



OFFICE
Consumer Grievance Redressal Forum
4/65 Indralok Hvdel Colony
Krishna Nagar, Kanpur Rd, Lucknow.
Contact No. 0522-4022784
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Present:

Case No. 69/2021

- 1- Mr. J.M. Abbasi, Chairman as incharge
 2- Mr. R.D. Yadav, Technical Member

Indus Tower Limited
 6th Floor, BBD Viraj Towers,
 Vibhuti Khand, Gomti Nagar,
 Lucknow.

VERSUS

Executive Engineer
 Electricity Distribution Division-I,
 Unnao & 4 others.

JUDGMENT

1. The present complaint has been filed against the Executive Engineer, EDD-I, Unnao and others with the request to direct the OP to revise the electricity bill as per the provisions of the U.P. Electricity Supply Code, 2005 after making due reconciliation, to quash the RC issued against the complainant and to direct the OP to allow the complainant to operate and run the site. Further, to waive off the previous arrears as per section 56 (2) of the Electricity Act, 2003.
2. The brief facts of the case are that the complainant, M/s Indus Towers Limited is a company, which has been duly granted registration by the Department of Telecommunications (DoT), Ministry of Telecommunications and Information Technology. The complainant is duly recognized as an Infrastructure Provider Category No. IP-1. Under the authority granted by the DoT as aforesaid, the complainant company is entitled to establish and install telecommunication infrastructure for cellular operators who are deemed to be licensees under Section 4 of the Indian Telegraph Act, 1885. The applicant company, to provide telecommunication infrastructure in Unnao, U.P. as requested by the telecom operators, set up its cellular mobile tower at Unnao, U.P. after making a huge amount of capital investment and also obtained an electricity connection (Account No: 0814266000) from the Opposite Parties and got an electricity meter installed at the said site. ✓ ✗



3. After some time the meter was not functioning properly thus the complainant tried to get the issue corrected but in vain. Eventually, the electricity connection to the said site was disconnected by the Opposite Party in 2016 and the said site had been running on Generator since then. Shockingly, the complainant received a bill on 25th May 2021 having bill No : 081421604281 depicting arrears of INR 28,42,331/- and LPS of INR 23,534/- and total outstanding liability of INR 31,19,245/- even though the said site has been running on diesel generator since the last 4 years and no bill was received by the complainant herein since the last 4 years. The complainant did not use even a single unit of electricity in the last 4 years which is evident from the bare perusal of the previous consumption pattern as mentioned in the said bill. The meter reading for June 2016 and February 2020 is the same i.e. 307037 units which itself is sufficient to depict the falsity of the Opposite party's claims as no extra units were consumed thereby implying no electricity was used by the complainant.
4. Without paying heed to the complaints, the OP also issued RC against the complainant to recover Rs. 31,18,136/-. The said RC was issued despite the assurance given by the complainant in the form of an affidavit assuring payment of INR 10 lakhs and that the said matter is under consideration before the Hon'ble forum, so any perverse action taken by the OP against the Complainant would amount to miscarriage of fair procedure and due process of law.
5. Section 5.5 of the U.P. Electricity Supply code clearly states that a periodical inspection of the meters ought to be carried out by the Licensee but it was never conducted. If the OP would have carried out the inspection and had done their job properly as per the set rules, so much unnecessary harassment and trouble suffered by the complainant would have been avoided. As per clause 6.1 (d) and (e) of the Supply code, it is the duty of the OP to provide accurate bills to the consumers periodically which was violated in the present matter. The complainant claimed relief under section 56(2) of the Act 2003 and section 6.5 (b) (i) of the Supply Code 2005 and requested for a revised bill after adjusting the payments already made and waiving off the arrears, LPSC and other interests etc.
6. The notice was issued to the OP. Vide letter no. 6969 dated 07.04.2021, the OP has informed that complainant got a 10 KW LMV-2 category connection having



connection no. 0814266000. The complainant was served with a bill from 03/2008 to 02/2020 that is total of 143 months amounting to Rs. 27,68,744/-. After that outstanding bill for 10/2020 was on 'No Display' amounting to Rs. 3684782/-. The complainant has not paid the amount of a single bill since the connection has been released hence the connection was disconnected. At present, force PD of the said connection was done on dues of Rs. 4118106/- and notice under section 5 of the U.P. Government Electrical Undertakings (Dues Recovery) Act, 1958 was issued. The complainant then deposited two cheques of Rs. Five Lakhs (Rs. 5,00,000/-) each thus the amount of Rs. 31,18,106/- is payable by the complainant.

7. Heard the counsel for parties and perused the material available on the record.
8. It is mentioned reply filed by the OP that the bill from 03/2008 to 02/2020 that is for total of 143 months amounting to Rs. 27,68,744/- was given to the complainant and no bill was given before the said bill. This act of the department of issuing first bill after a lapse of almost twelve (12) years is not justified. In the present case there was no mistake or bonafide error in issuing the bill on the part of licensee. Infact no bill was given by the licensee to the complainant for a long period of twelve years which represents gross negligence of duty on the part of the licensee.
9. The complainant has deposited Rs. Ten Lakhs (Rs. 10,00,000/-) under protest and the counsel for the complainant has relied upon the provisions of Section 56 (2) of the Electricity Act, 2003. The period of limitation under section 56 (2) is of two years. Hence, the forum is of the view that the licensee is only entitled to receive payment for last two years from the date on which the bill has been issued. Payment before the period of two (2) years is barred and the licensee cannot charge it as per section 56 (2) of the Electricity Act, 2003. Further, as the bill of the complainant was not served in accordance with the provisions of the Supply Code, 2005 and the Electricity Act, 2003, the licensee is not entitled to impose any surcharge on the revised bill. The bill shall be prepared for only two years from the date on the the bill was issued for the first time after lapse of twelve (12) years after giving the benefit of section 56 (2) of the Electricity Act, 2003 to the complainant. Hence, the impugned bill and RC issued on the basis of the impugned dues is likely to be set aside. The licensee shall not disconnect the



connection of the complainant based on the alleged dues however the licensee may take recourse to other remedies available under the applicable law.

10. Judgment accordingly.

ORDER

The complaint is disposed of accordingly.

The impugned bill and RC issued against the complainant is hereby set aside. The OP is hereby directed to prepare a revised bill accordingly after giving benefit to the complainant under section 56 (2) of the Electricity Act, 2003 adjusting the payments already made by the complainant. Further, no surcharge shall be imposed on the said revised bill.

A copy of the order is to be forwarded to Managing Director, MVVNL, 4A Gokhle Marg, Lucknow for information and necessary action.

The Judgment was pronounced and signed on dated 15.09.2022 in open Court.

Let the record be consigned.

[Signature]
15/9/22
(R.D. Yadav)

Technical Member
सदस्य तकनीकी

विद्युत उपभोक्ता व्यथा निवारण फोरम
लखनऊ

[Signature]

(J.M. Abbasi)

Chairman as Incharge

