 in Gali No. 6, Ajit Nagar. She purchased the said property on 05.03.2012 thereafter she applied for new connection on the said property which the respondent released. She further added that the said property has two portions, she is owner of one portion and other portion is in possession of Prem Singh and using electricity through other electricity meter.

Harshali
Imran
1 of 5

Complaint No. 82/2020

It is further stated that she is regularly depositing her electricity bills as and when raised by the respondent. But to her utter surprise the bill for the month of September 2020 for both her connections were Rs. 13309.81/- meter no. 70118944 and Rs. 12483.27/- for meter no. 55280959. She contacted respondent for correction of her bills but all went in vain. Therefore, she approached the Forum and requested for withdrawal of inflated bills and producing her genuine bills.

Notices were issued to both the parties to appear before Forum on 22.12.2020. On the hearing the respondent filed their reply and counsel of the complainant submitted that whose dues were transferred is staying in half of the premises. Respondent is advised to verify the facts and try for an amicable settlement and not to disconnect the supply till the final orders of the Forum. Respondent was further directed to issue current bill and the complainant is directed to pay the same within 7 days.

The respondent company submitted their reply stating therein that the present complaint is regard to transfer of dues on 26.08.2020 of Rs. 26619/- of CA no. 100799496 in the name of Sh. PRem Singh at H.No. 4442, Gali No. 6, Ajit Nagar, Gandhi Nagar, Delhi-110031 to CA No. 150780727 and 150450676 in the name of Shikha Jain at H.No. IX/4442, GF, Gali No. 6, Ajit Nagar, Lal Batti Chowk, Delhi-110031.

As per the site visit report dated 02.07.2020 and 21.07.2020 and notice dated 02.07.2020 issued to the complainant for dues transfer, but the consumer did not turn up and the dues were transferred accordingly. Respondent further added that at the time of applying for new connections by Shikha Jain in the year 2012, she attached the bills of Prem Singh with the new connection application and also name of Prem Singh is mentioned in property papers.

Handwritten signature

Handwritten signature

Handwritten signature

Complaint No. 82/2020

It was further added that the complainant also approached Public Grievance Cell of Delhi Government, but consumer but did not follow/pursue the proceedings.

On hearing dated 12.01.2021, respondent was asked to file statement of accounts which they duly filed on next hearing dated 29.01.2021.

The matter was again heard on 08.02.2021, one unsigned letter of the complainant regarding settlement was filed, for which Forum raised objection. Both the parties were directed to file amicable settlement affidavit as per DERC Guidelines/CGRF Regulations.

Matter was finally heard on 22.02.2021, when both the counsel of the complainant and the respondent submitted an affidavit that the case is amicably settled.

The respondent company submitted their affidavit dated 19.02.2021 as below:-

"I Vijender Kumar, S/o Sh. D. R. Sharma, aged 45 years, having office at BSES YPL, Krishna Nagar do hereby solemnly affirm and declare as under:

1. That I am working as Assistant Accounts Officer for the Respondent Company in the captioned matter.
2. That I say that in the above mentioned case the dues of CA No. 100799496 R/C Prem Singh Rs. 26619.62/- transferred to CA No. 150450676 and 150780727 Rs. 13309.81/- each. Further we checked and revised the demand with due slab and adjustment of due payments.
3. That I say that the dues of CA No. 100799496 R/C Shikha Jain amicably settled in Rs. 9566/- upto reading R-1742 KVAH dated 23.01.2021.
4. That I say that the dues of CA No. 150450676 R/C Shikha Jain amicably settled in Rs. 8875.00 upto reading R-14979 KVAH dated 23.01.2021.

Handwritten signature

Handwritten signature

Complaint No. 82/2020

5. I say that the contents of accompanying reply are based on the official records maintained by the company in normal course of business and are believed to be true and correct and nothing material has been concealed therefrom.

The complainant also submitted her affidavit stating therein as under:-

It's for your kind information that I visited the divisional office Krishna Nagar for settlement of disconnected connection CA no. 100799496 in the name of Mr. Prem Singh R/o 4442, Gali No. 6, Ajet Nagar, Gandhi Nagar, Delhi-110031. The outstanding bill against this CA No. 100822095 in the name of Mr. Prem Singh is Rs. 26619.62/-. These dues transferred equally to CA no. 150780727 & 150450676.

Now my dispute CA No. 150780727 amicably settled in Rs. 9566/- upto reading 1742 KVAH dated 23.01.20 and CA No. 150450676 amicably settled in Rs. 8875/- upto reading 14979 KVAH dated 23.01.20.

BYPL will issue NOC against C A No. 100799496 in the name of Mr. Prem Singh (disconnected)

Terms of settlement are as under:-

I am submitting the cheque no. 342091 dated 05.02.2021 for Rs. 18441.00 against both revised demand of CA no. 150780727 Rs. 9566/- & CA No. 150450676 Rs. 8875/-.

As my matter amicably settled with BSES, I want to withdraw my case including any other court/forum regarding this particular grievance.

It is well settled principle to respect the settlement "once the settlement held, no party should step back from the conditions of settlement.

Hon'ble High Court of Delhi in the matter of Dayawati Vs Yogesh Kumar Gosain 17 October 2017, "Amicable Settlement between the parties are binding never repudiate.

Handwritten signature

Handwritten signature

Handwritten signature

Complaint No. 82/2020

As Winston & Straw on Paris Partners Annacarie reports, " Amicable settlement of conflict are more efficient, quicker and cheaper than litigation and arbitration.

We have gone through the submissions of both the parties. After going through all the material facts we found that:

1. The respondent transferred the dues of Prem Singh to the live connections of the complainant without checking their record. The complainant approached the Forum against the illegal dues transferred to her both CA numbers 150780727 & 150450676.
2. After the intervention of the Forum the complainant filed settlement letter dated 05.02.2021 and respondent filed an affidavit on dated 19.02.2021 regarding transferred dues amount is settled between them amicably.
3. The Forum is of opinion that after filing the settlement letter and affidavit, allowed the settlement cum withdrawal letter.
4. The respondent should be more cautious and vigilant in future while dealing the dues transfer matters.

The case is disposed off accordingly.


(HARSHALI KAUR)
MEMBER (CRM)


(VINAY SINGH)
MEMBER (LAW)


(ARUN P SINGH)
CHAIRMAN