

**Office of the 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-cum-Fax No.: 011-26141205)

**Appeal No.694/2015**

**IN THE MATTER OF:**

Janardan Singh - Appellant

Vs.

M/s BSES Rajdhani Power Ltd. – Respondent

(Appeal against Order dated 20.05.2015 passed by the CGRF-BRPL in CG No. 56/2015)

**Present:**

Appellant: Shri Janardan Singh & Shri Sunil, Advocate

Respondent: Shri Vindo Kapil (AVP), Shri Ram Ashiksh Ram (DGM), Shri Rajesh Yadav (Manager), Shri Prashant Saxena (Manager) & Shri Arav Kapoor (Advocate), Authorised Representatives of BRPL

Date of Hearing(s): 22.12.15, 17.02.16, 21.03.16 & 18.07.16

Date of Order: 20.07.2016

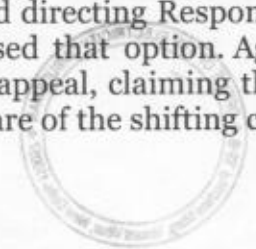
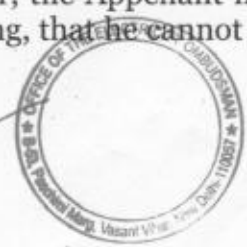
**ORDER**

1. Appeal No.: 694/2015 has been filed by Shri Janardan Singh, R/o D-284, Krishna Park, Devli Road, Delhi – 110062 against the order dated 20.05.2015 passed by the CGRF-BRPL in CG No. 56/2015.

2. The case relates to the Appellant's plea for the shifting of an electric pole which he claims is located in very close proximately to the back of his house, thereby raising the apprehension of an accident which he says can take place at any time. His demand is that it be shifted immediately.

3. During the hearing before the CGRF, the Respondent (Discom) had expressed their willingness to shift the pole provided the Appellant bore 50% of the shifting charges. The CGRF, in its order, noted that as the Appellant was not willing to bear part of the shifting charges, the pole cannot be shifted. The CGRF, however, gave the complainant the option of paying his share of the pole shifting charges within 30 days of receipt of the order if he chose to do so and directing Respondent to execute the job within 10 days if the complainant exercised that option. Aggrieved by the CGRF's order, the Appellant has filed the present appeal, claiming that the Forum's order is wrong, that he cannot be made to pay a share of the shifting cost and further,

*Shishoo*



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that since the pole was installed forcibly in the first place, it has to be shifted by the Discom their cost.

4. Both parties were present in the hearing. The Appellant reiterated his position that the pole, by virtue of its present location very close to his boundary wall, constituted a danger and should, therefore, be shifted at the Discom's own cost, adding that there was also a violation of the offset norms laid down in the rules.

5. The Discom, for its part, has held that they are not under any legal obligation to shift the electric pole or alter the overhead line on the grounds alleged by the Appellant much less at their own cost. According to them, the pole has been in its present position before the Appellant's premises came up and that it, in no way, causes any hindrance or danger to the neighbourhood or public at large. If the Appellant felt aggrieved, he would have to bear the entire cost of shifting the pole to any other technically feasible location within the locality, adding that the area was an unauthorized colony and that an alternative location they had looked at only attracted objections from the Appellant's neighbours. The Discom justified their changed position from that of bearing half of the shifting costs agreed to before the CGRF by stating that the earlier offer had only been a goodwill gesture made with a view to amicably resolving the issue even though they were in no way under any legal obligation to do so and that they were not bound by that offer now as the Appellant had clearly refused to bear even 50% of the cost of shifting the pole provided it was possible.

6. The foremost issue that needs to be adjudicated upon is that whether the pole in question poses any hazard or danger to the life and safety of the public at large or contravenes any provisions of the law governing safety issues. The Discom has clearly stated in its affidavit in reply to the Appellant's plaint that the pole has been installed in accordance with the provisions of the Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010 and that the pole's physical location was in compliance with requirements providing for a certain clearance to be maintained from buildings when being erected. During the hearing, in response to a specific question, they also unambiguously stated that the present location of the pole did not constitute a hazard or danger to the neighbourhood or public at large. Against this background, I am inclined to accept the Discom's certification that the installation of pole in its present situation is in consonance with the prevalent rules and regulations governing the subject in the CEA Regulations of 2010.

7. The residual issue is whether the Appellant still wants to get the pole shifted or not. The Discom holds that it is ready to shift it subject to the availability of an alternative, technically feasible location in the locality and the Appellant's willingness to bear the total cost of shifting. I am of the considered view that it would be inappropriate on the part of the Discom to retract from their commitment on cost-sharing which they had made before the CGRF. The Discom should, therefore, abide by their earlier commitment.

*Prisha*  




8. As far as the Appellant is concerned, it is noted that he declined to bear a part of the shifting costs within the one-month grace period allowed by the CGRF. The CGRF's order may stand as it is with the amendment that a further grace period of one month from the date of receipt of this order is hereby granted in case the Appellant desires to the pole shifted subject to his bearing 50% of the shifting costs. The Discom will bear the remainder of the shifting cost as they had agreed to before the CGRF while ensuring that the new location is technically feasible and in accordance with legal provisions governing safety to the public or properties.



**(Sundaram Krishna)**  
**Ombudsman**  
**20.07.2016**

