



C A No. Applied For
Complaint No. 98/2022

In the matter of:

Vibha Jain

.....Complainant

VERSUS

BSES Yamuna Power Limited

.....Respondent

Quorum:

1. Mrs. Vinay Singh Member(Law)
2. Mr. Nishat Ahmed Alvi, Member (CRM)

Appearance:

1. None present on behalf of the complainant
2. Ms. Ritu Gupta, Mr. Tarun Anand, Ms. Shweta Chaudhary & Ms. Katha Mathur, On behalf of BYPL

ORDER

Date of Hearing: 16th August, 2022

Date of Order: 22nd August, 2022

Order Pronounced By:- Mrs. Vinay Singh, Member (Law)

Briefly stated facts of the case are that the complainant applied for new electricity connection and the respondent had not install the meter till date.

The complainant's grievance is that she purchased property no. E-422, GF, Kh.No. 827, Gali No. 5, Jagjeet Nagar, Shahdara, Delhi-110053 through bank auction. After purchasing property she applied for new connection on 16.12.2021 but respondent rejected her application for new connection and

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raised her a bill of Rs. 1,37,689/- which she has to clear before release of new connection. Therefore, she requested the forum to direct the respondent for immediate release of new connection.

Notices were issued to both the parties to appear before the Forum on 23.06.2022.

Respondent submitted their reply stating therein that the complainant applied for new electricity connection vide request no. 8005301036. It is also their submission that complainant purchased property bearing no. E-422, Part of Khasra No. 827, Village Ghonda, Gurjan Khadar, E-block, Gali No. 5, Jagjeet Nagar, Shahdara, Delhi-110053 in auction on 'as is where is, 'as is what is' and 'whatever there is' basis vide certificate of sale dated 24.06.2021, thereafter complainant applied for new electricity connection vide request no. 8005301036 dated 21.11.21, but the said request of the complainant was rejected as complainant was duly intimated about the outstanding dues of Rs. 1,37,689/- against CA No. 100060608. The complainant has claimed that as property was purchased in auction as such she is not liable to pay the outstanding dues. It is submitted that as property was purchased on 'as is where is', 'as is what is', 'whatever there is' basis as such she is required to clear the statutory dues including the electricity. Respondent also submitted reference in this regard be made to Judgment titled as "Telangana State Southern Power Distribution Company Limited & Anr Vs M/s. Srigdhaa Beverages", passed by Hon'ble Supreme Court of India on 01.06.2020 wherein the point of law adjudicated upon was whether the liability towards previous electricity dues of the last owner could be mulled on to the respondent who was an auction purchaser.

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V. Anu

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The matter was listed for hearing on 23.06.2022, when respondent filed their reply and counsel of the complainant was asked to file rejoinder.

On next hearing i.e. on 05.07.2022, respondent was asked to file statement of account of the disconnected connection. Again on hearing dated 12.07.2022, respondent was asked to file date of which the payment of energy bill was stopped by the previous owner of the property.

The matter was again heard on 14.07.2022, when respondent was directed to clarify queries of the Forum regarding date of disconnection, date of last payment made by the complainant, dues at the time of disconnection and reason of disconnection. Respondent was also directed to clarify that an amount of Rs. 1,22,068.12/- was credited on 31.03.2013 thereafter, same amount of Rs. 1,22,068.12/- was reverted back on 29.05.2020. Respondent was directed to provide all the details in writing along with documentary proof.

Respondent filed their written submissions submitting therein that from September 2011 only fixed charges are charged which indicates that connection was disconnected temporarily in September 2011 and as final bill is till 11.01.2012 hence it is presumed that permanent disconnection is w.e.f. 11.01.2012. Consumer made last payment of Rs. 31,509/- on 11.11.2010 thereafter he issued cheque of Rs. 42,350/- on 15.03.2011 which was dishonored. Consumer again issued cheque of Rs. 72,670/- on 26.05.2011 which was also dishonored on 30.05.2011. The supply of the complainant was disconnected due to long outstanding dues and dues at the time of disconnection were of Rs. 1,38,307/- which after security adjustment were reduced to Rs. 1,37,689/-.

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The matter was finally heard on 16.08.2022, when again none was present on behalf of the complainant. Forum felt that complainant is no longer interested in pursuing the matter. Forum reserved the case for orders.

We have gone through the submissions made by both the parties. From the narration of facts and material placed before us we find that the complainant purchased the property number E-422, Gali no. 5, Jagjeet Nagar, Usmanpur, Delhi-110053 in auction on 'as is where is', 'as is what is' and 'whatever there is' basis on dated 24.06.2021. Thereafter, complainant applied for new electricity connection on the said property vide application no. 8005301036 dated 21.11.2021 but respondent rejected her application for new connection on pretext of clearance of outstanding dues against CA No. 100060608.

That the complainant purchased the said property on 'as is where is', 'as is what is' and 'whatever there is' basis as such she is required to clear the statutory dues including that of electricity.

Also, as per judgment of "Telangana State Southern Power Distribution Company Limited & Anr. Vs M/s. Srigdha Beverges" passed by Hon'ble Supreme Court of India on 01.06.2020 wherein the point of law adjudicated upon was whether the liability towards previous electricity dues of the last owner could be mulled on to the respondent who was an auction purchaser.

In view of the above, we are of considered opinion that the complainant is liable to pay the pending dues of CA No. 100060608.

Therefore, we direct,

- The complainant is directed to clear the dues of CA No. 100060608 for release of new connection.
- The respondent is also directed to waive off entire LPSC levied in the bill.

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
V. A.


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- If the complainant wants instalments, respondent is directed to allow same as per Section 49 of DERC Supply code 2017.
- The respondent is further directed to release the connection to the complainant after completion of all the commercial formalities as per DERC Regulations 2017.
- The respondent is also directed to file the compliance report within 21 days from the date of this order.

The case is disposed off as above.

No order as to the cost. Both the parties should be informed accordingly.
Proceedings closed.


(NISHAT AHMED ALVI)
MEMBER (CRM)


(VINAY SINGH)
MEMBER (LAW)