

IN THE DELHI STATE CONSUMER DISPUTES
REDRESSAL COMMISSION

Date of Institution:11.08.2017

Date of Hearing:30.09.2024

Date of Decision:21.11.2024

FIRST APPEAL NO.-423/2017

IN THE MATTER OF

MR. VIKASH GUPTA,
R/o 14, FIRST FLOOR,
CH. DILIP SINGH MARG,
KAUSHIYA PARK, HAUZ KHAS,
NEAR SYNDICATE BANK,
NEW DELHI-110016.

(Through: Mr. Amit Gupta, Advocate)

...Appellant

VERSUS

BSES RAJDHANI POWER LTD.,
(THROUGH ASSISTANT GEN. MANAGER)
DISTRICT: HAUZ KHAS,
NEW DELHI.

(Through: Mr. Arav Kapoor, Advocate)

...Respondent

CORAM:**HON'BLE JUSTICE SANGITA DHINGRA SEHGAL
(PRESIDENT)****HON'BLE MS. PINKI, MEMBER (JUDICIAL)**

Present: Mr. Jayant Garg, proxy counsel for Mr. Amit Gupta, counsel for the Appellant.

Ms. Radhika Gupta, proxy counsel for Mr. Arav Kapoor, counsel for the Respondent.

PER: HON'BLE JUSTICE SANGITA DHINGRA SEHGAL,**PRESIDENT****JUDGMENT**

1. The facts of the case as per the District Commission record are:

“Complainant has stated that in December, 2009 he had applied for a new connection but despite passing of more than two months and payment of all the bills with respect to other meters previously installed in the premises, OP failed to raise the demand notes and thereby to install the new connection. It is submitted that he applied for a new connection as the previous connection had become dormant. He is the owner and occupant of the premises bearing No.14, First Floor, Ch. Dilip Singh Marg, Kaushiya Park, Hauz Khas, Near Syndicate Bank, New Delhi. Earlier in the said premises there was an electricity connection in the name of Smt. Kiran Sabhal, the previous owner of the premises which was got transferred in the name of the complainant. He made payment of all the bills as and when raised by the OP. On 13.09.07 the entire building was sealed by the MCD and the officials of the OP removed the meter of the complainant installed at the first floor of the said building alongwith other meters installed at the other floors. Subsequently, the above building was de-sealed by the MCD on 10.12.08. However, the same was rented out only on 29.11.2009 and before that the same had remained

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vacant. He applied for new connection vide application No.R2311090001212 and complied with all the formalities. It is submitted that after great persuasion the OP in the end of February, 2010 handed over the following bills:

Name of R/C	CRN No.	Premises	Bill amount
Kiran Sabhal	2550096140	G. Floor	Rs.42110/-
Vikas Gupta	2550096141	F. Floor	Rs.85880/-
Vinod Gupta	2550096142	S. Floor	Rs.79710/-
Vinod Gupta	2551115433	T. Floor	Rs.00/-
Kiran Sabhal	2551145755	F. Floor	Rs.34,660/-

It is stated that the OP issued two bills in respect of the first floor of the premises, one in the name of Vikas Gupta and another in the name of Kiran Sabhal. Earlier there were three connections in the name of Kiran Sabhal at the ground Floor, first floor and second floor of the premises. Out of three connections one installed at the first floor was changed in the name of complainant and another connection installed at the second floor was changed in the name of Vinod Gupta. Hence, the bill in respect of CRN No.2551145755 in the name of Kiran Sabhal allegedly installed at the first floor is prima facie wrong and illegal and the same does not exist at the premises. It is submitted as follows:-

“k. That it is submitted that Regulation 16 (iv) of Delhi Electricity Supply Code and Performance Standards Regulations, 2007 provides that.... **“licensee shall issue the demand note within 7 days of acceptance of application.”**... However, in the instant case the opposite party intimated the cancelled of the application for new connection on 03rd April, 2010 and i.e. on the basis of false and frivols grounds. It is further submitted that the complainant has been running from pillar to post to

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get her electricity connection installed. However, the opposite party willfully and malafidely canceled the request for new connection thereby depriving the complainant to basic need like electricity.”

It is prayed as follows:-

- “A. Direct the opposite party to immediately provide the electricity connection to the complainant and;*
- B. Direct the opposite party to withdraw the impugned bill in respect of CRN No.2551145755, in the name of Kiran Sabhal amounting to Rs.844490 and;*
- C. Direct the opposite party to revised the bills in the name of Ms. Kiran Sibal CRN No.2550096140 amounting to Rs.42110/-, in the name of Vikas Gupta bearing CRN No.2550096141 for Rs.85880/- and in the name of Vinod Gupta CRN No.2550096142 amounting to Rs.79710 and make the refund of the extra amount taken from the complainant with interest @ of 18% from 08/03/10 to the date of actual payment and;*
- D. Direct the opposite parties to pay jointly and severally an amount of Rs.2,00,000/- as compensation for mental agony and harassment as caused to complainant by the opposite parties and/or;*
- D. Direct the opposite party to pay the sum of Rs.25,000/- as the cost of litigation.”*

2. The District Commission after taking into consideration the material available on record passed the order dated **08.06.2017**, whereby it held as under:

“It is not disputed that during the pendency of the complaint the electricity meter in the premises of the complainant has been installed. Therefore, the first grievance of the complainant stands resolved. The other grievances are with regard to the withdrawal of the

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impugned bill of Rs. 844,490/- in the name of Kiran Sabhal and for issuing revised bills in respect of 3 bills in the name of Ms. Kiran Sabhal, complainant and Sh. Vinod Gupta for Rs. 42110/-, Rs.85880 and Rs.79710/- respectively.

It has not been brought to our notice by either side whether electricity connection in the premises of the complainant has been installed after the settlement of the dispute with regard to the impugned bills or not.

In the written arguments, the counsel for complainant has put a reliance on Regulation 16 (iv) of the Delhi Electricity Supply Code and Performance Standards Regulations, 2007 and has contended that since the OP did not raise any demand after the submission of the application for installation of the meter in the premises by the complainant within 7 days, the action of the OP in not installing the electricity connection in the premises of the complainant was illegal.

Copy of the Regulations of 2007 has neither been supplied to us on behalf of the Complainant nor on behalf of the OP. With our own personal efforts we have been able to lay our hands on the Regulations which apart from regulation 16 (iv) also contains regulation No.2.1 (iv). The scope of regulation 2.1(iv) was considered by a full bench of the Delhi High Court in LPA No.2725/05 – BSES Rajdhani Power Ltd. Vs. Saurashtra Color Tones Pvt. Ltd., decided on 02.07.09. Para 35 of the judgment is relevant. The same is reproduced as hereunder:-

“35. For the foregoing reasons, we hold that in terms of clause 2.1(iv) of the General Conditions of Supply forming part of Tariff Order dated May 23, 2011 if there are electricity dues against the previous owner or occupant of a premises who transfer the premises to a new owner or occupant, the new owner or occupant applying for a fresh electricity connection can be compelled by the Distribution company to pay the arrears of electricity dues of the

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previous owner or occupant and the distribution company can refuse to supply electricity to the premises on account of such non-payment.”

In view of the said regulation and the judgment the demand of amounts of the impugned bills from the complainant was perfectly justified. Therefore, we hold that the complainant has failed to prove any deficiency in service on the part of the OP.

In view of the above discussion, we do not find any merit in the complaint and dismiss it with no order as to costs.”

3. The Appellant/Complainant has challenged the aforesaid order on the ground that the District Commission failed to appreciate the fact that the Respondent company had removed all the electric meter from the premises of the Appellant when the same got sealed by the MCD on 13.09.2007, therefore, no question arises as to any meter in respect of CRN No. 251145755 in the name of previous owner namely Ms. Kiran Sibhal allegedly installed on 18.11.2003. Further, the Appellant submitted that the District Commission failed to appreciate the fact that as to why the record of the meter no. 27055337 was not existed in the billing system of the Respondent company for a considerable period of time. Pressing the aforesaid submissions, the Appellant prayed for setting aside the impugned order passed by the District Commission.
4. The Respondent, on the other hand, filed reply to the present appeal wherein, he denied all the allegations of the Appellant and submitted that the consumer commissions have no jurisdiction to entertain the complaints pertaining to billing disputes, since the same squarely within the domain of the Consumer Grievance Redressal Forum (CGRF) which have been established by the DERC in exercise of the powers conferred on it by the

Electricity Act, 2003. Pressing the aforesaid, the Respondent prayed for the dismissal of the present Appeal with exemplary cost.

5. The parties were directed to file written submission on their behalf. The written submissions on behalf of the Appellant are on record wherein he has reiterated the facts mentioned in the present Appeal. Further, the written submissions have also been filed by the Respondent wherein it relied upon the following judgments in support of its case:

- a) *H.D. Shourie vs. MCD, MANU/DE/0356/1987*
- b) *Rototex Polyester and Anr. Vs. Administrator, Administration of Dadra and Nagar Haveli (UT) Electricity Department, Silvassa and Ors., MANU/MH/0760/2009*
- c) *Jingle Bell Amusement Park P. Ltd. vs. North Delhi Power Limited, MANU/DE/1339/2011*
- d) *NDMC. vs. Karam Chand Thapar and Brothers P Ltd., MANU/DE/1856/2009*
- e) *M/S. Swastic Industries vs Maharashtra State Electricity, MANU/SC/0254/1997*
- f) *Paschimanchal Vidyut Vitaran Nigam Ltd and Ors. Vs. DVS Steels and Alloys Pvt. Ltd and Ors., MANU/SC/8234/2008*
- g) *BSES Rajdhani Power Limited vs. Saurashtra Color Tones Private limited and ors., MANU/DE/0867/2009*
- h) *Madhu Garg & Anr. vs. North Delhi Power Ltd., MANU/DE/1115/2006*

6. We have perused the material available on record and heard the counsel who appeared on behalf of the Appellant and the Respondent.

7. The main question for consideration before us is ***whether the District Commission has erred in dismissing the Complaint of the Appellant.***

8. From the chronology of the events, we find that, the Appellant is the owner and occupant of the premises bearing no. 14, First Floor, Ch. Dilip Singh Marg, Kaushiya Park, Hauz Khas, Near Syndicate Bank, New Delhi which was purchased from the previous owner namely Ms. Kiran Sabhal and the previous electricity connection bearing the name of previous owner was transferred in the name of the Appellant vide CRN No. 2550096141. However, on 13.09.2007, the entire building bearing no. 14, Ch. Dilip Singh Marg, Kaushiya Park, Hauz Khas, Near Syndicate Bank, New Delhi was sealed by the MCD and the official of the Respondent disconnected the electricity supply in the building and removed the meters installed at the first floor along with other meters installed in the entire building. Further, the said building was unsealed by the MCD on 10.12.2008 and thereafter, the Appellant had applied for the new electricity connection before the Respondent vide application bearing no. R2311090001212, however, the Respondent had rejected the request on the pretext of the unpaid dues with respect to said building.
9. At this stage, we deem it appropriate to refer to the landmark judgment of the Hon'ble Supreme Court titled *"Paschimanchal Vidyut Vitran Nigam Ltd. vs. DVS Steels & Alloys Pvt. Ltd. & Ors."* reported in [JT 2008(12) SC 672] wherein, the Hon'ble Supreme Court has observed as follows:

"11. A stipulation by the distributor that the dues in regard to the electricity supplied to the premises should be cleared before electricity supply is restored or a new connection is given to a premises, cannot be termed as unreasonable or arbitrary. In the absence of such a stipulation, an unscrupulous consumer may commit defaults with impunity, and when the electricity supply is disconnected for non-payment, may sell away the property and move on to another property, thereby making it difficult, if not impossible for the distributor to recover the dues. Having regard to the very large number of consumers of electricity and the frequent moving or translocating of industrial, commercial

and residential establishments, provisions similar to clause 4.3(g) and (h) of Electricity Supply Code are necessary to safeguard the interests of the distributor. We do not find anything unreasonable in a provision enabling the distributor/supplier, to disconnect electricity supply if dues are not paid, or where the electricity supply has already been disconnected for non-payment, insist upon clearance of arrears before a fresh electricity connection is given to the premises. It is obviously the duty of the purchasers/occupants of premises to satisfy themselves that there are no electricity dues before purchasing/occupying a premises. They can also incorporate in the deed of sale or lease, appropriate clauses making the vendor/lessor responsible for clearing the electricity dues up to the date of sale/lease and for indemnity in the event they are made liable. Be that as it may.”

10. From the aforesaid dicta, the Hon'ble Supreme Court has held that if a consumer disposed of its premises, or any portion thereof without clearing the dues in regard to the electricity supplied to its premises, any transferee seeking fresh electricity connection or supply of electricity to the premises, will have to clear the electricity dues of the previous occupant. In the present case also, the dues of the previous connection which was sanctioned in the name of Ms. Kiran Sambhal have to be paid by the Appellant (owner).
11. In view of the foregoing, we are in agreement with the reasons given by the District Commission and fail to find any cause or reason to reverse the findings of the District Commission. ***Therefore, we uphold the order dated 08.06.2017 passed by the District Consumer Disputes Redressal Commission - II, Udyog Sadan, C-22 & 23, Qutub Institutional Area, New Delhi-110016.***
12. Consequently, the present Appeal stands dismissed with no order as to costs.
13. Application(s) pending, if any, stands disposed of in terms of the aforesaid judgment.

14. The judgment be uploaded forthwith on the website of the commission for the perusal of the parties.
15. File be consigned to record room along with a copy of this Judgment.

(JUSTICE SANGITA DHINGRA SEHGAL)
PRESIDENT

(PINKI)
MEMBER (JUDICIAL)

Pronounced On:
21.11.2024

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