



BEFORE THE ELECTRICITY OMBUDSMAN, HARYANA
Haryana Electricity Regulatory Commission
Bays No. 33 - 36, Sector – 4, Panchkula-134109
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(Regd.Post)

Appeal No. : 16/2022
Received on : 27.05.2022
Registered on : 27.06.2022
Date of order : 20.07.2022

In the matter of: -

Appeal against the order dated 28.04.2022 passed by CGRF, UHBVN, Kurukshetra in case No.234/2021.

Sh. Ram Niwas Gupta, O/30, Old Industrial Area, Bahadurgarh.

Appellant/Complainant

Versus

UHBVNL

Respondents

Before:

Sh. Virendra Singh, Electricity Ombudsman

Present on behalf of Appellant:

Sh. Ankur S/o Sh. Ram Niwas Gupta
Sh. Ram Niwas Gupta

Present on behalf of Respondents:

Sh. Sanjay Bansal Advocate for respondents
Sh. Ajay Kohar, XEN (Op) Division, UHBVN, Bahadurgarh
Sh. Rahul Verma, SDO (Op) City Sub Division No.1, UHBVN, Bahadurgarh

ORDER

Sh. Ram Niwas Gupta, O/30, Old Industrial Area, Bahadurgarh has filed an Appeal against the order dated 28.04.2022 passed by CGRF, UHBVN, Kurukshetra in case No.234/2021. The appellant submitted as under: -

I had rented my factory premise O/30, Old Industrial Area, Bahadurgarh to Mr. Om Prakash from 1-Jan-2017 onwards. Mr. Om Prakash had vacated my factory in Aug 2018 overnight without informing me. I had found out then that he had not cleared the electricity bill. I was surprised and shocked to know that there was a huge electricity bill pending against him for more than 1.5 years. As per my knowledge and as printed on each bill generated by Electricity board, I was under assurance that if bill is not paid on time, meter will be disconnected by the Electricity department. I am a senior citizen and already suffering from various heart and BP related diseases. I am under a lot of depression & mental trauma due to this incident from last 3 years. Despite making numerous requests to the department, there is lack of any reasonable response and accountability from the department.

My concerns are listed below:

- 1.1 I was handed over a huge bill when my tenant had vacated the premise. The electricity bill was not paid since Jan 2017 to Aug 2018. There was no action taken or any notice sent to me or premise for non-payment of the bill. Does UHBVNL standard protocols allow electricity being consumed for 18+ months without bill being paid or issuing any notifications? Why did the department not issue any notifications at all for 1.5 years?

- 1.2 Every bill generated by UHBVNL clearly states 'The meter will be disconnected if bill is not paid within 7 days.' This is a legal and binding agreement on both parties. Due to this, I was under the assurance that the bill is regularly paid by my tenant, otherwise department would have disconnected the meter. Why did department not disconnect the meter if bill was not paid for 18 months?
- 1.3 It's really hard to believe that such an act can go unnoticed for 18+ months by the concerned officials. Could it potentially be a case of liaison between my tenant and few concerned department officials? If it has gone unnoticed or there is a potential fraud here, in either case lack of diligence and failure to act by protocols by the department has caused this situation. Then why should I suffer a financial loss in this situation? My obligation should be upto a defined/limited extent, not for continuous and long-standing fraud and malpractices.
- 1.4 Also, the M&P while disconnecting the old meter did not inform the meter owner or premise owner. They had got signature from the tenant who anyways had a conflict of interest here. This further shows something uncalled for happening in this case between my tenant and few officials, otherwise it should have happened in my presence. Also, there is no mention of meter reading on M&P report when meter was disconnected. How and why should I trust a reading put in by officials later on in their offices without my presence and being validated by me?
- 1.5 I am not in a financial position to pay such a huge amount of bill as I am a senior citizen with no real earnings. There is no way I can pay such a huge bill, so I should be given reasonable relief and department/it's representatives at fault should be held equally accountable to make up for the financial loss.
- 1.6 Pressure tactics are being used on me like sending a wrong notice at my premise recently quoting a bill of 17 lakhs, while it is around 7 lakhs and then pressurizing me to enter Surcharge waiver scheme to get the bill corrected. I paid some part of the bill, that was under protest and pressure.

What I feel CGRF failed to consider and hence I am appealing to Ombudsman:

- 1.7 It emphasized on the issue of average billing which is not relevant to the concern I had raised. My concern was UHBVN authorities were non-compliant to their duties and protocols by letting non-warranted consumption of electricity by my tenant if he had been defaulting the bill for 18 months, potentially with a malice intent defrauding UHBVN and me. It is irrelevant and trivial whether bill was reading based or average based.
- 1.8 The forum has ordered enquiry against guilty officials. But a mere enquiry is not justified here. If UHBVN has suffered financial loss due to fraud or malpractices by its official, either UHBVN or the guilty officials should be made accountable for the financial loss as well and be made liable for the recovery. Why should only I be on the suffering side of the financial loss, when I have not used the electricity at all.
- 1.9 The forum emphasized on me entering Surcharge Waiver scheme to get benefit of interest waiver, but failed to notice that I had entered SWS under protest because wrong bill of 17 lacs was sent to my premise and I was not being told the right amount by officials and was forced to enter this scheme to find the right amount and put a stop to ever-increasing bill, under protest.
- 1.10 The Forum didn't ask for a point by point response from SDO/XEN as their response kept on iterating same points around average billing in response to my petition. While the chief and only complaint in my petition was altogether different, that why did the department officials let this situation occur and did not comply to their legal obligations and regular processes of disconnecting the meter if bill was not getting paid for 18 months. Their actions resulted in this situation otherwise the default amount would have been limited to 1-2 months bill.
- 1.11 The Forum has put all the financial burden on me, without realizing I do not have the financial capability for the same. And moreover, it's a loss incurred to

department due to negligence by its officials, so why are they not held financially accountable by the Forum.

1.12 I have my trust in the unbiased judicial system and sanctity of Ombudsman. Hence, I request you to look into the matter urgently and reduce my bill to an affordable and reasonable amount. Please note this grievance/issue is not pending in any court of law. Looking for a quick & positive response!

2. The appeal was registered on 27.06.2022 as an appeal No. 16/2022 and accordingly, notice of motion to the Appellant and the Respondents was issued on 27.06.2022 for hearing the matter on 14.07.2022.

3. XEN (Op) Division, UHBVN, Bahadurgarh vide his email on 11.07.2022 has submitted reply which is as under: -

3.1 The Consumer M/S Rajesh Traders was being provided the Average Basis Bills from 01/2017 to 05/2018 after the extension of Load was Done of this Connection in 01/2017. During This period Bills provided were on Average Basis and the same were corrected in 05/2018 and Bill was made on the consumption basis.

3.2 After the Bill Corrected of the said account Number of Rs.754539/- the same was provided to the consumer and on defaulting amount of Rs. 1701063/- the PDCO of the connection was done in 02/08/2018.

3.3 The Bills of the Connection were made on average basis during the said period due to not taking the readings of the connection. Disciplinary action against the official for not taking the readings is already initiated. However, the Consumer had provided the Bill as per the electricity units consumed by him in 05/2018.

3.4 The connection was disconnected by the M&P Wing on account of Defaulting amount. The signature of the user was taken on the Performa at the time of Disconnection.

3.5 Disciplinary action against the responsible employee is already initiated for non-taking the readings due to which the Billing was done on average Basis.

3.6 The connection got disconnected on the defaulting amount Rs. 1701063/- in 08/2018. The consumer now had given a complaint regarding wrong bill and the same was set right of Payable amount Rs. 741755/-. The same was intimated to the consumer. The consumer opted the SWS-2021 Scheme of UHBVN and paid 1st installment of Lump sum Amount Rs. 170000/- on dated 29/11/2021. After that the consumer has not paid any installment. The surcharge will be frozen after the complete amount as described in the SWS-2021.

4. The hearing was held on 14.07.2022, as scheduled. At the outset, the counsel for the respondents submitted that he has been engaged recently and requested short adjournment in the matter. Acceding to the request of the counsel, the matter was adjourned for 20.07.2022.

5. SDO (Op) City Sub Division No.1, UHBVN, Bahadurgarh vide his email dated 19.07.2022 has submitted reply through his counsel which is as under: -

5.1 That the appeal filed by the appellant is nothing but a blatant abuse of the process of law and same has been filed with ulterior motives to harass and humiliate the respondent. The appellant has put bare allegations on the respondent department. As it is pertinent to mention here that the electricity connection was in the name of M/s Rajesh Traders, whose proprietor is petitioner, with address Ram Niwas Gupta, M/s Rajesh Traders, Plot No. 30, old Industrial area, Bahadurgarh. Secondly, he himself got extended the load of this connection from 9.9 KW to 30 KW during Jan. 2017, when he had rented his factory premises to Sh. Om Prakash from 1 Jan. 2017 onwards. It means petitioner Sh. Ram Niwas Gupta was handling the electricity connection himself and not the tenant. So first of all, it becomes his responsibility to check whether the correct bill is coming or not after getting

the load extended. If the bill is wrong then it becomes his responsibility to complain to the electricity department, as the owner of the premises is Sh. Ram Niwas Gupta and the electricity connection in his name. but he did not bother for more than 18 months, had he not taken the rent of 18 months from the tenant.

- 5.2 That it is pertinent to mention here that rent agreement dated 29-12-2016 between Sh. Ram Niwas Gupta and Sh. Om Parkash is valid from 01-01-2017 to 30-11-2017 and it terminates on 30-11-2017. Whereas complaint is for the period till August 2018, which itself shows that the complaint is false.
- 5.3 That it is further mentioned that appellant is betraying the electricity department in collusion with his tenant as he has not filed any criminal complaint against the tenant as the tenant has fled/ vacated the factory premises without paying the electricity bill. It is strange that tenant has paid the rent and did not pay the electricity bill. This complaint is false just to save the bill amount by the appellant in collusion with tenant.
- 5.4 That the present appeal is in fructuous and is liable to be summarily dismissed on this ground alone that appellant/petitioner had entered into surcharge waiver scheme 2021 and has deposited Rs. 1,70,000/- on dated 29-11-2021. When the complainant/petitioner has opted for the SWS 2021, he cannot go for litigation.

Para wise Reply of Appeal: -

That the contents of introductory para of appeal is matter of record and rest para is denied for want of knowledge.

- That the contents of para no. 1 are replied in this way that the bill of M/s Rajesh Traders of Account No. 6699860000 were being generated on average basis from 01/2017 to 5/2018, so due to the average bill, the supply of the consumer was not disconnected. However, the bill of the appellant was corrected, as per the reading basis on dated 05/18, Rs. 7,54,539/- was due and the bill was supplied to the appellant. Further due to the non-payment of the electricity bill, the supply of the appellant was disconnected on dated 21-08-2018. The bill given by the department on average basis is a bill generated on actual consumption by the consumer. So, the consumer is bound to pay that bill.
- That the reply of the contents of para no. 2 has already been given above in para no. 1, which be read as part and parcel to the reply of this para.
- That the contents of para no. 3 are wrong and incorrect, hence it is denied.
- That the contents of para no. 4 are wrong and incorrect. As the connection was disconnected by the M&P Wing on account of defaulting amount and the signature of the user was taken on the Performa at the time of disconnection.
- That the contents of para no. 5 are replied in this way that the appellant has opted the surcharge waiver scheme 2021. The respondent department has accepted his request for opting the SWS 2021 and intimated to the appellant that the amount of Rs. 6,79,313/- is payable after waive off the interest. The appellant consented and paid one installment of Rs. 1,70,000/- on dated 29-11-2021.
- That the contents of para no. 6 are replied in this way that the respondent department had checked the defaulting amount of disconnected connection and the same was set right of payable amount of Rs. 7,41,755/- and the same was intimated to the appellant.

It is, therefore, prayed that the appeal of the appellant may kindly be dismissed. Any other relief to which this Hon'ble Commission deems just and proper may also be awarded, in the interest of justice.

6. The hearing was held on 20.07.2022, as scheduled. Both the parties were present during the hearing through video-conferencing and argued the matter in detail. The

appellant mainly contended that, had the connection been disconnected in case of non-payment of the electricity bill after seven days, the large amount of bill would have not been accumulated. It is very difficult to deposit pending electricity bill of eighteen months since it was the responsibility of the tenant who already vacated the premises. Per contra, the counsel for respondents argued that Owner, whose name the electricity connection exists, is fully responsible for the payment of electricity bill of supply consumed. Further, the clause 5 of rent agreement executed between consumer and tenant, inter alia states that the tenant shall be responsible and liable to make the payment of the monthly electricity bills as raised by UHBVN regularly w.e.f 01.01.2017 and also be liable to hand over the photocopy of bill with its paid receipt to the landlord, and hence the appellant in his own interest was duty bound to ensure that electricity bill was being paid by the tenant regularly. Further, clause no. 6 provides that the party to second part/tenant shall use the electricity connection in a legal and lawful manner and misuse or discrepancy found if any than the tenant shall be exclusively responsible and liable for any civil / criminal proceedings. But no complaint / FIR has been lodged against the tenant in the Police Station. The appellant was allowed to deposit principal amount to give benefit of surcharge under SWS, 2021. The appellant deposited Rs.1.7 lakhs on 29.11.2021 and thereafter no installment has been deposited.

7. In view of the foregoing discussions and facts, it is observed that the bill of the consumer was corrected and the appellant opted for the surcharge waiver scheme 2021 under which the consumer was facilitated to deposit principal amount (without late surcharge payment) but he deposited Rs.1.7 lakhs only as first installment and thereafter stopped the payment of further installments. Therefore, UHBVN has already given chance to clear defaulting amount in installments without surcharge but he did not avail, and hence no further benefit is admissible to the consumer. I agree with the contention of respondents that the consumer is bound to pay the bill issued on the basis of actual consumption.

8. In view of the above, the appeal is disposed of, in above terms.

Both the parties to bear their own costs. File may be consigned to record.

Given under my hand on 20th July, 2022.

Dated: - 20th July, 2022

**(Virendra Singh)
Electricity Ombudsman, Haryana**

CC-

Memo. No. HERC/EO/Appeal No.16/2022/

Dated: -

1. Sh. Ram Niwas Gupta, O/30, Old Industrial Area, Bahadurgarh.
2. The Managing Director, UHBVN, Vidyut Sadan, C-16, Sector – 6, Panchkula – 134109.
3. Legal Remembrancer, Haryana Power Utilities, Shakti Bhawan, Sector- 6, Panchkula – 134109.
4. The Chief Engineer 'Op', Rajiv Gandhi Vidyut Bhawan, Delhi Road, Near Medical Board, UHBVN, Rohtak
5. The Superintending Engineer 'Op' Circle, 33 KV Power House, UHBVNL, Jhajjar
6. The Executive Engineer 'Op.' Division, Near Civil Hospital, Nai Basti, Bahadurgarh
7. The SDO 'Op', City Sub Division No.1, 33 KV Old Power House, Nai Basti, Bahadurgarh