



C A No. 152574632
Complaint No. 22/2021

In the matter of:

Mohammad AsimComplainant

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. Mrs. Suman, Counsel for the complainant
2. Mr. Imran Siddiqi, On behalf of BYPL

ORDER

Date of Hearing: 06th April, 2021

Date of Order: 07th April, 2021

Order Pronounced by:- Mr. Arun P Singh, Chairman

Briefly stated facts of the case are that the respondent transferred dues of other CA No. to his live CA no. 152574632.

It is also his submission that he is user of electricity vide CA no. 152574632, installed at H.No. 6/272, third floor, R/S, Lalita Park, Laxmi Nagar, Delhi on 22.06.2018 and since then he is paying all the bills issued by the respondent timely. It is also his submission that in the month of November 2020 he received a bill amounting to Rs. 71340/-. He approached the respondent for clarification of the transferred dues.

Harshali

Imran

Suman

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He was informed that the dues are of other connection bearing CA no. 100942990 in the name of Ms. Najmun Nisha at 6/272, GF, Lalita Park, Laxmi Nagar, Delhi-92, have been transferred to his live connection. He further stated that he has no relation with Ms, Najmun Nisha. He also submitted that the said connection was energized on the ground floor of the building and his connection is at the third floor of the building. Therefore, he requested the Forum to direct the respondent company for removal of the said transferred dues and to accept only reading based bills.

Notices were issued to both the parties to appear before Forum on 05.03.2021.

The respondent company in their reply submitted that present complaint is regarding transfer of dues from CA No. 100942990 in name of Mohd Abdul at 6/272, 3rd floor, R/S, Lalita Park, Delhi-110092 to CA No. 152574632 in the name of Mohd Asim 6/272, 3rd floor, R/S, Lalita Park, Delhi-110092. It is also their submission that in paper of sale deed Mohd Asim purchased the property from Abdul on 05.12.2014, therefore, as per rule Mohd Asim is beneficiary of these dues. Mohd Abdul is old owner of the floor of the complainant.

Respondent further added that connection of CA no. 100872168 disconnected on 23.05.2018 due to non-payment by recovery department and new connection was installed on 22.06.2018 in the name of Mohd Asim.

On hearing dated 05.03.2021, both the parties were present. Respondent was directed to submit statement of accounts of Ms. Tahira Begum because the floor has two house and two connections since 2014. Counsel of the complainant was also asked to submit rejoinder, if any.

The respondent vide their mail dated 11.03.2021 submitted details of the connections in the said premises.

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Respondent submitted that documents of Tahira Begum were examined, however no connection was found as connection of Tahira Begum was installed on 27.03.2017 prior to disconnection of Sh. Abdul which was disconnected on 23.05.2018. Since the connection of Tahira Begum was installed prior to disconnection of connection of Sh. Abdul, hence dues were not transferred to her connection.

Respondent further added that after disconnection of Sh. Abdul meter of Sh. Asim was installed on 22.06.2018, which proves that connection of Sh. Abdul was used by Sh. Asim and after disconnection complainant got new connection installed in his name.

The matter was again heard on 12.03.2021, when respondent submitted brief facts of the case and statement of account as per last direction. Complainant submitted that he used the connection of Abdul Ali since 2014 to 2018 and paid all the bills. These dues are illegally transferred to his CA No. He also stated that on the ground floor there is one connection in the name of Ms. Nazum Nisha, wife of Abdul Ali, whose dues were transferred to CA no. of the complainant. Respondent was directed to file all the four K.No. files. Forum also granted stay on disconnected of supply of the complainant till the disposal of this complaint by the Forum. Respondent was also directed to file details of the disconnection/meter removal details/when the connection became PD.

As per the requirement of the Forum the respondent company submitted the K.No. files.

Matter was finally heard on 06.04.2021, when arguments of both the parties were heard and matter was reserved for orders.

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We have gone through the submissions made by both the parties. From the narration of facts and material placed before us we find that non-domestic electricity connection CA no. 100942990 in the name of Nazmun Nisha was installed on the ground floor of the premises no. 6/272, Lalita Park, Laxmi Nagar, Delhi. Date of energization of this connection was 24.01.2000 and it was disconnected on 13.02.2014 with outstanding dues of approx. sixty two thousand. As per records submitted by the respondent themselves, they did not make any efforts to recover these dues nor finalize the PD (permanent disconnection) till April'2018. (for more than four years). As per Regulation 27 of the DERC Regulations 2007, applicable at that time licensee was required to finalize permanent disconnection and terminate agreement within six months of the disconnection date 13.02.2014 in the present case. Hence, the respondent should have finalized the PD/terminated the agreement for CA no. 100942990 by August 2014. Regulation 27 is reproduced below:

27. Termination of Agreement

i) If power supply to a consumer remains disconnected for a period of one hundred and eighty (180) days for non-payment of charges or dues or noncompliance of any direction issued under these Regulations, the Licensee shall issue a show cause notice to the consumer for termination of the agreement. The consumer may send a reply to the notice within seven days. In case no effective steps are taken by the consumer for removing the cause of disconnection and for restoration of power supply, the agreement of the Licensee with the consumer for power supply shall be terminated on expiry of the period of seven days, from the date of service of the notice. During the period of temporary disconnection the consumer shall be liable to pay the demand charges or fixed charges, as the case may be.

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- ii) Domestic and single-phase Non-domestic category of consumers may terminate the agreement after giving a fifteen days notice after expiry of the lock in period of one year. The consumers other than domestic and single-phase non-domestic category can terminate the agreement after the expiry of the lock in period of two years by giving one month's notice. Provided that, if the agreement is to be terminated before the expiry of the initial lock in period of the agreement, for categories other than domestic and single phase non-domestic consumers, then the consumer shall be liable to pay fixed/ demand charges, as per the applicable tariff, for the balance of the lock in period. Further, provided that, the Licensee shall arrange for special meter reading, at a mutually acceptable date and prepare final bill. Such bill shall be stamped as final bill. The agreement shall be terminated on payment of final bill. The receipt of the payment of the final bill shall be treated as "No dues certificate".
- iii) On termination of the agreement, the Licensee shall be entitled to remove the service line and other equipment of the Licensee from the premises of the consumer. After permanent disconnection, if the consumer wishes to revive the connection, then it would be treated as an application for new connection and would be entertained only after all outstanding dues have been cleared.

It appears from records submitted by the respondent that in April 2018; one applicant/connection seeker started process for obtaining an electricity connection on the ground floor of the premises, then respondent became active for the dues of CA no. 100942990 in the name of Nazmun Nisha installed on the ground floor itself and disconnected on 13.02.2014, and transferred these dues to a third floor electricity connection CA no. 100872168 in the name of Abdul i.e. dues of one property (commercial on ground floor) were transferred to an altogether different property (residential on third floor) and connections were also in separate names. There is clear provision in law (Regulations & Guidelines) that electricity dues of a property are payable by the subsequent owners of that property provided these are found payable under various

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provisions in Law/Regulations. This is established law and accordingly various Forums/Hon'ble courts have passed orders on the subject matter. Apparently the respondent violated above provisions in law in releasing CA No. 152537033, non-domestic on the ground floor of the building, which was energized on 15.05.2018.

Thus, transfer of dues of ground floor electricity connection CA no. 100942990 (non-domestic) in the name of Nazmun Nisha to the third floor residential connection CA No. 100872168 in the name of Abdul is unlawful, arbitrary and malafide and further transfer of these dues to the electricity connection CA no. 152574632 in the name of Mohd Asim (the complainant and subsequent owner of the third floor residential flat where previously connection CA no. 100872168 in the name of Abdul was installed) is rejected as invalid.

The respondent is directed to revise the bill for CA no. 152574632 after withdrawing the unlawfully transferred amount of Rs. 61,236/- alongwith LPSC and provide the revised bill to the complainant within two weeks from the date of this order.

The case 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.

The compliance should be reported within 30 days. The order is issued under the seal of Consumer Grievance Redressal Forum (BYPL).


(HARSHALI KAUR)
MEMBER (CRM)


(VINAY SINGH)
MEMBER (LAW)


(ARUN P SINGH)
CHAIRMAN