

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. 48/2025

(Against the CGRF-BRPL's order dated 15.09.2025 in CG No.84/2025)

IN THE MATTER OF

Shri Rameshwar Singh Yadav

Vs.

BSES Rajdhani Power Limited

Present:

Appellant: Shri Ankit Yadav, grandson of the Appellant

Respondent: Shri Sudarshan Bhattacharjee, DGM, Shri Sumeet Arora,
Div. Head (B) & Shri Shreyek Gupta, Advocate, on behalf
of BRPL

Date of Hearing: 11.03.2026

Date of Order: 12.03.2026

ORDER

1. Appeal No.48/2025 has been filed by Shri Rameshwar Singh Yadav, R/o Khasra No.126/130, Nangloi, Opposite Nangloi Post Office, Delhi - 110041, through his grandson/authorized representative, against the Consumer Grievance Redressal Forum – BSES Rajdhani Power Limited (CGRF-BRPL)'s order dated 15.09.2025 in CG No. 84/2025.

2. The background of the case is that the Appellant, being 87 years old and heart patient, represented by his grandson Shri Ankit Yadav, submitted a complaint dated 22.07.2025 before the Forum regarding a non-domestic electricity connection (CA No. 152399498) having sanctioned load of 15 kVA, energized on 02.01.2018 in the



name of his wife, (late) Smt. Santosh (expired on 25.05.2018) at the premises no.141, Ground Floor, Najafgarh Road, Nangloi, Delhi - 110041. The Appellant asserted that the supply was disconnected in February 2023 due to unpaid dues and remained disconnected for over six months. Invoking Regulation 19 (7) of the DERC Supply Code, 2017, the Appellant contended that as the power supply remained disconnected for a continuous period exceeding six months, the connection should have been treated under the category of "permanent disconnection" by August 2023. It is further alleged that the Respondent inappropriately enhanced the sanctioned load from 15 kVA to 18 kVA in August 2023, while the supply was inactive at the sanctioned load of 15 kVA, leading to levy of incorrect fixed charges. Despite the Appellant paying the outstanding dues of Rs.93,510/- (including additional security of Rs.13,500/-, mentioned in August-2023 bill, due to enhancement in sanctioned load from 15 kVA to 18 kVA) against said connection via digital mode on the same date on 09.12.2023, he was subsequently informed that the supply cannot be reconnected as the connection was permanently disconnected and a fresh application for new connection was required.

The Appellant argued that under Regulation 19 (6) supra, fixed charges are only applicable during temporary disconnection; however, the Respondent continued to levy these charges from September 2023 (post-permanent disconnection) until March 2024 (actual meter removal), which is in violation of the DERC Supply Code, 2017. Furthermore, despite a formal meter removal request submitted on 04.02.2024, the Respondent delayed the removal until 17.03.2024. The Appellant asserted that the Respondent was statutorily bound to remove the service line and adjust security deposits promptly upon permanent disconnection. The appellant contended that despite exhausting all available options, including a first complaint on 20.06.2024, a second complaint on 28.04.2025, and numerous follow-up visits within this period, his grievances remained unaddressed. He argued that the respondent's persistent inaction resulted in undue harassment to him for almost one year. Consequently, the Appellant sought: (i) Refund of the security deposit with 18% p.a. penal interest from February 2024 due to the delay; (ii) Reversal of fixed charges adjusted in the security deposit for the period September 2023 to March 2024; (iii) Rectification of the sanctioned load from August 2023, including recalculation and refund of excess fixed charges; and (iv) any other relief deemed fit by the Forum.

3. The Discom, in its written submission dated 04.09.2025, presented before the Forum, challenged the maintainability of the complaint on two primary grounds. First, it argued that since the Appellant is not the registered consumer for CA No.



152399498, he lacks the locus standi to file the grievance. Second, the Respondent noted that while the initial refund request was made on 20.06.2024, the matter falls under DERC (Forum for Redressal of Grievances of the Consumers and Ombudsman) Regulations, 2018, rather than prevailing DERC Regulations, 2024 (notified on 24.06.2024). Relevant proviso of Rule 12 mandates that a grievance must be filed within three months of exhausting the internal complaint handling procedure. Therefore, the present complaint deserved to be dismissed on the ground of limitation. The Discom further contended that the Appellant's manual complaint to the Internal Consumer Grievance Redressal Cell (ICGRC) on 27.06.2025 is not covered by the ICGRC being beyond jurisdiction as the Appellant is not registered consumer. Respondent further stated that any consumer dissatisfied with the ICGRC's reply is entitled to approach the CGRF but, in the present case the ICGRC did not have the jurisdiction to entertain it and, hence, the complaint before CGRF was not to be admitted.

4. Forum, in its order dated 15.09.2025, observed that the complainant, Shri Ankit, sought a security refund regarding electricity connection CA No. 152399498. Records indicate that this connection was registered in the name of the late Smt. Santosh, wife of Shri Rameshwar Singh Yadav. Under Section 2(15) of the Electricity Act, 2003, a 'consumer' is defined as any person supplied with electricity for their own use, including those whose premises are currently connected to a licensee's network. The Forum noted that the connection in question was disconnected on 10.02.2023, and the meter was subsequently removed on 17.03.2024. Since the Complainant is not the registered consumer, therefore, Forum opined that the grievance is not maintainable and cannot be entertained.

5. The Appellant, aggrieved by the order dated 15.09.2025 passed by the CGRF-BRPL, has preferred this appeal through his grandson, Shri Ankit. The Appellant reiterated the contentions previously raised before the Forum, asserting that his grievance remained unaddressed. He contended that the Forum summarily disposed of the matter on the ground that the Appellant is not the registered consumer of the Discom, while failing to consider the material fact that he is the lawful legal heir of his late wife, Smt. Santosh, in whose name the subject commercial connection was originally installed.

The Appellant has prayed following:

- (a) To refund the security deposit with the penal interest (18% p.a.), whenever it becomes due as per the DERC guidelines, due to the delay by BSES beyond the stipulated time frame of 1 week after the



connection comes under the permanent category of disconnection w.e.f. August, 2023.

- (b) Removal of the Adjustment of unnecessary fixed charges against the security deposit from August, 2023 to March, 2024.
- (c) Rectifying the sanction load from August-2023 and recalculating of the fixed charges thereof and returning the excess amount charged for the fixed charges for August-2023 along with security and also praying for compensation of Rs.20,000/- due to the mental agony, harassment, inordinate delay in resolving the issue, wrong guidance from BSES officials and not following the provisions related to permanent disconnection (if electricity continuously disconnected for more than 6 months, it comes under permanent category disconnection and no fixed charges would be levied when connection permanently disconnected), as mentioned in the DERC Guidelines and also for wrong bill generation at multiple times which amounted to deficiency in service.
- (d) Any further relief as deems fit.

6. The Discom, in its written submission dated 07.01.2026 regarding the appeal, reiterated the facts previously presented to the Forum. Additionally, the Discom primarily objected that the current appeal has been filed beyond the stipulated limit of 30 days from the order issued by the CGRF. It is an admitted fact the complaint was submitted to the Forum by Shri Rameshwar Singh, who also was not the registered consumer, a fact that has been noted by the CGRF in its order. Furthermore, no request for compensation had been made before the Forum or the ICGRC, making such claims untenable at the appellate stage. The Forum explicitly stated that the complainant is not the registered consumer, and thus, the grievance could not be considered. This observation has not been challenged by the Appellant. The sole basis for the appeal is the assertion that the grievance has not been addressed. It is emphasized that only an aggrieved consumer with a resolution from the ICGRC can approach the Forum, and subsequently, the Ombudsman. In this instance, the ICGRC itself lacked the jurisdiction to address the grievance. Hence, Respondent prayed to dismiss the present appeal.

7. The appeal was admitted and fixed for hearing on 11.03.2026. During the hearing, grandson of the Appellant was present in person and the Respondent was



represented by its representatives/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, to elicit more information on the issue.

8. During the hearing, the grandson of the Appellant, reiterated the arguments made previously before the Forum and the prayer made in the appeal. In response to a query by the Advisor (Engineering) regarding whether Late Smt. Santosh (registered consumer) had executed a Will in favour of her legal heirs, he stated that no Will had been executed by his grandmother. After her death in 2018, Shri Rameshwar Singh Yadav, his grandfather, is the legal heir and is entitled to seek the reliefs. He, being 87 years old and a heart patient, is unable to attend the hearing; therefore, he has authorized his grandson to represent his case. He argued that if his grandfather is not entitled to reclaim the security amount and other adjustments, then how could the Discom have removed the meter on 17.03.2024 based on his request dated 04.02.2024.

9. In rebuttal, the Advocate representing the Respondent reiterated the written submissions made before the Forum and the Ombudsman. In reply to a query by the Ombudsman regarding the temporary disconnection (TD) that occurred on 10.02.2023, whether the load could be increased from 15 kVA to 18 kVA effective from 03.07.2023 during the period of permanent disconnection (PD). If so, was any notice for load enhancement issued to the Appellant in May 2023? The officer present stated that the load could be increased in accordance with regulations during that period, assuming that the consumer had applied for reconnection of the TD connection. In this particular case, a notice for enhancement would have been served to the Appellant as per standard practice. The Ombudsman highlighted that it is an admitted fact that following the death of the registered consumer in 2018, the name was not transferred by the Appellant into his name for unspecified reasons; however, it cannot be disputed that the Appellant is the legal heir of his wife. Therefore, the question arises as to why the Discom did not extend any benefits to him upon the revelation of this fact. The Advocate asserted that the burden of proof lies with the Appellant. Nevertheless, the Appellant was unable to provide any documentary evidence. The Respondent, however, expressed willingness to refund the security amount or benefits to the rightful individual. Furthermore, it was asked when the temporary disconnection was executed on 10.02.2023, why it was permanently disconnected on 17.03.2024 at the request of the Appellant, instead of being automatically disconnected on 09.08.2023 (on completion of the period of six months). The Advocate stated that the TD was conducted on 10.02.2023, resulting in



the automatic PD after six months, despite any request from the Appellant would be received or not, as per the Regulation.

The Advisor (Engineering) clarified that, on 18.11.2022, the Discom issued a notice to the consumer for the disconnection of supply due to outstanding dues amounting to Rs. 27,967/- under Section 56 (1) of the Indian Electricity Act, 2003, and the supply was disconnected from the pole on 10.02.2023, which is referred to as a temporary disconnection. The Discom subsequently increased the sanctioned load from 15 kVA to 18 kVA w.e.f July 3, 2023, in accordance with Regulation 17 (4) of the DERC Supply Code, 2017. The arrears further accumulated to Rs. 92,400/- during the billing cycle of August 2023. Nevertheless, the Discom issued a pay-in-slip for Rs. 93,510.69 on December 6, 2023, which was paid digitally on December 9, 2023. Furthermore, on 04.02.2024, the Appellant, who is the husband of the registered consumer, submitted a request at the Division office for the disconnection/removal of the meter and provided account details for the refund of the security deposit in a letter dated 'Nil', issued by Mr. Vikram Narula, Business Manager, Nangloi, This letter has already been placed on record before the CGRF. In this case, Regulation 19 'Termination of Agreement' and Regulation 20 (9) 'Security Deposit' of the DERC Supply Code, 2017 is applicable.

The Secretary provided a detailed explanation regarding the matter, indicating that the agreement was actually terminated on 09.08.2023. The Licensee is entitled to remove the service line and other equipments from the consumer's premises; however, this removal occurred on 18.03.2024, following a request made by the Appellant to the Office of the Respondent on 04.02.2024. Furthermore, in accordance with Regulation 20 (9) mentioned above, the Respondent is required to settle all the outstanding dues and refund the security deposit after deducting any applicable charges, if any.

10. During the hearing, the Ombudsman highlighted that the issue has been unnecessarily prolonged by the Respondent, leading to avoidable distress for the Appellant that could have been resolved at the outset.

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

- (a) That the temporary supply was disconnected from the pole on 10.02.2023 as the payment was not cleared by consumer. In such case, it was



obligation of Discom to take Suo-moto action for removal of meter and Service line permanently without any request from the consumer, as connection becomes dormant on 09.08.2023. Accordingly, load revision from 15KVA to 18KVA would be treated effective from 1.7.2023 to 9.8.2023 as consumer is liable to pay fixed charges only for Six months after TD.

- (b) Relevant Regulation of 20 (9) of DERC Supply Code 2017 is applicable in the instant matter.
- (c) That the Appellant is the legitimate legal heir and it was the duty of the Respondent to sort out the matter legitimately for which he had experienced undue harassment.

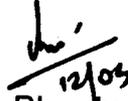
12. In the light of the above, this court is inclined to set-aside the Forum's order & further directs as under.

- (i) Respondent will recompute the bill of six months period only on fixed charges.
 - (a) For 15KVA sanctioned load from 10.2.2023 to 30.6.2023
 - (b) For 18KVA sanctioned load from 1.7.2023 to 9.8.2023.
 - (c) No further bill will be raised beyond 09.08.2023.
 - (d) LPSC (if any) would not be charged beyond 10.02.2023.
- (ii) After revision of bill, the balance security amount and the refund of excess amount (if any after recomputing) with interest @ 6% per annum w.e.f 10.12.2023 till 12.3.2026 be paid to the Appellant after getting the details of the account which is also available on record. Appellant, Shri Rameshwar Singh Yadav, is husband & legal heir of Late Smt. Santosh against whom the connection existed.
- (iii) Respondent is directed to pay Rs.5000/- as compensation for the mental agony and undue harassment to the Appellant. It should be paid in the form as stated in para (ii) above.
- (iv) The compliance report be shared with this office within 30 days of receipt of this order.



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 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
12.03.2026