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Office of Electricity Ombudsman

(A Statutory Body of Govt. of NCT of Delhi under the Electricity Act, 2003)

B-53, Paschimi Marg, Vasant Vihar, New Delhi – 110 057

(Phone No.: 32506011, Fax No.26141205)

Appeal No. F. ELECT/Ombudsman/2006/136

Appeal against Order dated 12.05.2006 passed by CGRF – BRPL in Case No.CG/232/2005

In the matter of:

Shri Surjit S. Kalra

- Appellant

Versus

M/s BSES Rajdhani Power Ltd

- Respondent

Present:-

Appellant

1. Shri Surjit S. Kalra
2. Shri Rajinder Pal (authorised representative)

Respondent

Shri A.K. Tyagi, Business Manager, Nizamuddin

Date of Hearing: 28.02.2007, 19.03.2007

Date of Order : 02.04.2007

ORDER NO. OMBUDSMAN/2007/136

The appellant filed this appeal against CGRF – BRPL order dated 12.05.06 in case no. CG232-05/2006/F1/757. As per CGRF order appellant was directed to make payment of outstanding dues in respect of K No. 25400D360010 on pro-rata basis as per DVB orders or appellant may wait till recovery is affected from the registered consumer.

Perusal of appeal, CGRF orders, and the reply submitted by the respondent reveals that:

- (i) The property at E-4, Defence Colony was developed as a multi-story building by Shri Anil Sarin, a builder in 1987-88. On 21.01.1991 a small flat D-4 of 301 sq. ft. area on first floor in the same premises was purchased by the appellant's father-in-law from Shri Anil Sarin.
- (ii) On 02.05.1996 this flat was purchased by the appellant from his father-in-law and was rented out.

- (iii) Shri Anil Sarin had three connections one each for ground floor, first floor and second floor in his name and supply to various small flat owners on each floor was provided by him through sub meters.
- (iv) On 13.01.2003 Shri Anil Sarin informed the concerned XEN that the electricity is not consumed by him from the meter of first floor and second floor and the same is being used by 10 flat owners names of which were mentioned in the letter dated 13.01.03. Also necessary changes in the bills may be made accordingly. On 12.02.2003 Shri Anil Sarin informed the appellant to get the electricity meter transferred in his name.
- (v) The supply of first floor meter was disconnected by BRPL on 29.01.2004 on account of non payment of dues amounting to Rs.9,34,307.91/-.
- (vi) Appellant made an application on 28.06.2004 for new electric connection for his small D-4 flat. Appellant sent reminders to BRPL on 23.12.2004, 18.01.2005, 10.02.2005, 08.03.2005, 23.03.2005 and to CEO of BRPL on 21.04.2005 but received no reply.
- (vii) On submission of written complaint in CGRF – BRPL dated 08.07.2005 appellant was informed on 14.07.2005 by BRPL that no new connection can be released till all pending dues at the premises are cleared or pro-rata payment is made.

The CGRF after giving a personal hearing passed the order dated 12.05.06 directing the appellant to make the payment of outstanding dues on pro-rata basis for getting new connection or he may wait till the dues are recovered from the registered consumer. Not satisfied with the orders of the CGRF the appellant filed this appeal before the Ombudsman.

The case was fixed for hearing on 28.02.2007.

On 28.02.07 the appellant attended along with Shri Rajender Pal.

Shri A. K. Tyagi, Business Manager, Nizamudin attended on behalf of the respondent.

During the hearing the appellant stated that he wrote 8 letters and made several phone calls to Shri P.K. Dewan, Chief Manager, (Business Co-ordination) South, requesting for a new connection in his flat at D/4 on the same terms and conditions as in the case of other flat owners in the same premises. He also informed that he was a senior citizen of 72(+) years and he could not attend the BSES office so many times. But a simple courtesy of a reply to his various letters and phones was not shown by the BSES. It was then out of frustration that he wrote to the Customer grievance cell and also filed a complaint before the CGRF. He then got a reply that dues are payable against this connection and that only after these are paid can a new connection be given.

The appellant informed that earlier he received a pro-rata bill of Rs.3,17,664/- which was revised to Rs.72,487/- on 05.09.2006 but with a limiting clause" subject to record / site verification." The appellant further stated that since the flat was rented out he does not know when exactly BRPL disconnected the electric meter of first floor but it is learnt that it was quite soon after issue of Shri Anil Sarin letter dated 12.02.2003 and not one year later i.e. 29.01.2004 as stated by BRPL.

Appellant requested that records of meter reading for one year prior to disconnection be produced by respondent. The date of disconnection 29.01.2004 is only on paper and not the actual date. Appellant further stated that five new connections were granted to different consumers in the same building (out of the list of 10 consumers mentioned in Shri Sarin's letter dated 13.01.2003) in January 2004 by BRPL without recovery of dues on pro-rata basis. The appellant also apprehended that some theft bill amount, under court litigation, may also have been included in dues of Rs.9,34,307/- against these meters.

Accordingly, the Business Manager was directed to submit:

- (i) Break-up of arrears / dues of Rs.9,34,307/- and whether these include dues on account of theft bill raised earlier or these dues are based on only reading based bills.
- (ii) To produce past one year reading / consumption record in respect of K. No. 25400D360010 of first floor.
- (iii) Detailed particulars of five number new connections indicating date of installation and whether pro-rata dues were recovered or not.

The above information was asked to be submitted by 13.03.2007.

On 13.03.07 Business Manager Shri Tyagi attended. The appellant attended in person along with his accountant.

In his detailed reply the Business Manager stated that:

- (a) The statement of account reveals that Rs.4 lakh was paid in 1999 against the theft bill of more than 16 lakh and Rs. 9 lakh was kept in NTA account i.e. not to be recovered in August 1999. Business Manager was asked to reconcile the balance theft bill amount which should also not be included in the energy bill dues.
- (b) The report indicated that there were only three applicants for the first floor, out of which pro-rate dues have been recovered from one connection and pro-rata dues were not recovered from second connection energized on 29.12.2003 in the name of Shri Mohit Kumar as this connection was energized prior to the date of disconnection of first floor meter on 29.01.2004.

The procedure for giving a new connection was discussed. It was stated that a new connection is given only when there are no dues against the connection from which the premises was earlier getting supply. As such the pro-rata dues should also have been recovered before giving new connection to Shri Mohit Kumar. Business Manager was also asked to produce record of meter installation for the connection given to Shri Mohit Kumar as appellant apprehended the date of 29.12.2003 being not correct. Business Manager was asked to submit the details in respect of above by 19.03.2007 along with reasons how huge arrears were allowed to accumulate and for accepting odd figure part payments in the past.

The details submitted by Business Manager on 19.03.2007 indicated that the connection no. 25400D360010 was disconnected on 29.01.2004. Record also indicated regular readings and consumption prior to disconnection which confirms that supply was disconnected on 29.01.2004. In his reply Business Manager further stated that no record is available so as to know how arrears accumulated and also there is no information about the recovery of dues and /or acceptance of odd part payments against the connection.

Business Manager enclosed a copy of demand letter sent to Shri Mohit Kumar for recovery of pro-rata amount. Business Manager vide his letter dated 14.03.07 (received on 19.03.07) reconciled the dues position and informed that the final billed amount of Rs.9,34,307/- had also contained by mistake an amount of Rs.354523/- which related to the theft bill. After correcting this mistake, the net outstanding dues is revised to Rs.5,79,784.43/-. **Accordingly pro-rata amount to be deposited by the appellant is also revised to Rs.44,701/37p as against Rs.72,487/- revised earlier and Rs.3,17,664/- demanded in the first instance. The appellant has already deposited Rs.24,162/- and balance to be paid is Rs.20,539 .04p only.**

In view of the above, the Discom is directed to release the appellant's new connection immediately after the payment of balance amount of Rs.20,539.04/- by him.

The above sequence of events shows carelessness on the part of the Discom while demanding pro rata charges for a new connection. As against Rs.3,17,664/- demanded earlier, the payable amount works out to Rs.44,701/37p only.

Also the senior officers need to be more sensitive and responsive to the consumers. The appellant wrote 8 letters to the Chief Manager apart from several phone calls in regard to his request for a new connection. He got a reply after almost 9 months from the date of application for the new connection.

The CGRF order is amended to the extent mentioned above.

(Signature)
(Asha Mehra)
Ombudsman