

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

**OLD COMPLAINT NO. 80-C/2022
NEW COMPLAINT NO. UF/10/2023**

Darpan Raheja

...Complainant

Versus

- 1. Paramount Propbuild Pvt. Ltd.**
- 2. Premium Facility Management Pvt. Ltd.**
- 3. M/s Noida Power Company Ltd.**

...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 Darpan Raheja, Complainant
2. Opposite Party No.1 & 2 – None Present
3. Shri Kapil Dev Sharma, Senior Manager (Legal) on behalf of Noida Power Company Limited

Order:

Date of Hearing: 12.04.2024

Date of Order: 03.05.2024

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

1. The instant complaint was filed by Shri Darpan Raheja, resident of Paramount Golfforeste Society, Plot No. BGH – A, Site – C, Surajpur, Greater Noida, (hereinafter referred to as “the Complainant”) under the UPERC (Consumer Grievance Redressal Forum and Electricity Ombudsman) Regulations, 2007. Subsequently, following the incorporation

of new CGRFs, the matter was transferred to this forum (CGRF – Urban Level) under the new UPERC (Consumer Grievance Redressal Forum) Regulations, 2022 (“**Regulations, 2022**”).

2. The Complainant has filed the present Complaint against M/s Paramount Propbuild Pvt. Limited (hereinafter referred to as the “**Opposite Party No.1**”) and Premium Facility Management Pvt. Ltd. (hereinafter referred as the “**Opposite Party No.2**”) along with Noida Power Company Limited (hereinafter referred as the “**Opposite Party No.3**”)
3. The Complainant by way of this complaint alleges that the Complainant along with all the residents of the society received a notice circulated via the MyGate App that Common Area Maintenance Charges (“**CAM Charges**”) would be deducted from the resident’s regular electricity meter. Pursuant to such notice, the residents made an Application to the Opposite Party No. 1 highlighting the letters issued by the Opposite Party No. 3 regarding specific guidelines with respect to electricity supply and billing to the end consumers.
4. The Complainant further alleges that the Opposite Parties No. 1 and 2 have been deducting CAM Charges from the electricity prepaid meter since February, 2021 and also the unit rate of grid is being charged exorbitantly high.
5. In the view of the above, the Complainant prayed the following:

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A. *That apart from electricity charges, any other charges like Common Area Maintenance Charges, Water Charges or any other related charges, should not be deducted from the Pre-paid Electricity Meter*

B. That the unit rate of Grid charges should also be deducted as per the prescribed rates;

C. Pass any other such order, as this Hon'ble Court may deem fit and proper in the interests of justice.

.....”

6. The Opposite Party No. 2 filed its Reply on 21.12.2023. The Opposite Party No. 2 alleges that the Complainant is a defaulter and has not been paying the maintenance charges timely. The Opposite Party No. 2 also pointed out that as per the prevailing laws and the terms of maintenance agreement, the Complainant is obligated to pay the electricity as well as maintenance charges in a timely manner.
7. The Opposite Party No. 2 submitted that the notice circulated by the Opposite Parties was with regards to the commencement of 'software prepaid system' and not an announcement that CAM charges will be deducted from the resident's regular electricity meter.
8. The Opposite Party No. 2 further submitted that the residents never made an application to the Opposite Party No. 1 and neither did they inform the opposite parties about the letter issued by the Opposite Party No. 3 regarding specific guidelines with respect to electricity supply and billing to the end consumers. The Opposite Party No. 2 further added that the CAM charges have not been deducted from the electricity pre-paid meter, however, through a software system both electricity charges and maintenance charges are calculated and accordingly debited under different heads.

9. Thereafter, the Opposite Party No. 3 filed its Reply on 21.03.2024. The Opposite No. 3 submitted that to curb the constant abuse meted out by the builders, Hon'ble State Commission issues various guidelines for "Electricity Supply and Billing to the End Consumers" under its Tariff orders which are intimated by Opposite Party No. 3 to the Single Point Bulk Load Consumers from time to time. Subsequently, these guidelines are compliance necessities which are to be duly abided by the Builder/Society and is rendered liable in case of non-compliance of the same.
10. The Opposite Party No. 3 submitted that it communicates the Hon'ble State Commission's above guidelines "*Guidelines for Electricity Supply & Billing to End Consumers*" after every Tariff order issued by the Hon'ble State Commission. In the instant matter also, the Opposite Party No. 3 has sent several letters from time to time to Opposite Party No.1 regarding Guidelines for Electricity Supply & Billing to End Consumers as issued by the Hon'ble State Commission.
11. The Opposite Party No. 3 contended that apart from electricity charges, no other charges including but not limited to Common Area Maintenance Charges, Water Charges, Club Charges etc. (CAM Charges) shall be deducted from the Pre-Paid Meters primarily installed for measuring supply of electricity and the Opposite Party No.1 is well aware of all the rules and guidelines issued by the Hon'ble State Commission from time to time as intimated by the Opposite Party No. 3.
12. The Opposite Party No. 3 submitted that the Opposite Party No.1 cannot disconnect the supply of electricity of the end consumers on the pretext of

defaults in payments related to other charges except for the electricity dues regarding the electricity consumed by consumers and electricity charges for lift, water lifting pumps, street lights if any, corridor/campus lighting and other common facilities.

The Opposite Party No.1 is bound to adhere to the Tariff Orders passed by the Hon'ble State Commission from time to time read with Supply Code, 2005. The Opposite Party No. 3 has sent various letters to Opposite Party No. 1 informing them regarding the guidelines issued by the Hon'ble State Commission from time to time.

13. The Opposite Party No. 3 has also mentioned in its reply that the Hon'ble State Commission has amended the Clause 4.9 of the Supply Code, 2005 vide 13th Amendment in the U.P. Supply Code, 2005 and has mandated that the single point electricity connections be converted to Multipoint electricity connection so that the billing is transparent and the consumers are charged only for their electricity dues regarding the electricity consumed by consumers in accordance with Tariff Orders approved by the State Commission from time to time.
14. The Complainant filed Rejoinder to the Reply of the Opposite Party No. 3 on 22.03.2024. The Complainant again reiterated that the electricity supply should not be disconnected on the pretext of defaults in payment of any other charges except for electricity charges.
15. The Forum after hearing the parties at length and perusal of documents on record, concludes the following:



With regards to prayer A, i.e., *apart from electricity charges, any other charges like Common Area Maintenance Charges, Water Charges or any other related charges, should not be deducted from the Pre-paid Electricity Meter*

The Hon'ble State Commission from time to time issues Tariff Order wherein it stipulates the following:

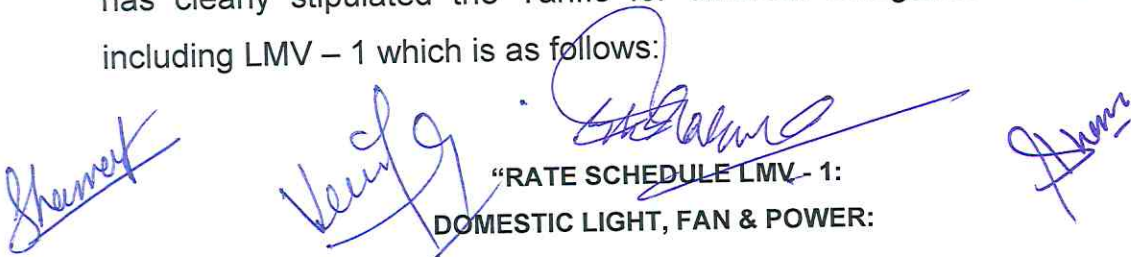
"The deemed franchisee shall not disconnect the supply of electricity of its consumers on the pretext of defaults in payments related to other charges except for the electricity dues regarding the electricity consumed by its consumers and electricity charges for lift, water lifting pump, streetlight if any, corridor / campus lighting and other common facilities".

It is noted that the Opposite Party No. 3 has periodically issued letters to the Opposite Party No. 1 outlining Guidelines for Electricity Supply & Billing to End Consumers.

Therefore, in light of the above, the Opposite Parties No. 1 and 2 are directed not to disconnect the supply of electricity on the pretext of defaults in payments of any other charges except for the electricity dues.

With regards to prayer B, i.e., *the unit rate of Grid charges should also be deducted as per the prescribed rates*

The Hon'ble Commission in its Rate Schedule under the Tariff Order issued has clearly stipulated the Tariffs for different categories of Consumers including LMV – 1 which is as follows:

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**"RATE SCHEDULE LMV- 1:
DOMESTIC LIGHT, FAN & POWER:**

3. **Rate:** Rate, gives the fixed and energy charges at which the consumer shall be billed during the billing period applicable to the category:

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(b) Supply at Single Point for bulk loads (50 kW and above, Supplied at any Voltage):

Description	Fixed Charge	Energy Charge
For Townships, Registered Societies, Residential Colonies, multi-storied residential complexes (including lifts, water pumps and common lighting within the premises) with loads 50 kW and above with the restriction that at least 70% of the total contracted load is meant exclusively for the domestic light, fan and power purposes and for Military Engineer Service (MES) for Defence Establishments (Mixed load without any load restriction).	Rs. 110.00 / kW / Month	Rs. 7.00 / kWhs

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It is imperative to highlight that the tariff levied on end consumers must not surpass the rates approved by the Hon'ble State Commission. Therefore, Opposite Party No. 1 & Opposite Party No. 2 are mandated to adhere strictly to the Tariff Order issued periodically by the Hon'ble State Commission, while also considering Clause 4.46 of the U.P. Electricity Supply Code, 2005. The Opposite Party No. 1 & 2 are hereby instructed to furnish a compliance report, duly sworn on affidavit, confirming that they are billing to the residents in accordance with the prevailing Tariff Order established by the Hon'ble State Commission.

Although the residents of the society have opted to retain the Single Point Connection, however, in case the Builder (the Opposite Party No. 1 & 2) does not resolve the grievances, the Complainant and other residents or the Association of Apartment Owners (AAO) can apply for conversions of the single point electricity connection to multi point electricity connection as

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per the provisions and fulfilment of required formalities of the 13th Amendment to the UP Electricity Supply Code, 2005 and subsequent orders passed in the said matter.

Therefore, in the light of the above observations, the prayers are allowed.

The Application is disposed of as above.

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

**Jitender Kumar Dhamat
(Chairman)**

**Veenita Marathia
(Independent Member)**

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

03/05/24

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

Date: 3rd May 2024
Place: Greater Noida