

OFFICE OF ELECTRICITY OMBUDSMAN

(A Statutory Body of Govt. of NCT of Delhi under the Electricity Act of 2003)
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Appeal No. 33/2024

(Against the CGRF-BYPL's order dated 27.08.2024 in Complaint No. 122/2024)

IN THE MATTER OF

Ms. Madhu Bala

Vs.

BSES Yamuna Power Limited

Present:

Appellant: Shri K.B. Rao, Advocate on behalf of the Appellant.

Respondent: Shri Akash Swami, Advocate, Ms Shilpi Ghosh, Advocate and Shri Akshat Aggarwal, Legal Retainer, on behalf of BYPL

Date of Hearing: 03.02.2025

Date of Order: 04.02.2025

ORDER

1. Appeal No. 33/2024 dated 25.09.2024 has been filed by Ms. Madhu Bala, R/o Plot No.- 2, First Floor, Rani Garden Shastri Nagar, Near Ambedkar Park, Delhi - 110031, through his advocate Shri K.B. Rao, against the Consumer Grievance Redressal Forum – Yamuna Power Limited (CGRF-BYPL)'s order dated 27.08.2024 in Complaint No. 122/2024.

2. The background of the case is that the Appellant received a bill dated 15.02.2024 for an amount of Rs.9,00,330/- against CA No. 100908109 (NDLT category), which is installed at the above mentioned premises. The Appellant contended that the said meter was burnt and subsequently replaced with a new meter No. 17164431 installed on a pole which is in front of her premises rather than on the wall of her premises. Thereafter, she has been receiving bills that are significantly on higher side. Consequently, the Appellant filed a complaint before the Forum seeking a revision of



the bill on the basis of the actual meter reading, supported by a laboratory report, and requested that the meter be relocated to the wall of her premises.

3. On the contrary, the Discom has asserted that the Appellant's connection has a documented history of repeated meter burning out and defaults in the payment of regular energy dues. In all three instances of burnt meters, the meters were sent to M/s Yadav Measurement Pvt. Ltd. for testing and details of their findings is as mentioned below:.

S.No.	Date of Lab Report	Meter No.	Special Observations
1.	28.04.2023	17154106	Meter found burnt
2.	18.08.2023	17161446	Meter Found Burnt (MRI 27881)
3.	05.01.2024	171664431	Meter Found Burnt (MRI 19073)

Initially, due to outstanding dues of Rs.7,00,260/-, the said connection was disconnected and following a settlement in the Permanent Lok Adalat, vide their order dated 03.07.2023, which required the Appellant to pay the outstanding dues in seven installments, the supply was restored. However, the Appellant paid installments till 30.11.2023 but subsequently failed to pay last installment and balance of Rs.50,000/- still remained unpaid. The last bill for the period 09.06.2023 to 07.07.2023 was raised for 6215 kvah units amounting to Rs.88,543/- and, thereafter, the said meter (No. 17161446) was changed under the faulty category.

The meter was again removed and replaced on 19.12.2023 under the burnt category. As per lab results, final reading was recorded at 19073 kvah. Thereafter, for December, 2023, a bill was raised for the period 07.11.2023 to 18.12.2023 for Rs.2,45,504/- .

The Discom further submitted that all the bills were raised on the basis of laboratory test report and the net outstanding dues is Rs. 9,00,300/ till February, 2024 including arrears of Rs.7,40,555.20 since Dec-2021. Additionally, the complainant was required to pay the balance amount of Rs.50,000/- as per PLA's settlement agreement. Regarding the current meter installed on the pole, it is only due to conduct of the complainant. There is another connection bearing CA No. 100908072, which is installed on the wall of the premises and locked in covered iron box. Whenever, the meter reader made efforts to access the box, the complainant gave various excuses



resulting in delay. As a consequence, the Discom was, at times, unable to record or download the meter reading. Both the parties submitted relevant documents to support their contention, which were taken on record by the Forum.

4. The Forum noted that during the pendency of the case, the complainant continued to use electricity, resulting in an accumulated bill of Rs.9,38,730/- till 09.05.2024. As a result of unpaid dues, the Discom disconnected the complainant's electricity supply on 09.05.2024, despite the pendency of the case in the Forum. Subsequently, on the request of the complainant, the Forum directed the Discom to restore the electricity connection upon receipt of payment of 80% of the outstanding dues, i.e. Rs.6,09,087/-. However, the complainant did not comply with the directions of the Forum and failed to make any payment against the outstanding dues. The Forum considered the complainant's history of habitual default and failure to comply with the Forum's directions/interim order regarding the payment of 80% of the outstanding bills, for restoration of her disconnected electricity connection. The Forum found no substantial ground to support the complainant's case and dismissed her complaint as not maintainable. Regarding request for the installation of a meter on the premises' wall, since the connection has already been disconnected and could not be restored even after the Forum's Interim Order, the location for the meter installation became irrelevant.

5. Not satisfied by the Order dated 27.08.2024 passed by the CGRF-BYPL, the Appellant has filed this appeal reiterating its submissions as before the Forum. Additionally, the Appellant expressed willingness to settle the outstanding dues of Rs.2,45,504/- for the period from 07.11.2023 to 18.12.2023, if the impugned demand is revised on the basis of recorded post consumption prior to the disputed period of November, 2023.

6. The Appellant requested to (a) to set-aside the impugned order dated 27.08.2024 b) to revise the impugned demand of Rs.2,45,504/- for the period from 07.11.2023 to 18.12.2023 along with a waiver off the LPSC levied till date and (c) to restore the electricity connection immediately.

7. In response, the Discom in its written submissions vide letter dated 18.10.2024 reiterated its submissions as presented before the Forum. The Discom further submitted that the Appellant's repeated instances of meter burnt and replacement raises a strong apprehension regarding her acts and conduct. The Appellant had failed to establish as to how the bill of Rs.9,00,330/- warrants/justifies any revision, as it was prepared as per the regulations and based upon the meter's downloaded readings.



Furthermore, the Appellant did not refute the stand raised before the CGRF, as no rejoinder was filed, thereby clearly admitting the case against her and invokes the principal of law of estoppel. Moreover, the Appellant was a habitual defaulter on payments including the outstanding dues of Rs.50,000/- that was agreed upon before the Permanent Lok Adalat. Consequently, such litigants should be dealt by the Ombudsman in accordance with the law. The Appellant's present appeal also raised new pleas, which were not taken before the Forum.

8. The appeal was admitted and fixed for hearing initially on 26.12.2024 which thereafter adjourned to 16.01.2025 and subsequently to 03.02.2025 at the request of the parties. During the hearing, the Appellant was represented by Advocate, Shri K. B. Rao and the Respondent was represented by its Advocate/Authorized Representative. An opportunity was given to both the parties to plead their respective cases at length. Relevant questions were also asked by the Ombudsman as well as the Advisors, to elicit more information on the issue.

9. During the hearing, the Advocate appearing for the Appellant reiterated the prayer in the appeal. He submitted that he had challenged the bill of Rs.2,45,504/- for the period 07.11.2023 to 18.12.2023 when the meter had got burnt taking into account the consumption unit of 19073 units on the basis of retrieved data as per the lab report dated 05.01.2024. However, he contested that no documentary evidence such as photographs or videography existing for justifying the exaggerated readings in Lab Report as compared to previous readings of 1000-2000 in the meter and such details ought to have been provided by the Respondent. Even he could not submit justifiable answer in response to a query as to whether the Appellant or his Representative was present during the testing of burnt meter by the third party laboratory or not, despite duly notified by the Respondent. The Advocate for the Appellant conceded that due to financial constraints, he had not paid the amount as per direction of the CGRF whereby he was directed to pay Rs.6,09,087/- as 80% of the outstanding amount. However, he contended that on account of financial difficulties, the Appellant had been irregular in making the payments but was ready and willing to make payments, if the entire billed amount for the disputed period along with LPSC stood adjusted. Advisor (Law) pointed to repeated failures to pay outstanding amounts from Dec-2021 onwards, without adequate justification and this pattern had continued till 2024. On the one hand, the Appellant was consuming electricity on a regular basis, even in excess of approved load, on the other hand, has defaulted in making payments leading to accumulation along with LPSC.



10. In rebuttal, the Advocate appearing for the Respondent reiterated its contention as in the written submission. He contended that the meter had got burnt three times and on every occasion the readings were retrieved. On the first two occasions, there was no challenge by the Appellant to the retrieved data by the Lab and for the first time such a challenge to the third report, prepared by the third party, had emerged. Advisor (Engineering) informed the Court that there was no tampering with the meter observed as per available records, and only on account of excessive load, the meter might have got burnt. The issue of highest MDIs in the Appellant's meters was discussed in detail as it could corroborate with the notice dated 09.05.2024 served to the Appellant by the Respondent with respect to revision of sanctioned load from 11 KW to 20 KW. The discussions also took place on the various reasons responsible for the burning of the meter which only were presumptive in nature. The Advocate informed the Court, that there was no other case of meter burning reported from the area and this was the only instance where in the same premises, the meter got burnt thrice in a short duration of around nine months. Therefore, no doubt could be raised on the quality of meter, as claimed.

The Advocate appearing for the Appellant raised the aspect of applicability of Regulation 39 of DERC Supply Code, 2017, in his case but could not submit convincing arguments in this regard. No such objection was at all raised, either before the Discom or before the CGRF at any point of time. No dispute on the retrieved data was also raised by the Appellant on first two occasions. Alternatively, he indicated his willingness to pay 50% of the amount with waiver of the LPSC on the disputed amount of Rs.2,45,504/-. On this an apprehension was raised by the Advocate appearing for the Respondent that other consumers may take such an order as a precedent for claiming similar reliefs. This, therefore, needed to be discouraged.

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

- (i) Against a sanctioned non-domestic load of 11 KW, there is constant drawl of excessive load which led to burning of meter at least three times in the past. Notice dated 09.05.2024 was issued for enhancement of sanctioned load to 20/21 KW taking into account maximum demand in previous years. Seeing the usage of the Appellant, the notice was required to be sent earlier.
- (ii) Constant arrears from December, 2021 are reflected in various bills during 2022, 2023 and 2024. This reflects the definite failure of the Appellant to make timely payments for the electricity consumed on actual basis.



- (iii) No basis/document has been submitted by the Appellant in support of the alleged excess billing.
- (iv) The consumption pattern appearing in the various bills during the year 2023 and 2024 reveal as under:

Month/Period	Units of Consumption	MDI	Total Bill (with Arrears since Dec.'21)
12.05.23 to 08.06.23	6039	32.0	7,00,260.00 (5,24,548.20)
08.06.23 to 07.07.23	6215	26.0	7,95,690.00 (6,09,748.81)
09.08.23 to 13.09.23	1716	48.0	5,87,490.00 (4,28,732.45)
13.09.23 to 08.10.23	1180	7.0	4,61,190.00 (3,24,413.34)
08.10.23 to 06.11.23	1086	7.0	4,45,020.00 (3,00,813.31)
07.11.23 to 18.12.23 (As per Lab Report dated 05.01.2024 against Meter No.17164431)	19073	59.03	2,45,504.00 (arrears not mentioned)
19.12.23 to 11.01.24	1960	17.0	4,91,220.00 (3,37,052.20)
29.01.24 to 10.02.24	2481	.00	9,00,330.00 (7,40,555.20)
11.02.24 to 29.02.24	1798	12.0	9,38,970.00 (7,76,296.24)

- (v) On account on non-payment of bill of Rs.9,38,730/-, supply was disconnected on 09.05.2024 and despite direction dated 30.05.2024 of the Forum, 80% of outstanding demand i.e. Rs.6,09,087/- was not paid for restoration.
- (vi) No discrepancy in the bill could be proved before CGRF or Ombudsman.
- (vii) The consumption pattern/load of electricity connection of CA No. 100908109 before November, 2023, do not satisfy the Appellant's claim that her

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consumption was 1000-2000 units per month. Rather, as per load used, 'Load Revision Notice' had been served as per Regulation 17(4) of DERC's Supply Code, 2017. The actual consumption pattern during the period 12.05.2023 till 29.02.2024, as tabulated above indicates fluctuations in MDI and variable consumption.

- (viii) As per Regulation 29 (3) of DERC's Supply Code, 2017 – *the consumer shall provide suitable and adequate space for installation of meter, either at entry point or outside the premises, in such a manner that it is always accessible to the Licensee or its representatives without the need of meter reader to get the premises unlocked or opened for this purpose.* However, the Appellant flouted the regulation and did not provide due access. Moreover, the meter got burnt thrice in a short span of period. Thus, installation of meter on pole was justified.
- (ix) As per Regulation 7 (2) of Central Electricity Act, 2010 – Location of Meter:
- (a) The consumer's meter shall be installed by the Licensee either at the consumer premises or outside the consumer premises:
- Provided that where the licensee installs the consumer meter outside the premises of the consumer then the licensee on a request from consumer shall provide real time display unit at the premises of the consumer for his/her information to indicate the electricity consumed by the consumer.
- (b) The location of meter and height of meter display from floor shall be as per Indian Standard on Testing, Evaluation, Installation and Maintenance of Electricity Meters – Code of Practice.
- (c) Appellant never made a request to check the meter, if it was fast and shown exorbitant reading/consumption.
- (d) In view of above, no revision is required. Supply can only be restored/new connection subject to clearance of all dues and completion of commercial formalities. Meter installation on pole in view of all past behaviour of the Appellant is justified.
- (x) It is a matter of concern that the meter got burnt on three occasions, within a short period of nine months during 2023. This could happen either on account of excessive load or defective quality of the meters. CEO may like to



get the matter enquired in its entirety, particularly the impact of the damage caused by the excessive load at the premises, from time to time.

- (xi) The Discom had in compliance with the provision of Section 56 of the Electricity Act, 2003, duly reflected the arrears in bills on a regular basis. Apart from disconnection, the Discom was within its rights to file a civil suit for recovery of the outstanding dues, as per the Law already settled by Hon'ble Supreme Court.


12. Having taken the above observation into account and also on the basis of relevant provisions of the DERC Supply Code, 2017, this court is inclined to modify the CGRF's order as under:

- (i) As per the information on record, an outstanding dues of Rs.9,38,730/- as on 09.05.2024 (the date of disconnection of connection) is payable. Any further accumulation of the amount also needs to be taken into account for settlement of the matter. Accordingly, the Appellant is directed to pay 50% of the entire amount within two weeks of this order. However, out of the remaining 50%, the Appellant is further directed to pay in three installments of equal amount after 15 days of payment of 50% amount. The remaining two installments also must be paid within one month of payment of first installment. The Respondent is directed to restore the electricity connection subject to payment of first installment (after paying about 67% of the total amount). In case the connection has become dormant, new connection be released on receipt of the first installment and after completion of commercial formalities. The LPSC for the disputed amount i.e. Rs.2,45,504/- may not be charged at all. LPSC for the remaining amount may only be charged upto 09.05.2024.
- (ii) Compliance Report be submitted within four weeks' time.
- (iii) CEO may evolve a robust mechanism for recovery of dues by invoking Section 56 supra, as well as by filing civil suit, in appropriate cases.



13. 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 the Order of Settlement of Grievance raised in the appeal 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
04.02.2025