

**CONSUMER GRIEVANCE REDRESSAL FORUM – URBAN LEVEL
NOIDA POWER COMPANY LIMITED
GREATER NOIDA**

IN THE MATTER OF:

Complaint No. 23/UF/2025

Ankish Kumar

...Complainant

Versus

AOA, Hawelia Valencia Homes & Anr.

...Opposite Parties

Quorum:

1. SHRI JITENDRA KUMAR DHAMAT, CHAIRMAN
2. SMT. VEENITA MARATHIA, INDEPENDENT MEMBER
3. SHRI MULENDRA KUMAR SHARMA, FIRST NOMINATED MEMBER
4. SHRI SATYA PRAKASH SHARMA, SECOND NOMINATED MEMBER



Appearance:

1. Shri Ankish Kumar, Complainant
2. Shri Vinay Singh, President, AOA, Hawelia Valencia Homes
3. Shri Kapil Dev Sharma, Senior Manager (Legal) on behalf of Noida Power Company Limited
4. Shri Piyush Sharma, on behalf of the Builder, Hawelia Valencia Homes

Order

Date of Hearing: 28.11.2025

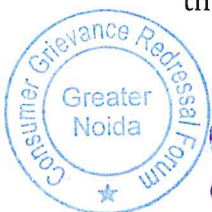
Date of Order: 12.12.2025

Order Pronounced By: Smt. Veenita Marathia (Independent Member)

1. The instant complaint is filed by Mr. Ankish Kumar (hereinafter referred to as “**the Complainant**”), a resident of Flat No. E-1001, Hawelia Valencia Homes situated at Plot No. GH-07B, Sector 1, Bisrakh, Greater Noida West, Uttar Pradesh (hereinafter referred to as “**the Society/Premises**”), under the UPERC (Consumer Grievance Redressal Forum and Electricity Ombudsman) Regulations, 2022 (hereinafter referred to as “**Regulations, 2022**”). The Complaint is filed against Mr. Vinay Singh, President of the AOA (hereinafter referred to as “**the Opposite Party No.1/AOA**”) and Noida Power Company Limited (hereinafter referred to as “**the Opposite Party No.2**”), on behalf of the Complainant’s parents, the registered owners of the flat.

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2. The Complainant alleges that that M/s Valencia Homes (hereinafter referred as “**the Builder**”) and M/s Valencia Facility Services LLP (hereinafter referred as “**the Maintenance Agency**”) were the authorised entities managing maintenance and electricity distribution until the alleged illegal takeover by Opposite Party No.1 on 07.07.2024. He claims his electricity meter has been held hostage by the Opposite Party No.1, who is refusing recharges unless unrelated CAM, water, club charges, etc. are paid. He further submits that despite paying ₹9,190.10 towards fixed charges from July, 2024 to August, 2025, his Urjavi App access was deactivated, violating Forum precedents that electricity meters may only be used for electricity-related charges.
3. The Complainant additionally submits that the Builder and the Maintenance Agency had instructed residents to pay all dues prior to 06.07.2024 only to them, yet the Opposite Party No.1 is demanding pre-takeover charges, including a negative balance of ₹22,331.99. He also alleges lack of transparency in collections made by Opposite Party No.1 and seeks relief in the form of restoration of electricity supply and a bar on all pre-07.07.2024 claims along with financial remedies, criminal accountability, time-bound compliance, etc.
4. The Opposite Party No.1 contends that it is a duly registered association under the Society Registration Act and operates in accordance with the UP Apartment Act, 2010. It submits that the Complainant has outstanding dues towards both electricity and maintenance charges. In addition to the arrears of Maintenance charges, the Complianant has ₹24,000 outstanding dues as electricity charges pending from the Builder’s period and ₹9,000 outstanding since July, 2024. It denies disconnecting electricity supply and states that the Complainant’s meter access issues arose due to pending dues.
5. The Opposite Party No.1 further states that it attempted a settlement in good faith, but the Complainant refused and instead issued threats of escalation. The Opposite Party No.1 also submits that the recovery of dues, including electricity and maintenance charges, is already pending before a court, making the matter outside the jurisdiction of the Forum.



6. The Opposite Party No.2 filed an application challenging the maintainability of the complaint, stating that proceedings relating to the same subject matter are already pending before a court, which attracts the provisions of the Regulations, 2022. It initially stated that the matter was pending before the High Court, but during the hearing admitted this was an inadvertent error.
7. The Opposite Party No. 2 in its Application has mentioned that as per the Regulations, 2022 this Forum cannot entertain a complaint if the same subject matter is already pending before any competent court, authority or forum, or if a final order, decree or award has already been passed on it. In light of the same, the Opposite Party No. 2 has sought that the Complaint be dismissed.

Forum's Analysis and Findings:

The Forum observes that the non-appearance of the Builder in the present proceedings has materially delayed the adjudication of the matter. Since the disputed dues arose during the Builder's period, and determining their nature and correctness required the Builder's inputs, its absence prevented the Forum from conclusively assessing the Complainant's liability, if any, regarding the disputed amounts. The Forum had also advised the Complainant to amend and confine his Complaint strictly to electricity-related grievances; however, no such amended application was filed. Consequently, in the absence of an amended Complaint, the Forum has evaluated the Complainant's case only to the extent that it relates to electricity-specific issues.

During the course of the hearings, the Forum advised the Complainant and the Opposite Party No. 1 to explore the possibility of an amicable settlement. Pursuant to this suggestion, the Opposite Party No. 1 proposed that it is willing to restore the Complainant's electricity recharge access; however, since the dispute relating to electricity and maintenance charges pertains to the Builder's period, the Urjavi App would continue to reflect the disputed amount as 'negative balance', which, according to Opposite Party No. 1, is a system-generated reflection beyond its control. The Complainant, however, did not agree to such conditional restoration and insisted upon a complete reset/restoration of the Urjavi App without any reflection of the disputed dues.



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Since both the Opposite Party No.1 and the Opposite Party No.2 submitted that a court case is pending on the same subject matter, the Complainant submitted a copy of Recovery Suit No. 1176 of 2023 pending before the Delhi Civil Court, and this Forum examined and attempted to distinguish the subject matter of both proceedings. Upon perusal of the said Recovery Suit, this Forum observes that the suit subsumes the claim for recovery of electricity charges as well as maintenance charges in respect of the same premises, i.e., Flat No. E-1001, Hawelia Valencia Homes. The following are the relevant excerpts from the Recovery Suit No. 1176 of 2023:

“ 3. That the defendant has entered into a maintenace agreement dated 01/07/2018, and as per the agreement, the defendant had paid only some part of the agreed maintenance and did not choose to pay other charges such as club usage charges, water usage charges, Electricity & Power Back-Up/ DG charges.....”

5. The total dues of the defendant are mentioned as under:-

.....

(d) Electricity Usage/ Power Back-Up DG Usage/ Fixed Charges – Rs. 17140/-

.....”

While the Complainant argued that the “context” of the two proceedings must be examined even when parallel proceedings exist, the Forum finds that in the present case the subject matter and the nature of the disputed charges in the Civil Suit and before this Forum substantially overlap. **Accordingly, from the above it can be derived that the proceedings before the Civil Court and the present Complaint relate to the same dispute.**

In light of Regulation 3.10(b) of the Regulations, 2022, which bars this Forum from entertaining a complaint where the same subject matter is pending before any competent court, and considering that Recovery Suit No. 1176 of 2023 relating to the same electricity and maintenance charges is already under adjudication before the Delhi Civil Court, this Forum is constrained to hold that the present Complaint is not maintainable. Until the disputed amount and the manner of its recovery is adjudicated and settled by the Civil Court, this Forum cannot entertain or grant the reliefs sought by the Complainant. However, it is open to the parties to amicably resolved the matter as was proposed by the Opposite Party No.1.



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All the pending applications are dismissed.

No order as to the cost. Both the parties should be informed accordingly.

Proceedings closed.

**Jitender Kumar Dhamat
(Chairman)**

**Veenita Marathia
(Independent Member)**

**Satya Prakash Sharma
(Second Nominated Member)**

**Mulendra Kumar Sharma
(First Nominated Member)**

Date: 12/12/2025
Place: Greater Noida

