

OFFICE OF 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: 011-41009285 E.Mail elect_ombudsman@yahoo.com)

IN THE MATTER OF

1. Shri Vijendra

(Appeal No.08/2025 against the CGRF-BYPL's order dated 16.12.2024 in Complaint No.350/2024)

2. Shri Vijendra

(Appeal No. 09/2025 against the CGRF-BYPL's order dated 16.12.2024 in Complaint No. 404/2024)

Vs.

BSES Yamuna Power Limited

Present:

Appellant: Shri Vijendra, in person.

Respondent: Shri R. Meenakshi, DGM, Ms. Chavvi Rani, Legal Retainer and Shri Akash Swami, Advocate, on behalf of BYPL

Date of Hearing: 14.05.2025

Date of Order: 15.05.2025

ORDER

1. The two Appeals numbering 08/2025 & 09/2025 has been filed by Shri Vijendra, in his capacity as a tenant residing at 21/262, First Floor, Kalyan Puri, Delhi - 110091, against the Consumer Grievance Redressal Forum – Yamuna Power Limited (CGRF-BYPL)'s orders in Complaint No. 350/2024 & 404/2024 dated 16.12.2024

2. As the issues raised in both the appeals pertains to the same connection, i.e. pre-paid meter No. 81400231 (CA No. 152997382), and installed at the same premises, hence, hearing was conducted on the same day, i.e. 14.05.2025 at 2.30 PM, and a common order has been passed.



3. The background of the case is that the Appellant filed two separate complaints (No. 350/2024 on 19.06.2024) before the Forum for rectification of his faulty pre-paid meter and second complaint (No. 404/2024 on 24.07.2024) for removal of an amount of Rs.32,763/- transferred to his account unlawfully. The Appellant asserted that he had opted for pre-paid electricity meter/connection for better control over his electricity expenses, which allows a consumer (a) to buy electricity credit online in advance, (b) monitor the usage of purchase credit, and (c) recharging the meter in real-time when credit is low to avoid disconnection. However, the subject meter appeared to be defective or faulty, as it continued to supply electricity without requiring advance credit purchases. The electricity remained connected even when credits were not purchased, resultantly the meter functioned as in post-paid connection. Therefore, he had requested the Forum to rectify this issue to ensure that the meter operates correctly which could help him to maintain better control over his electricity consumption and expenses.

The Appellant, in his second complaint vide No.404/2024 dated 24.07.2024 requested the Forum for removal of an amount that was unlawfully transferred to his CA No. 152997382 by the Discom. The Appellant argued that this outstanding dues pertains to connection bearing CA No. 153817537 registered in the name of Shri Jitendra, who did not pay his dues and still residing at the premises. Being the same premises, the Discom transferred these outstanding dues to the Appellant's electricity connection. Additionally, the Appellant requested for grant of an amount of Rs.30,000/- towards legal expenses besides a compensation for mental harassment caused to him.

4. However, the Discom contended before the CGRF that the Appellant with ulterior and vested motive to defraud the Discom of its legitimate dues against the supply of energy, had filed the complaint. The Appellant concealed the previous complaint with the identical issue against the same CA number, which was adjudicated by the Forum on 14.06.2021 in CG No. 28/2021 titled as Vijendra Vs. BSES-YPL. Accordingly, the instant complaint was also hit by the law of res-judicata. Now, the complainant has filed the complaint agitating the issue of pre-paid meter not getting auto cut-off and meter getting converted into the post-paid meter, which will eventually not absolve the complainant from the fact that the services were duly availed by him.

5. The Respondent further submitted before the CGRF that the basic intent of the prepaid meter not getting auto disconnect is to provide continuous energy supply to the end user who are primarily schools, colleges, and hospitals etc. and are carrying out primary function of dispensing essential services which needs to be given unhindered/uninterrupted supply all the time and adopting the auto cut feature would jeopardize the entire function and could lead to disastrous results.



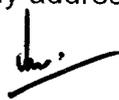
6. It was further submitted that the smart pre-paid meter was also introduced to ease the grant of new connection to the tenants with the bare minimum documents, i.e. valid rent/lease agreement and last three months' rent receipts. The intent was to reduce the owner-tenant dispute getting into the way of seeking new electricity connection and further enabling the tenant as well to seek new connection with ease. Reliance has also been placed on the modus operandi adopted by the Appellant in becoming tenant of the premises owned by his brother Shri Rajender Kumar, for taking benefit of facility of pre-paid meter. At the same time, under notarized agreement real brothers had become tenants of one and another either by showing one brother as owner or at other times wife of one brother becoming the owner and unethically rent receipt had been used to get the pre-paid connection to defraud the Respondent. Having enjoyed the services in the form of energy supplied by the Respondent, the defense of pre-paid meter is being used, when payment qua the same has been sought.

7. The CGRF-BYPL, in its order has observed that the complainant earlier approached this office under CG No. 28/2021, for the rectification of the bill for the same connection, bearing CA No.152997382. This matter was addressed on 14.06.2021, observing the non-functional pre-paid meter needs to be changed part from other reliefs. Despite the order of CGRF, the Discom has not taken any corrective action either to rectify the pre-paid meter installed at the complainant's premises or changing it, indicates a serious lapse on the part of the Discom.

The payments of the bills were consistently made as and when issued by the Discom. After three years of the previous order cited above, the complainant once again approached the Forum regarding the non-functioning of the installed pre-paid meter. Concerning the tenancy issue raised by the Discom, the CGRF clarified that the current matter pertains specifically to the non-functioning of the pre-paid meter, rather than the complainant's status as tenant or landlord.

The CGRF-BYPL, considered that the Discom was at fault by not taking the corrective measures and directed the Discom to revise the electricity bill in question by waiving off the LPSC charges and adjust 10% of the bill amount towards compensation and be released within two weeks from the date of order. The Discom had to issue monthly consumption bill as per metered consumption. The complainant may pay this revised bill in five equal monthly installments along with regular/current monthly bills. The Discom was also directed to take corrective measures to install pre-paid meter at the complainant's premises.

8. The Appellant dissatisfied by the Forum's order dated 16.12.2024, has filed this appeal on the ground to ensure the complete rectification of the defective pre-paid meter. Additionally, the Appellant has argued that the issues surrounding compensation and the waiver of charges were not adequately addressed, considering the financial burden due to



malfunctioning of the meter. The Appellant has requested (a) to enhance the compensation, (b) to waive off excess charges billed, (c) to revise the time-line for installation of fully functional pre-paid meter and (d) to direct the Discom to provide final bill which clearly reflected all the adjustments, i.e. excess charges, compensation, etc.

9. The Discom, in its written submission dated 27.02.2025 to the appeal, reiterated the facts placed before the CGRF-BYPL. In addition, the Discom submitted that while Appellant claimed to be tenant of the premises on the first floor of 21/262, Kalyanpuri, the alleged tenancy has expired long back and as on date there is no locus of the appellant to claim any relief whatsoever before the Ombudsman, in the absence of any valid title/possession qua the applied premises. It has further been mentioned that the use of energy had not been disputed and the consumption has also been admitted. The Appellant had not been making payment from time to time, and it is only in the month of June, 2024, that he created the grievance.

Reliance has also been placed by the Discom on the law settled in KC Ninan Vs. Kerala State Electricity Board, interpreting that duty in Section 43 of the Electricity Act for supply of electricity is not absolute but subject to charges and compliances stipulated by the electric utilities. Further, relying on other judgements by the Supreme Court reliance is also placed on the legal maxim 'Jure Naturae Aequum Est Neminem cum Alterius Detrimeto Et Injuria Fieri Locupletioem', which means that it is a law of nature that one should not be enriched by causing loss or injury to another.

10. In Appeal No. 9/2025, the Appellant stated that an amount of Rs.32,763/- had been illegally transferred against his CA No. 152997392 from CA No. 153817532, registered in the name of Shri Jitender, although, Shri Jitendra was staying on the second floor of the same building. Objection was raised vide letter dated 12.06.2024 to the notice dated 21.05.2024 in respect of the transfer of funds, but was ignored. He prayed before the Forum for recovery of these dues from Shri Jitender only, who is still residing on the second floor. Upon consideration of the submission made by the Appellant as well as Discom, the CGRF in its order dated 16.12.2024 found that since the dues were pertaining to the Jitendra, who was still residing in the subject premises, the Discom should effect recovery the dues from him only. The Appellant before the Ombudsman has claimed relief in the form of enhancement of the compensation in respect of pre-paid connection as well as imposition of fine of Rs.30,000/- on the Discom as compensation for legal fees which he had to incur for their illegal action.

11. The appeal was admitted and fixed for hearing on 14.05.2025. During the hearing, the Appellant was present, in person, and the Respondent was represented by their authorized representatives/advocates. An opportunity was given to both the parties to plead their respective cases at length and relevant questions were asked by the Ombudsman and Advisors, to elicit more information on the issue.



12. During the hearing, the Appellant contended that his request for meter change and conversion into auto cut pre-paid had not been addressed despite the CGRF order in 2021, and the meter jump issue was also not addressed. The CGRF had ordered compensation but despite waiver, the amount of Rs.32,763/-, was erroneously incorporated in his bill, which was payable by Shri Jitendra. Further, no compensation for litigation expenses had been considered by the Forum. He, however, conceded that he had not taken any action in the year 2022 & 2023, for submitting a written request to the Discom regarding the change of pre-paid meter.

13. In rebuttal, the Respondent reiterated its contentions as in the written submission. The Officer present was unable to provide a satisfactory response as to why meter was not changed with auto-cut mechanism, despite CGRF's direction in 2021 and 2024. The Respondent informed that the regular bills were not being paid by the Appellant. In addition, the submissions were made by the Advocate in regard to tenancy issue involving the three brothers as well as the purpose of installation of pre-paid meters which were not found relevant to the issues raised and under consideration before the Ombudsman. It was also conceded that the pre-paid auto-cut meters had not been provided till the date of hearing.

14. Having taken all factors, written submissions and arguments into consideration, the following aspects emerge:

- (i) There are no copies of bills on record, as may throw light on the consumption pattern during last 1-2 years. While the Regulations place onus on licensee to maintain meter, pre-paid meters have not been properly maintained. No responsibility has been fixed for the malfunction of the pre-paid meters and deliberate non-compliance with the CGRF's orders in this regard.
- (ii) The issue of the pre-paid meter not cutting off electricity supply, when the balance is low, is not addressed and no corrective action taken by the Discom in any of the three cases in hand. Whether pre-paid meters stand restored is also not borne from the record.
- (iii) No billing details are placed on record to evaluate the amount claim based on actual consumption during a period. However, consumption pattern sheet is provided, and taken on record.
- (iv) The Discom has not produced any material to negate the fact that when Shri Jitendra allegedly consumed electricity, how can Shri Vijendra be made liable for payment.



- (v) Action taken in terms of CGRF's order is not reflected in the reply by Discom, since no corrective measures appear to have been taken to install pre-paid meter in terms of CGRF's order.
- (vi) Dues transfer case and meter replacement order of Shri Vijendra has already been settled along with compensation in his CG No. 350/2024. The details of the claimed amount based on actual consumption had however not been worked out.
- (vii) Under Mukhyamantri Kirayedar Meter Yojna launched in 2019, consumer sought pre-paid meter under to monitor his monthly consumption as well as other related parameters. Discom energized connection on 12.12.2019 with Meter No. 81400056, but without auto-cut function in meter. Thus meter kept on functioning as post-paid meter. Meter No. 81400056 was replaced with Meter No. 81400231 as seen from meter reading noted on 16.04.2021.
- (viii) Consumption pattern sheet provided by Discom, showing monthly down loading of reading having per day consumption & MDI in billing cycle and as per the season consumption seems quite proper.

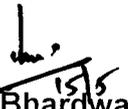
14. In the light of the above, this court directs as under:

- (i) The Discom shall forthwith withdraw the amount of Rs.32,763/- illegally transferred from CA No. 153817532 in the name of Shri Jitendra to the CA No. 152997392 in the name of Shri Vijendra, if not already done.
- (ii) Revised bill, taking into account the actual consumption of electricity by Shri Vijendra be prepared for payment by the Appellant. The Appellant may pay the outstanding bill in three monthly installments.
- (iii) Pre-paid auto cut meter to be installed within a week after submission of rent agreement/receipts and completion of other commercial formalities as required by the Discom.
- (iv) A compensation of Rs. 2,500/- is awarded to the Appellant for the mental agony caused, to be adjusted against the ensuring bills.
- (v) An enquiry be ordered by the CEO into the aspect of deliberate non-compliance with the CGRF's orders for installation of pre-paid auto-cut meters to fix responsibility for the lapses and harassment caused to the consumer.



15. This order of settlement of grievance in the appeal shall be complied within 15 days of the receipt of the certified copy or from the date it is uploaded on the website of this Court, whichever is earlier. The parties are informed that this order is final and binding, as per Regulation 65 of DERC's Notification dated 24.06.2024.

The case is disposed off accordingly.


(P.K. Bhardwaj)
Electricity Ombudsman
15.05.2025