

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. 44/2025
(Against the CGRF-BYPL's order dated 28.08.2025 in Complaint No. 423/2024)

IN THE MATTER OF

Shri Zahid

Vs.

BSES Yamuna Power Limited

Present:

Appellant: Shri Bilal, Son, Shri Vinod Kumar & Shri I.U.H. Siddiqui, advocates on behalf of the Appellant.

Respondent: Shri Sanjeev Kumar, C.O. and Shri Akash Swami, Advocate, on behalf of BYPL

Date of Hearing: 07.01.2026

Date of Order: 08.01.2026

ORDER

1. Appeal No.44/2025 has been filed by Shri Zahid, R/o T-274. Third Floor, Idgah Road, Ahta Kidara, Quresh Nagar, Sadar Bazar, Delhi - 110006, through advocates, Shri Vinod Kumar & Shri I.U.H. Siddiqui, against the Consumer Grievance Redressal Forum – BSES Yamuna Power Limited (CGRF-BYPL)'s order dated 28.08.2025 in Complaint No.423/2024.

2. The background of the case, as per the Appellant, presented before the Forum was that an electricity connection bearing CA No.152760700 (domestic category) exists in the name of Shri Zahid at the aforesaid premises. However, illegal dues of Rs..5,68,235/- were transferred from his disconnected connection CA No.100512921 to his live connection CA No.XXXXX0700. Appellant argued on several points: (i) the



connection in question was active in 2007 and was disconnected in 2009 due to outstanding/unpaid bills. Since then, no payment was made by him. However, instead of recovering of arrears and disconnecting of supply of CA No.XXXX2921, Respondent changed the meter of that connection in 2016 and ultimately disconnected it in 2017, while the alleged dues were transferred in 2024, without providing any details. (ii) Respondent asserted that dues were transferred in accordance with Regulation 52 (iii) of DERC Supply Code, 2017. However, they failed to reveal on what basis those dues were transferred in 2018 to one Ms. Halima Akhlaq's CA No. 152011451, residing at T-275/3, SF, Gali Neem Wali, Kasab Pura, Delhi. (iii) Regulation 10 & 11 of DERC Supply Code, 2017 categorically states that the outstanding dues must be cleared prior granting a new connection. In the present case, the Respondent has released three new connections in 2019 at the subject property, after fulfilling necessary procedures and commercial formalities. However, the alleged outstanding dues were never demanded from him during installation which was later transferred to his active connection in 2024 only, in violation of Regulation 10 & 11 supra. Hence, the dues are time barred under Section 56 (2) of the Electricity Act, 2003. (iv) Respondent did not provide significant documents related to that connection to substantiate their claim of outstanding dues against him. Therefore, he had challenged illegal transfer of dues and requested to withdrawal of the same.

3. The Discom, in its written submission, presented before the Forum stated that an outstanding amount of Rs.5,68,235.43 was transferred from the disconnected CA No.XXXX2921, registered under the name of Shri Zahid, to his active connection CA No.XXXX0700 on 18.07.2024, only after confirming the similarities between both connections, such as the registered consumer's name and address in terms of site visit conducted on 24.05.2024 & on 03.06.2024. There were no strangers or third-party occupants, the property is under the exclusive control and occupation of the complainant and his immediate family. Regarding the prior transfer of the aforementioned dues to another connection, the Respondent stated that the dues were erroneously transferred to CA No.152011451, registered in the name of Halima, on 26.09.2018. However, this transfer was rectified and reversed on 02.09.2020 following her request and subsequent verification as Halima's property (T-275/3) is distinct from Zahid's property (T-274). This correction could not be construed as illegality but rather as due diligence. In the meantime, after the transfer of dues, three live connections were installed on 16.02.2019 without asking any dues at the same premises in the names of Shri Zahid S/o Mohd Ali (CA No.152760700 - installed at 3rd floor), Shri Mohd. Ali S/o Abdul Waheed (installed at 1st floor) & Shri Mohd. Shahid S/o Mohd Ali (installed at 2nd floor). All account holders are immediate family members. Moreover, the premises has repeated history of meter



replacements, indicating active usage and continued supply. Admittedly, during a period when no meter was installed, Halima was illegally feeding electricity supply to Zahid's premises. This constitutes unauthorized use of electricity under Section 126 of the Electricity Act, 2003. In totality, the Respondent's action is legally impregnable.

4. Forum, in its order dated 28.08.2025, noted that the connection CA No.100512921 (which was finally disconnected in 2017) existed in name of Shri Zahid at the subject premises. The primary issues to be resolved is determining the period during which the meter was operational at the site and whether the dues are barred by Regulation 56 (2) of the Electricity Act, 2003. During the hearing, the Respondent claimed that connection CA No.XXXX2921 was energized on 15.03.2007. Due to non-payment of dues, this connection was disconnected on 12.01.2009 at a reading of 1802. Subsequently, the electricity supply was unlawfully restored by the Complainant, which came to the knowledge of the Respondent in 2014 when manual incremental readings were recorded by them. These readings are reflected in the consumption pattern/reading chart of CA No.XXXX2921 from 24.07.2014 to 23.07.2015. Following this, when the meter was not displaying visible readings, the old meter was replaced with a new one on 03.12.2016, which was ultimately disconnected on 07.11.2017 due to non-payment of dues. Regarding the illegal restoration, the Respondent further stated that although the issue pertained to illegal restoration, they have not issued a bill for unauthorized electricity usage. They are only requesting payment for regular electricity dues based on the readings. However, the reverted dues were not transferred to his active connection due to the Covid-19 pandemic.

Forum concluded that the demand has not become time-barred under Section 56 (2) supra. This section involves the interpretation of the term first due appearing in that Section as to when an electricity charges become first due for the purpose of payment and the limitation period of two years start running. Hence, the Complainant is liable to pay the dues for the electricity consumed, in accordance with the Honourable Supreme Court's judgment dated 17.05.2007 (Civil Appeal No.D13164 of 2007) in the matter of M/s Sisodia Marble & Granites Pvt. Ltd. vs. Ajmer Vidyut Vitran Nigam Ltd.

Forum directed to revise the bill, (a) The initial reading recorded on 12.01.2009 was taken as 1802, as indicated in the Discom's records; (b) The final reading should be considered as 55742 on 03.12.2016, the date of the meter change, since the Discom has not provided justification for the absence of readings for a duration of one year i.e. from 23.07.2015 till 03.12.2016. This period is deemed defective without substantial evidence. Consequently, the last reading recorded by the meter should be recognized as the final reading at the time of the meter's replacement; (c) The readings from



03.12.2016 until the final disconnection on 07.11.2017 shall be based on the meter readings recorded; (d) No Late Payment Surcharge (LPSC) shall be imposed on the Complainant in the revised bill; (e) The LPSC amount applied in the current electricity bill of CA No.XXXX0700 should also be entirely waived; (f) The Complainant shall be permitted to pay the revised bill amount in six equal monthly installments alongwith regular bills; (g) The revised bill should be issued to the Complainant within 21 days, and an Action Taken Report (ATR) should be filed accordingly.

5. The Appellant, aggrieved by the above cited order, has filed this appeal, reiterating the facts and grounds presented before the Forum.

The Appellant has prayed following:

- (a) To set-aside the impugned order dated 28.08.2025 of CGRF-BYPL.
- (b) To direct the officials of Respondent for withdrawal of dues of Rs.5,68,235/- of disconnected connection CA No.100512921 in the name of Shri Zahid to his live connection CA No.152760700.
- (c) To award compensation for undue harassment caused to the Appellant.
- (d) To pass any other relief which this Hon'ble Court may deem fit.

6. The Discom, in its written submission to the appeal, reiterated the facts as placed before the CGRF-BYPL. In addition, the Discom submitted that the CGRF has rightly held that the transfer of dues to the Appellant's live connection is legal, valid and permissible under the DERC Supply Code, 2017. Regulation 62 (2) explicitly authorises the Respondent to transfer pending dues to any live connection at the same premises, even if standing in the name of family members or concerned person. The Appellant has failed to rebut or dislodge this statutory presumption. Besides that, the Appellant's reliance on alleged limitation under Section 56 (2) of the Electricity Act, 2003 is wholly misplaced and legally untenable. The said provision relates only to disconnection and does not extinguish the liability to pay arrear. Moreover, bill on record reflect continuous carrying forward of dues since 2017, thereby negating any plea of time-bar. The Hon'ble Supreme Court in BSES Rajdhani Power Ltd. Vs. Saurashtra Color Tones (2010) 6 SCC 479 and subsequent judgements have categorically held that outstanding dues are recoverable from the premises irrespective of change in occupant's stance. Even the Appellant has suppressed the critical fact recorded in the written submission before the CGRF regarding illegal supply from the connection of Halima to his premises. Hence, Respondent prayed to direct the Appellant to clear all outstanding dues, alongwith such exemplary costs as deemed fit in the interest of justice.



7. The appeal was admitted and fixed for hearing on 07.01.2026. During the hearing, both the parties were represented by their authorized representative/ advocate. An opportunity was given to both the parties to plead their respective cases at length and relevant questions were asked by the Ombudsman, Advisor and Secretary.

8. During the course of hearing, the Advocates representing the Appellant reiterated the arguments and requests made in the appeal. In response to a query by the Ombudsman regarding whether the Appellant had made any request for the reconnection of supply of the disconnected connection, in question, the Advocate denied any such request or the illegal reconnection of electricity supply by the Appellant in 2009, as claimed by the Respondent in its written submission. The Secretary pointed out that only a single connection has existed at the premises since 2007 before releasing of three new connections. Consequently, the son of the Appellant present was asked by the Ombudsman about the number of connections and floors in the premises prior to 2009, to which he stated that the premises had three floors, with one connection, CA No.XXXX2921, in use. However, he could not provide a satisfactory response when questioned about the source of electricity supply to the premises from the date of disconnection on 12.01.2009 until 16.02.2019, when three new connections were installed. Furthermore, the Advocate reiterated the argument of time-bar, contending that despite being aware of significant outstanding dues against the Appellant in 2020, the Respondent transferred the dues only in 2024, citing the untenable reason of the Covid pandemic. Additionally, if the meter was found to be defective in 2016, the old replaced meter should have been examined in the laboratory to determine the actual readings. Moreover, the Advisor (Engineering) provided clarification regarding the term of temporary disconnection (TD) related to the disconnected connection in question, which appears to have occurred in 2009, while permanent disconnection (PD) was ultimately executed in 2017. He also explained a comparison of the actual readings taken from the old meter and the incremental readings displayed in the reading chart corroborates the consumption pattern of the Appellant, the escaped demand, and the rights to recovery.

9. In rebuttal, the Advocate representing the Respondent reiterated the arguments made in the written submission and during the proceedings before the CGRF-BYPL. The Ombudsman highlighted that the connection was disconnected in 2009 and was found to be reconnected in 2014, indicating that the electricity supply was restored unlawfully and was being supplied from another connection, as asserted by the Respondent. However, the officer failed to provide a satisfactory answer to the specific question regarding the Discom's silence for nearly five years concerning the lack of regular billing and the absence of serving of any disconnection notice. Officials of BYPL who make



errors must be held accountable for their serious negligent actions and ignorance for many years. Respondent admitted the shortcomings of the Discom in failing to issue regular bills and in implementing permanent disconnection at a belated stage in 2017. However, he argued that the revised bill was produced based on actual meter readings, as indicated by the consumption pattern/chart which should be payable by the Appellant.

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

- (a) That the Appellant, Shri Zahid S/o Mohd. Ali was having an electric connection CA No. 100512921, energized on 20.01.2007, in his name at the aforesaid premises. The said connection was permanently disconnected on dues, amounting to Rs.5,68,235.43 and Meter No.XXXX8692 along with S/L was removed on 08.11.2017 showing final billing month Dec-2017.
- (b) That after disconnection of supply, Shri Zahid made an arrangement with his neighbour, having details Registered Consumer (R/C) Halima Akhlaq, supply address T-275/3, 2nd Floor vide CA No. 152011451 (domestic category), energized on 19.11.2016. Discom served a notice on 26.09.2018 to R/C Halima Akhlaq for transferring of outstanding dues of Rs.5,68,235.43 against her connection under Regulation 52(3) of Supply Code,2017.
- (c) In between three domestic connections were sought at property No.T-274 and all succeeded in getting new connections on 16.02.2019.
- (d) Ms Halima filed an objection for transferring dues with Discom that dues are not related to her, but of her neighbour Shri Zahid. Discom carried out site inspection and on that basis reversal of dues was done by Discom, vide approval note dated 16.03.2020 in which transfer of dues was recommended against CA No.XXXXX0700. Accordingly, dues transfer notice was served to Shri Zahid on 24.06.2024 and in billing cycle August-2024 showing past arrears Rs.5,68,235.43 (since July-2024) and total payable amount of Rs.5,69,000/- including current demand, due date 08.08.2024
- (e) Shri Zahid filed a complaint with CGRF on 02.08.2024 that arrears are wrongly reckoned because before disconnection of meter vide CA No.XXXX2921, meter reading was not downloaded rather manual reading was taken. At the time of disconnection of CA No.XXXX2921 on 08.11.2017, FR



was NV and meter was not sent to lab, therefore, huge bill was raised which is unjustified and quoting Regulation 52 (3),11(5)(v) of DERC Supply Code, 2017 and mentioned that under Section 56 (2) of the Electricity Act, 2003 demand is time barred which was replied by Discom producing supporting documents and quoting various court judgements.

- (f) It is observed that Respondent has not transferred dues in accordance with Regulation 52(3) supra. Forum has already settled wrong bill on the basis of actual manual reading punching of Discom. Past dues are liable to be recovered, which is covered in accordance with Regulation 42 of DERC Supply Code, 2017.
- (g) It is further observed that the Discom has discovered the demand for recoverable after 5 years due to administrative negligence and limitation start only from 2024, when the dues first billed.

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

- (i) The order of CGRF is upheld and Appellant is liable to make payments for the used energy. Respondent would issue the revised bill as ordered by CGRF in next 21 days and the Appellant would pay in six installments starting 01.02.2026, along with the current demand.
- (ii) CEO of BYPL to initiate vigilance enquiry to ascertain the circumstances under which,
 - (a) There was a delay in presenting the bill to the consumer.
 - (b) There was no effective disconnection in the year 2009.
 - (c) There was no case of UUE against Halima and subsequent transfer of dues.
 - (d) The defective meter was changed with a delay of one year in year 2016.
 - (e) The amount was transferred to the active account/connection with a delay of 4 years in the year 2024.
 - (f) Three connections were released in the year 2019 at the same premises where huge amount was due.



All the above lapses are very serious and glaring. The enquiry **must** repeat **must** fix responsibility of officers at the relevant time and take necessary action against them.

(iii) The Action Taken Report be shared with this office by 28th February, 2026 positively.

12. 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. Bharwaj)
Electricity Ombudsman
08.01.2026