

**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**

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**Appeal No. 38/2024**

(Against the CGRF-TPDDL's order dated 10.09.2024 in CG. No.39/2024)

**IN THE MATTER OF**

Shri Anil Jain

Vs.

Tata Power Delhi Distribution Limited (TPDDL)

**Present:**

- Appellant: Shri Anil Jain along with his son Shri Akash Jain and Advocates, Ms. Sakshi Kakkar & Shri Mrigank Mishra
- Respondent No.1: Shri Jamal Nasir, Sr. Manager, Shri Jagdeep, HOD & Shri Pardeep Singh, HOG
- Respondent No.2: Shri Ajay Jain along with Advocates, Ms. Payal Jain , Shri Anish Poddar, & Shri Sumit Kumar
- Date of Hearing: 25.05.2026
- Date of Order: 26.05.2026

**ORDER**

1. The matter relates to the submissions filed by Shri Ajay Jain (Petitioner before the Delhi High Court), R/o 17, Ground Floor and 2<sup>nd</sup> Floor, Vivekanand Puri, Delhi - 110007, through Ms. Payal Jain, advocate, pursuant to the direction by the Delhi High Court for remand of the matter (Appeal No.38/2024; Titled Anil Jain vs. TPDDL) to the Electricity Ombudsman vide its Order dated 13.01.2026 in W.P. (C) No.1656/2025; titled as Ajay Jain vs. TPDDL & Ors. Shri Anil Jain (his brother) was the Respondent No.2 before the High Court of Delhi.

2. The background of the case is that Shri Anil Jain (Appellant before this office), had filed an appeal before the Electricity Ombudsman against the CGRF-TPDDL order dated 10.09.2024. He had requested, (a) to set-aside the said



CGRF-TPDDL's order; (b) to direct the Respondent No.1 (TPDDL) to amend the name of electricity connection (CA No.60030562106) installed at property bearing No.96, Block - S, Badli Industrial Area, Phase - 1, Delhi, from Ajay Jain (Respondent No.2 before this office) to M/s International Corporation (previously registered consumer), till the title of property is decided; (c) To award compensation on account of harassment; (d) to Pass any other order in the interest of justice.

3. Upon consideration of the material on record including the submissions by the parties and the relevant provisions of the law, the following salient aspects emerged, namely:

- (a) There is no dispute that title or interest in property is to be defined by the competent Court of Law.
- (b) Matter relating to forgery or fabrication of documents is pending before Rohini Judicial Magistrate Court, in the form of a complaint under 156 (3) of Cr. P.C. and no direction has been issued by the court regarding any stay or investigation.
- (c) Shri Ajay Jain had (Respondent No.2) had submitted a copy of registered GPA, executed by Shri V.P. Singhal on 10.05.1993, as sole proprietor of M/s International Corporation appointing Shri Abhimanyu Jain and Shri Ajay Jain as lawful General Attorney. He also submitted registration certificate of M/s Jyna Enterprises under GST, various invoices reflecting payment for the firm at the address S-96, Badli Industrial Area, Delhi - 110042, besides payment of electricity and MCD property tax. A Memorandum of Understanding (MOU) dated 14.01.2013 between Ashok Jain and Ajay Jain was also placed on record, reflecting occupation and steps required for proper conveyance-deed etc. However, no such steps, as contemplated were taken at any stage by the parties. The Appellant on the other hand, as part of written submission placed on record an Agreement to Sell dated 10.05.1993 between first party Late Shri V.P. Singhal and Shri Ashok Jain & Shri Anil Jain as second party. The Discom also placed on record, documents submitted by Shri Akash Jain and Shri Ajay Jain, including the death certificate of Shri V.P. Singhal dated 02.04.1998 issued by MCD.
- (d) It therefore, became apparent that during consideration of the matter before CGRF, the aspect of death of Shri V.P. Singhal, was known to all



the parties. Any GPA issued therefore, became inconsequential by virtue of provisions of section 201 of the Indian Contract Act, 1872.

- (e) By virtue of GPA, Abhimanyu Jain, did not become a partner or owner. As per the application form for electricity connection, devised by the DERC, consent of Co-owner is required for transfer of connection. The Discom, however, did not follow this procedure. The transfer of connection was, therefore, erroneous, since there was no compliance with the provisions of Regulation 10 (3) of DERC Supply Code, 2017.

Hence, this Court/Electricity Ombudsman, in its order dated 24.01.2025 (Appeal No.38/2024) directed the Discom to take *steps to restore the status quo as on date of application for change of name, i.e. on 10.12.2022.*

4. Being dissatisfied, Shri Ajay Jain had filed a Writ Petition (C) before the Hon'ble High Court of Delhi, challenging the said order dated 24.01.2025 passed by the Electricity Ombudsman.

The High Court considered the orders passed by the Electricity Consumer Grievance Forum (CGRF) as well as the Electricity Ombudsman in the light of the provisions of the Regulations and the documents on record. The High Court also considered the submissions made by Ms. Payal Jain, counsel appearing on behalf of Petitioner (Shri Ajay Jain) stating that the impugned order fails to take into account Section 202 and Section 209 of the Indian Contract Act, 1872, and interest of parties in terms of the aforesaid GPA would still survive.

The Court considered the ruling by Hon'ble Supreme Court in P. Seshareddy (D) rep. by L.R. cum Irrevocable GPA holder and Assignee Kotamreddy Kodandarami v. State of Karnataka, MANU/SC/1497/2022.

Emphasizing upon the need for consideration of Section 202 and 209 apart from Section 201 of the Indian Contract Act, 1872 in the present case, the Court, in its order dated 13.01.2026, accordingly, remanded back the matter to the Electricity Ombudsman to consider the appeal afresh taking into account the provisions Section 202 and Section 209 of the Indian Contract Act, 1872.

5. Consequently, Shri Ajay Jain (Petitioner before the Delhi High Court), in the capacity of Respondent No.2 in Appeal No.38/2024, has filed fresh submissions dated 29.01.2026 to this office. He has requested for a fresh adjudication on the appeal no.38/2024 in the light of the documents relied upon, particularly, the Supreme Court orders and the order pronounced by the High Court.



6. The Discom (Respondent No.1), in its reply dated 25.02.2026, has asserted that the Ombudsman lacks the jurisdiction to adjudicate the matters falling under Section 201, 202 and 209 of the Indian Contract Act, 1872 since it was required to examine the matter in the light of the DERC Regulations without invoking the provisions of C. P.C. or the Indian Contract Act, 1872.

7. This stand of the Discom is apparently in contradiction of the observation made by the High Court, specifically directing the Ombudsman to examine the matter in totality. Moreover, under the Regulations, a duty is cast upon the Ombudsman to follow the principle of natural justice and he is not strictly bound by the provisions of the Civil Procedure Code.

8. Shri Anil Jain, in his written submission dated 25.03.2026, has referred to various documents placed on record including Perpetual Lease dated 01.11.1969, Partnership Agreement dated 24.03.1993, Dissolution Deed dated 10.05.1993, Agreement to Sell and Purchase dated 10.05.1993, Registered Will dated 10.05.1993 & copy of bank account of M/s International Corporation, Memorandum of Understanding dated 14.01.2013 as well as order dated 13.01.2026 passed by the High Court of Delhi in W.P. (C) No.1656 of 2025 titled as "*Shri Ajay Jain vs. TPDDL & Ors.*". He has stated that the contention regarding the Ombudsman lacks jurisdiction to adjudicate the matters arising out of Section 201, 202 & 209 of Indian Contract Act, 1872, is entirely incorrect.

9. While submitting that the GPA does not give ownership rights, a reference has been made to the interpretation of Section 202 of the Indian Contract Act, 1872 and the law laid down by Hon'ble Supreme Court in this regard in the case of *M.S. Ananthamurthy v. J. Manjula*, reported as (2025) 10 SCC 596. It has been submitted that *ipso facto* this case does not attract Section 202 and further Section 209 of the Contract Act is not applicable, since the property will devolve on the heirs on execution of the Will by Shri V.P. Singhal.

10. Shri Anil Jain has prayed to set-aside the order dated 10.09.2024 passed by the CGRF-TPDDL.

11. Shri Ajay Jain, in his written submission dated 20.04.2026, has submitted that the Appellant, Shri Anil Jain, has no locus standi to challenge the change of name in the electricity connection as he is not the legal heir of Shri V.P. Singhal. While submitting rebuttals to the submissions made by the Discom & Shri Anil Jain, he has requested as under:

(a) Dismiss the present Appeal with exemplary costs;



- (b) Uphold the change of name in favour of Respondent No.2;
- (c) Direct the Respondent No.1 to restore/maintain the electricity connection in the name of Respondent No.2;
- (d) Grant any other relief as deemed fit and proper in the interest of justice.

12. The appeal was admitted and fixed for hearing on 25.05.2026. During the hearing, all the parties were present. 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 Advisor, and the Secretary to elicit more information on the issue.

13. During the hearing, the Advocate present for the Appellant (Shri Anil Jain) reiterated the contentions, arguments and prayer made in the written submission.

14. In rebuttal, the Advocate appearing for Respondent No. 2 (Shri Ajay Jain) reiterated the contentions, arguments, and prayers set forth in written submission. The Advocate contended that Shri Ajay Jain sought to change the name on the electricity connection primarily to claim commercial expenses and tax benefits under the Income Tax Act. Furthermore, it was argued that in the writ proceedings, Shri Ajay Jain has merely been described as a "user" of the premises, which does not confer ownership rights.

15. However, in rebuttal, the Respondent No.1 (Discom) reiterated the contentions raised in the written submission.

16. During hearing, the Advisor (Engineering) highlighted that for a valid name change in joint ownership, the applicant must furnish lawful proof of ownership/occupation such as GPA, NOC or other supporting documents of co-owner as per DERC Regulations. It was specifically argued that if Shri Ashok Jain allegedly executed an MOU and made payments out of affection, then consent/NOC of Shri Anil Jain was also necessary being an interested/co-sharer party. Since Late Shri V.P. Singhal expired on 02.04.1998, the continued validity and enforceability of the alleged GPA requires strict legal scrutiny. Shri Ajay Jain has failed to establish that the alleged GPA was irrevocable or coupled with interest so as to attract protection under Section 202 of the Contract.

17. During the hearing, the Ombudsman emphasized that the present matter was required to be examined afresh taking into account the provisions of Sections 202 and 209 of the Indian Contract Act, 1872. Under Section 201 of the Indian



Contract Act, an agency/GPA ordinarily terminates upon the death of the executant/principal.

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

(a) Relevant Sections 201, 202 & 209 of the Indian Contract Act, 1872, stipulate as under:

**201. Termination of agency** - An agency is terminated by the principal revoking his authority; or by the agent renouncing the business of the agency; or by the business of the agency being completed; or by either the principal or agent dying or becoming of unsound mind; or by the principal being adjudicated an insolvent under the provisions of any Act for the time being in force for the relief of insolvent debtors.

**202. Termination of agency, where agent has an interest in subject-matter** - Where the agent has himself an interest in the property which forms the subject-matter of the agency, the agency cannot, in the absence of an express contract, be terminated to the prejudice of such interest.

**209. Agent's duty on termination of agency by principal's death or insanity** - When an agency is terminated by the principal dying or becoming of unsound mind, the agent is bound to take, on behalf of the representatives of his late principal, all reasonable steps for the protection and preservation of the interests entrusted to him.

(b) That Apex Court in para 16 of its decision dated 11.10.2011 in the matter of *Suraj Lamp & Industries (P) Ltd. v. State of Haryana*, concluded that the decision conveys the irrelevance of GPA in transference of immovable property after 2011, yet it also means that the GPA was a relevant and valid document prior to 2011. It was also concluded by the Counsel of the Respondent No.2 in the present case. But with the death of Principal and non-existence of interest in the GPA, the impugned GPA also becomes invalid.


(c) It is relevant to mention here that Article 141 of the Indian Constitution declares that the law declared by the Supreme Court is binding on all the courts within the territory of India. The Office of Electricity Ombudsman is, therefore, also bound by this law. Further, since the issue of title is already pending before the Court of Law, no credence can be given to any alleged interest emanating from the GPA, in the absence of any steps taken for execution of the GPA, the Agreement to Sell, and the will, ascertainment of



rights emanating requires adjudication by the competent court. Any reference to sections 202 and 209 of Indian Contract Act, cannot confer any title upon the parties, till the matter is adjudicated by the competent court.

- (d) In the present case, the party approaching the TPDDL also did not comply with the terms of the application form which necessarily required concurrence/NOC of the co-owner while submitting application in the case of the joint property. The NOC given by Shri Abhimanyu Jain is an invalid NOC as he is not a co-owner. Subsequently, a false NOC makes the application invalid *ab-initio*.
- (e) After the death of late Shri V.P. Singhal, the GPA executed by him on 10.05.1993 in favour of Shri Abhimanyu Jain and Shri Ajay Jain became infructuous under Section 201 of the Indian Contract Act, 1872.
- (f) Appellant has failed to provide any iota of evidence that interest has been created in said property and the conditions of Section 202 and Section 209 of Indian Contract Act, 1872 were not met.
- (g) The premises no.Plot No.96, Block-S, Badli Industrial Area, Phase-I, Delhi, is already electrified bearing no.6000946076 in the name of "M/s International Corporation".
- (h) In compliance with the Delhi High Court's order dated 17.07.2025, the Respondent company has already tagged the mobile number of Shri Ajay Jain in the electricity bill of connection, in question, to get bill/billing alert.
19. In the light of the above, this court observes that there is no infirmity in the earlier order dated 24.01.2025 passed by the Ombudsman in Appeal No.38/2024 for restoration of name of the original party since any alteration made was not in compliance with the provisions of Law and the guidelines for discharging of responsibilities by the joint owners

The case is disposed off accordingly.

  
(P.K. Bhardwaj)  
Electricity Ombudsman  
26.05.2026