

CONSUMERS GRIEVANCES REDRESSAL FORUM AT KASUMPTI, SHIMLA-09
No. CGRF/Complaint No. 1211/32/21/020

Complaint No.:- 1211/32/21/020
Date of Admission:- 16.09.2021
Quorum:- Er. Vikas Gupta, Member
In ref:- Sh. K.S Dhaulta, Member

Sh. D.R.Chandel,
Block No.44, Set No.834,
Type-IV, New Shimla (HP).

Complainant

V/s.

HPSEBL & Others.

Respondents

1. The Managing Director,
HPSEBL, Vidyut Bhawan,
Shimla-171004.
2. The Executive Director (Pers.),
HPSEBL, Vidyut Bhawan,
Shimla-171004.
3. Assistant Executive Engineer,
Electrical Sub-Division HPSEBL,
Khalini, Shimla-2. (HP).

Respondents

Final hearing:-

18.04.2022

Present for:-

Complainant

1. None

Respondent

1. Sh. Anil Kumar God, Advocate

Date of Decision: -

18.04.2022

ORDER

1. The instant complaint has been filed by the complainant seeking relief mainly:- (i) That order for average calculation of consumption be passed to rectify the irregularities and malpractices committed by the HPSEBL, in the billing w.e.f. February, 2020 to April, 2021. (ii) That amount charged under the head of late payment also be waived off as no bill was issued against my name up to February, 2021 or may be recovered from the persons responsible for delay. (iii) That fixed charges & meter rent may also be waived off as no meter was in my name up to February, 2021, despite completion of all formalities required for the electric connection. (iv) That Rs.4016/- were paid on 16th February, 2021 in the accounts of HPSEBL, Khalini, Shimla-2 (H.P.), order to pay interest on it @ 18% till the date of issue of new connection in my name be passed. (vi) That any other relief which this Hon'ble Consumer Grievance Redressal Forum deem fit and just.
2. The factual matrix of the case is that complainant was allotted Government residential accommodation vide letter dated 19.10.2019 by Director of Estates Himachal Pradesh of set No.834/44, Type-IV SDA Shimla **Annexure R-1**. The complainant claims to had occupied the said accommodation on 23.02.2020 and completed all formalities as per requirements for new connection and deposited Rs.4,016/-.The copy of the allotment letter stated to has been provided to the Respondent Board also. The complainant submits that he had requested on 19.03.2020 (**Annexure-A**) the Respondent Board to change consumer account of set No.834/44 Sector-4 New Shimla bearing K. No. 1112125349, ID 100001138571. The new service connection was provided to the complainant in his name on 23.02.2020 with consumer ID-200000099997 Meter No.152153-1, after the complainant has requested in December/2019, to restore the existing electricity connection in set No.834/44 in his name. The meter was made functional with previous meter reading 7110 units.
3. The main issue of the complainant is that he is not liable to pay the outstanding dues of Sh. Puneet Guleria previous occupier of the said set. The Complainant contends that he is aggrieved by the action of Respondents to issue him the bills in the name of previous occupier on 18th March, 2020. He immediately lodged a complaint **Annexure A** with the

Assistant Engineer Sub-Division Khalini-Shimla-2 to issue fresh/new bill for the present consumption. The Respondent Board replied vide **Annexure C-3** stating that the bills were issued for consumer Id-100001138571 in the name of Sh. Puneet Guleria. The electricity bill amounting to Rs.5017.81 for the said period was not paid by the present consumer and the same was debited to the account of the complainant. The complainant vide **Annexure-D** dated 25.08.2021, again made a request to accept his July, August and further cycle bills payment for consumer ID-200000099997, Meter No.152153-1. The Respondent Board vide letter dated 28.08.2021 **Annexure-G** had again clarified the position regarding sundry charges of Rs.5017.81 in the consumer ID-200000099997, which has been debited for the energy bills from October/2019 to January/2021 as per meter reading and office record. The Respondent Board clarified that the allotment in favour the complainant was made on dated 19.10.2019 and complainant applied for new connection in January/2020.

4. The Respondent Board in its reply submitted that though the accommodation was allotted to the complainant on 19. 10. 2019 vide **Annexure R-1** but he had occupied the said accommodation in October/2018. The Respondent Board further contended that the electricity connection was released in favour of the complainant on 23.02.2020 after completion of all the codal formalities as per requirement. The claim of the complainant for waiver of sundry charges of Rs.5018/- cannot be accepted as per regulations. Respondents again contended an undisputed fact that the complainant was using electricity of the said set after allotment to him in October, 2019 when the meter was running in the name of previous occupier. The complainant failed to pay energy bills after allotment/occupation of the accommodation and hence sundry charges were added in the energy bills of June-July, 2020. The Respondent Board further submitted that no application regarding PDCO was received from previous occupier Sh. Puneet Guleria. The complainant was occupying the same residence and used electricity till January/2021 in the name of previous occupier Sh. Puneet Guleria. Thus, the monthly consumption energy bills along with arrears/sundry were generated in the name of Sh. Puneet Guleria till January/2021 and issued to complainant for payment, as he was occupying the set and consuming the electricity. After the SCO compliance of

complainants' file, the energy bills were generated in the name of the complainant thereafter.

5. The Respondent Board in its reply placed on record the undertaking of the complainant **Annexure R-3**, whereby the complainant has requested in December/2019, to restore the existing electricity connection in set No.834/44 in his name. The complainant undertook to be liable to pay the electricity charges for the future consumption and past charges, if any, which may be calculated and billed before its restoration in his name. The Respondent Board has also submitted the detailed consumption data of the previous occupier vide letter dated 22/2/2022 since 12.01.2018 to 01.01.2021 the data shows that that the consumption till 04.01.2020 of Puneet Guleria is zero. Thereafter w.e.f. 05.01.2020 to 01.01.2021 the total consumption of energy charges has been calculated to the tune of Rs.5017/-. The first bill in the name of complainant Sh. D.R. Chandel was issued during the month of 06/2021 as per consumption shown in the meter. The respondents submitted that delay in the change of name from Puneet Guleria to D.R. Chandel was mainly due to non payment of outstanding amount of electricity bills consumed by the complainant coupled with some software issue coupled with Covid restrictions. The delay in change of name and new ID to the complainant has no effect on the power supply of the complainant, which was running smoothly without any hindrance. Thus, the complainant has no right to claim for any charges for delay in change of name process, which was mainly due to non payment of electricity bills issued in the name of Sh. Puneet Guleria, as the entire electricity was used by the complainant who had also agreed to pay all the electricity charges vide his application Annexre-R-3.
6. The complainant in rejoinder and written pleadings denied the contentions of the Respondent Board made in its reply, as well as, during the course of oral arguments before this Forum. The complainant argued that the bill of Rs.5017/- of previous occupier is not recoverable from him. This has been included in his bills of June/July/2021 as sundry charges wrongly and intentionally to harass him. He further submits that this amount has escalated to Rs.5017/- due to not billing, as per bill cycle and charging higher slabs in the next bills, due to negligence of Respondents. He refers to the provisions of para 5.2.13 of the Supply Code, 2009 in support of his contentions. The said clause provides that licensee will not be entitled to require payments of due amount from the

next occupier of premises. The complainant in its arguments also referred to other provisions of the Supply Code and Electricity Act, 2003 on delay in providing connection etc. Complainant has made fresh claim that due to negligence and high handedness of Respondents, the compensation by way of (i) refund of Rs.2488/- out of Rs.4018/- paid on 14.02.2020 as refundable security with 18% interest,(ii) refund of Rs.1675/- paid against unjustified sundry charges/arrears of Rs.5017/- on September/2021 with 18% interest (iii) Rs.133/- paid with electricity charges to be refunded as the same was chargeable from previous occupier Sh. Puneet Guleria (iv) compensation of Rs. 2 Lacs for financial loss and mental agony.

7. The parties today argued the matter at length and prayed to dispose of the complaint accordingly. We have heard both the Parties and examined the relevant record, Regulations, Supply Code and laws etc., placed on record/referred by the parties during course of hearing. The facts on record and pleadings of the parties clearly establish that the complainant was allotted the said accommodation by the Government on 19.10.2019 **Annexure R-1**. The complainant as per undisputed fact on record has occupied the premises soon after its allotment to him and was using electricity from the existing meter in the name of Sh. Puneet Guleria, who was the previous occupier and using the electricity till the connection was transferred in his name.
8. The new service connection was provided to the complainant in his name on 23.02.2020 with consumer ID-200000099997 Meter No.152153-1, after the complainant has requested in December/2019, to restore the existing electricity connection in set No.834/44 in his name. The meter was made functional with previous meter reading 7110 units. There is nothing contrary on record and also complainant failed to establish the fact that he did not consume any electricity till he was provided the new consumer ID after change of name, thus, an amount of Rs.5017/- claimed as sundry charges were to be recovered from previous occupier.
9. The written arguments of the complainant clearly establish the fact that he was occupying the said premises after allotment and had in December/2019 vide **Annexure R-3** sought restoration of existing electricity connection in set No.834/44 in his name. The **Annexure R-3** further demonstrates that the complainant has undertook to be liable to pay the electricity charges for the future consumption and the past charges, if any, which may be

calculated and billed before its restoration in his name. We find substance in the arguments of the Respondent Board that the energy bills issued to the complainant w.e.f. 05.01.2020 to 01.01.2021 having total energy consumption charges calculated to the tune of Rs.5017/- were on account of the consumption of the electricity made by complainant, till the connection was transferred in his name.

10. We do not find any substance in the contentions of the complainant that the bills of Rs.5017/- pertains to previous occupier Sh. Puneet Gularia and recoverable from him, for the simple reason that the detailed consumption data submitted by Respondent Board during the course of hearing vide letter dated 22/2/2022 since 12.01.2018 to 01.01.2021 clearly and undisputedly shows that the consumption of Puneet Gularia till 04.01.2020 is zero. Thereafter, w.e.f. 05.01.2020 to 01.01.2021, the total consumption of energy charges has been calculated to the tune of Rs.5017/-.The complainant was using electricity of the said set after allotment to him in October, 2019, when the meter was still running in the name of previous occupier. Thus, it will neither be just nor proper and legal to charge the previous occupier for the energy consumption made by the next occupier i.e., complainant that too merely on the basis of bills issued in the name of previous occupier.
11. The record and pleadings of the parties goes on to demonstrate that the complainant was occupying the said premises after allotment and had in December/2019 vide **Annexure R-3** sought restoration of existing electricity connection in set No.834/44 in his name. The **Annexure R-3** further demonstrates that the complainant has undertaken to be liable to pay the electricity charges for the future consumption and the past charges, if any, which may be calculated and billed before its restoration in his name. There is nothing on record to show that the complainant did not occupy the said premises till February, 2020 as claimed in the complaint. Further the complainant failed to produce the proof of actual occupation of the said premises in Feb, 2020 such as letter of occupancy submitted to the Govt. despite specifically asked by Forum to produce. The fact on record clearly establish that the Respondent Board has been issuing the monthly bills in the name of previous occupier to the complainant along with arrears and sundry charges, as is evident from the **Annexure R5** the bills placed on record.

- 12.** The service connection order dated 23.02.2020 clearly establish the fact that the connection stood already issued in the name of complainant during February, 2020 itself. The first bill in the name of complainant Sh. D.R. Chandel was issued during the month of 06/2021 as per consumption shown in the meter. The fact remains uncontroverted that delay in the change of name from Puneet Guleria to D.R. Chandel was mainly due to non payment of outstanding amount of electricity bills consumed by the complainant coupled with some software issue & Covid-19 restrictions. However, delay in change of name and new ID etc., had no effect on the power supply to the complainant, which was running smoothly without any hindrance. In fact the complainant had been using the power in the name of previous occupier and the respondents despite requiring payments and disconnection, allowed the complainant to use the electricity uninterruptly, as a valuable customer, in the name of previous occupier. Thus, in the facts & circumstances recorded here-in-above, we are of the opinion that the complainant's claim cannot be acceded to, as sought for refund of charges and compensation etc., on account of alleged delay in change of name etc. The delay was mainly due to non payment of electricity bills issued to complainant in the name of Sh. Puneet Guleria, as the consumption of electricity was made by the complainant, who had also agreed to pay all the electricity charges vide his application **Annexre-R-3**.
- 13.** We find no force in the arguments of the complainant that under para 5.2.13 of the Supply Code, 2009 the respondents were not entitled to claim the dues of the previous occupier, in the fact and circumstances of the case and the observations made in the paras supra. It is not the case which falls under the provisions of ibid code, as the electricity consumption has been made by the complainant, as established from record and observed in paras supra. We observe here that respondents are to adhere to the timelines for change of name and installation of new meters etc., to avoid such complaints in future and take required steps to resolve the grievance of the consumer expeditiously. The respondents are a service provider and it is incumbent upon the respondent board to ensure timely delivery of services and expeditious disposal of the consumers' issues, especially in respect of change of name and installation of new meters etc.

- 14.** In view of the observations made here-in-above, the present complaint is found to be devoid of substance/merits and dismissed accordingly. The parties are left to bear their own costs. Announced before the parties present at Kasumpti, (Shimla) on 18.04.2022.
- 15.** The Case File be consigned to record room after due completion. A copy of the order be kept in safe custody of folder of orders. The certified copy of these orders be supplied to both the parties.

Dated:-18.04.2022

Place:- Shimla

Sd/-
(K.S. Dhaulta)
Member

Sd/-
(Vikas Gupta)
Member

Notice

CONSUMERS GRIEVANCES REDRESSAL FORUM AT KASUMPTI SHIMLA-171009.

No.CGRF/Complaint No. 1211/3/12/020 **Registered**
Dated:-

Sh. D.R Chandel,
Block No. 44, Set No.834,
Type-IV, New Shimla (HP)

Complainant

V/s.

HPSEBL & Others.

Respondents

Complaint No. 1211/3/21/020

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3. Assistant Executive Engineer,
Electrical Sub-Division HPSEBL,
Khalini, Shimla-2. (HP).

Respondents

The Certified copy of final order dated 18.04.2022, passed by the Hon'ble Forum in the aforesaid complaint is enclosed herewith for further necessary action at your end please.

DA:-As above.

Secretary,
Consumers Grievances Redressal Forum,
HPSEBL, Kasumpti Shimla-9.