

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

IN THE MATTER OF:

Old Complaint No. 73-C/2021

New Complaint No. UF/05/2023

Gaur city 6TH avenue Social Welfare Association

...Complainant

Versus

1. M/s Gaursons HI-tech Infrastructure Pvt. Ltd.

2. M/s IP Estates Pvt. Ltd.

3. Noida Power Company Ltd.

...Opposite Parties

Quorum:

1. SHRI JITENDRA KUMAR DHAMAT, CHAIRMAN, CGRF

2. SMT. VEENITA MARATHIA, INDEPENDENT MEMBER, CGRF

3. SHRI MULENDRA KUMAR SHARMA, FIRST NOMINATED MEMBER, CGRF

4. SHRI SATYA PRAKASH SHARMA, SECOND NOMINATED MEMBER, CGRF

Appearance:

1. Shri Brij Mohan Bali and Shri Ranjeet Singh, Complainant

2. Counsel for Opposite Party No. 1 & 2

3. Shri Kapil Dev Sharma, Senior Manager (Legal) on behalf of Noida Power Company Limited

Order:

Date of Hearing: 31.01.2025

Date of Order: 28th March 2025

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



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1. The instant complaint was filed by Shri Brij Mohan Bali, President, Gaur City 6th Avenue, Social Welfare Association regd No: 01435/2020-2021 dated 11/11/2020 (hereinafter referred to as “**the Complainant/ SWA**”) situated at B-1415, POCKET GC-06, Gaur City, Plot No. GH01, Sector 4, PS- Bisrakh, Greater Noida West, Gautam Buddh Nagar, U.P. (hereinafter referred to as “**the Premises**”) 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 the M/s Gaursons Hi-tech Infrastructure Pvt. Ltd. (hereinafter referred to as the “**Opposite Party No.1**”) and M/s IP Estates 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. As per the Complainant, the residential society has 1,118 flats, with the first occupancy in Pocket GC-06, Gaur City, dating back to 2015. Flat owners paid a one-time lump-sum amount for the electrical infrastructure of Pocket GC-06 and Gaur City Township. In the monthly billing, 85% of the monthly Common Area Maintenance (CAM) charges allocated to Pocket GC-06’s common area maintenance, while 15% goes to Gaur City Township. These charges also cover electricity expenses for the Pocket GC-06 and Township's common areas, paid by the flat owners.
4. The Complainant stated that due to the absence of a separate electricity connection and feeder for common areas in Pocket GC-06 and Gaur City Township, residents using prepaid meters were unaware of actual consumption and suspected its use for commercial or construction activities. The electricity charges, back up DG Charges and CAM charges are deducted from the prepaid meters of all the residents.



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5. The Complainant stated that consumers with prepaid meters are entitled to a 2% discount as per the tariff order, with an additional 1% rebate for payments made before the due date. No transaction charges apply to payments made via internet banking. The Complainant further stated that Opposite Party No. 1 may levy up to 5% additional charges on the specified rate to cover expenses related to electricity supply, distribution losses, and other costs.
6. The Complainant also referred to the rate schedule of UPPCL vide Notification No. 280/H.C./UPPCLV-1974-1204-C/2019 dated 07.09.2019 wherein he mentioned about the different discount rates to which the flat owners/residents are entitled, rebates on transaction charges, rate schedule and other compliances which shall be followed by the Opposite Party No. 1. The Complainant has submitted that the Opposite Party No. 1 has not been following the guidelines as provided in the aforementioned notification dated 07.09.2019.
7. The Complainant stated that the Opposite Party No. 1 must provide consumers and the Licensee with half-yearly details of amounts collected and paid to the Opposite Party No. 3. It must also have its accounts audited by a Chartered Accountant and separately meter electricity from backup sources like DG sets. Additionally, it cannot disconnect electricity supply on non-payment of charges unrelated to electricity consumption, except for dues on lifts, water pumps, and similar utilities.
8. The Complainant stated that Gaur City has seven single-point electricity connections but is unaware of the number of such connections for commercial blocks and facilities. They also do not know the source of power supplied to the Milk Booth and construction activities in the GC-06 residential pocket.

9. **The Complainant in the present Complaint has prayed for the following reliefs:**

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1. Total Fixed Charges paid to opposite Party No.3 to be distributed to individual consumer/resident on pro-rata basis, based on their individual Sanctioned Load by the Opposite Party No. 1.
2. Each consumer/resident to be allowed 2% on the tariff 'RATE' for payment through pre-paid meter system by the Opposite Party No. 1.
3. 1% rebate received from opposite party no. 3 in monthly bills to be passed on to consumers/ residents on pro rata basis by the Opposite Party No. 1.
4. Opposite Party No. 1 not to charge transaction charges for charging prepaid meters more than that specified in Tariff Schedule.
5. The Vending charges should not be levied to consumers/ residents by the Opposite Party No. 1.
6. All excess charges recovered from consumers/residents so far (points 1-5 above), to be refunded, to consumers/residents, with interest consumers/residents by the Opposite Party No. 1. Hon'ble CRGF has granted simple interest @ 6% p.a. as in case of Case no. 50C/2019.
7. The prepaid electricity meter to be decoupled for CAM charges, DG Charges and other charges by the Opposite Party No. 1. Only electricity charges to be deducted from the prepaid electricity meter.
8. Electricity supply of residents should not be disconnected by the Opposite Party No. 1 for default in payment of charges other charge than electricity charges.
9. Electricity consumption of common area and facilities of the Gaur City Township to be monitored separately by the Opposite Party No. 1. separate account maintained and copy of audited account to be furnished to each consumer/resident
10. Electricity consumption of common area and facilities of the pocket POCKET GC-06, Gaur City to be monitored through a separate exclusive feeder having dedicated energy meter by the Opposite



Party No 1, account maintained and copy of audited account to be furnished to each consumer/resident

11. *Detailed computation of the details of the amounts realized from all the individual consumers of POCKET GC-06 and the amount paid to the Opposite Party No. 3 for every billing cycle to be provided to each consumer/resident on half yearly basis by the Opposite Party No. 1.*
12. *Copy of the audited accounts of POCKET GC-06 for each financial year to be provided to all consumers/residents by the Opposite Party No. 1.*
13. *Detail of all single connections provided in Gaur City, Plot No. GH 01 to be furnished by Opposite Party No. 3.*
14. *Detailed Load Calculation of POCKET GC-06 as per UPERC Norms including loads for the Common Service viz Common Area Lighting, Tower Lifts, Water Pumps, Fire Pumps, STP, WTP, Club, Commercial establishments (if any) etc. to be furnished by Opposite Party No. 1.*
15. *List of Owners/Allottees of POCKET GC-06 along with details containing the Name, Flat/ Plot No., Contact No., Status of Electricity connection, Sanctioned / Allotted Load (kW), existing Meter No., Make, Type of Meter to be furnished to all residents/ consumers by the Opposite Party No. 1.*
16. *Layout Plan of POCKET GC-06 (duly approved by GNIDA/UPSIDC etc.), clearly indicating there in the location of the Substation, Transformer(s), LT Panels, Feeder Pillars, Metering Panels etc. to be furnished to every resident/consumer by Opposite Party No. 1*
17. *Single Line Diagram and HT & LT Cable layout of POCKET GC-06 to be furnished by Opposite Party No. 1.*
18. *Judgment to this complaint may be equally applicable to all residential pockets GC1, GC2, GC3, GC4, GC5, GC-06/II, GC-07 of Gaur City Township as Opposite Party No. 3 is for all these residential pockets.*



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19. *The correct address to be considered by Party No-3 for issuing bill to the Party No-1 should be POCKET GC-06, Gaur City, Plot No. GH01, Sector 4, PS Bisrakh, Greater Noida West, Gautam Budh Nagar (UP).*
10. The Opposite Party No. 1 filed its Reply dated 25.05.2022 wherein it is submitted that the complaint has not been signed, verified and instituted by duly authorised and competent person. Mr. Brij Mohan Bali purportedly in the capacity of President of GC-06, Avenue, Social Welfare Association (**SWA**) without any board resolution/authority letter has verified and signed the Complaint. Moreover, the Premises GC – 06 has not formed any legally recognizable Apartment Owner's Association (**AOA**).
11. The Opposite Party No. 1 has stated that the Complainant has been requested many times to form an AOA and take handover of the premises to form and manage affairs qua electricity distribution, supply and maintenance, however the same has not been formed.
12. The Opposite Party No. 1 is a registered consumer of the Opposite Party No. 3 having a single- point connection in the name of "M/s Gaursons Hi-Tech Infrastructure Pvt. Ltd." having consumer number 20000106405 with a contractual load of 1250 kW. The Opposite Party No. 1 has appointed Opposite Party No. 2 as a maintenance agency which is responsible for the maintenance of supply of electricity on behalf of the Opposite Party No. 1, thus, the Opposite Party No. 1 has no control over the same. The Opposite Party No. 1 has further submitted that the Opposite Party No. 2 is a separate legal entity and Opposite Party No. 1 does not have any shareholding in the same, and hence the affairs of the Opposite Party No. 2 qua the management of supply and distribution of electricity in the Premises is solely at the discretion of the management of the Opposite Party No. 2.
13. The Opposite Party No. 2, in its Reply dated 25.05.2022, submitted that it is a maintenance agency engaged by Opposite Party No. 1 for managing maintenance and electricity supply at GC-06. It further stated that it collects electricity charges on behalf of Opposite Party No. 1 and remits them to Opposite



Party No. 3 without any profit, in compliance with the U.P. Electricity Supply Code, 2005 (**Supply Code, 2005**).

14. The Opposite Party No. 2 further submitted that it has been charging electricity charges under two different heads comprising of (1) **Fixed Charges and Common Area Electricity (CAE) charges** and (2) **Variable charges**, wherein the CAE charges in pursuant to the consumption by residents of the premises towards electricity used in corridor, staircase, lifts, pump-rooms and other common area facilities, etc. and fixed charges paid to the Opposite Party No. 3 are paid from the first head whereas the variable consumption charges are paid from the second head.
15. The Opposite Party No. 2 questioned the sanctity of the SWA through which this instant complaint was filed stating that it had no legal backing as it was not filed by a legally recognisable Apartment Owner's Association. The Opposite Party No.2 further submitted that it requested the residents to form a legally recognisable AOA a number of times and take the handover of the premises and manage its own affairs qua electricity distribution, supply and maintenance, etc, instead the residents have deliberately not formed the AOA and abstained from taking the management in its own hand.
16. The Opposite Party No. 2 referred to the table mentioned in its reply which comprised of electricity charges collected and the details of payment made to the Opposite Party No. 3 which depicted loss suffered by the Opposite Party No. 2. The Opposite Party No. 2 submitted that the negative figure indicated that the Opposite Party No. 2 is not deriving any profit as mandated in the relevant Tariff Orders and relevant provisions of the Supply Code, 2005.
17. The Opposite Party No. 2 submitted that it has never disconnected the electricity on the pretext of default in payments made by the residents of GC- 06 related to other charges except for the dues pertaining to electricity consumed by residents and electricity charges for lift, water lifting pump, streetlight, corridor lightings as well as electricity charges for other common facilities as prescribed in the relevant Tariff Orders.



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18. The Opposite Party No. 2 contended that the alleged rebates claimed on tariff payments are erroneously sought by the Complainant as the Tariff Orders clearly prescribe that such rebates if any are for the registered consumer and only the registered consumer is eligible to avail the same by making timely payment of electricity bill to the Opposite Party No. 3, however, the residents defaulted in making timely payments hence the recovery was not on time and it is only the registered consumer who takes the onus of making timely payments to the Opposite Party No. 3. The Opposite Party No. 2 further highlighted that the tariff orders prima facie do not specify if any rebates are to be carried forward to the individual residents of any society.
19. The Opposite Party No. 3 filed its reply dated 07.02.2022, stating that the Opposite Party No. 1 is its registered consumer with a single-point connection under Consumer No. 2000106405, with a contractual load of 1250 KW. It clarified that Opposite Party No. 1 was not appointed as its franchisee but was designated as a deemed franchisee through Tariff Orders issued by the Hon'ble State Commission.
20. The Opposite Party No. 3 further submitted that the Hon'ble State Commission issues guidelines for "Electrical Supply and Billing to End Consumers" through its Tariff Orders, which are communicated to Single Point Bulk Load Consumers. It contended that these orders clearly mandate that no charges other than electricity charges—such as CAM Charges, Water Charges, or Club Charges—shall be deducted from prepaid meters meant for electricity consumption. It is further submitted by the Opposite Party No. 3 that the distribution licensees lack enforcement powers beyond disconnecting supply, which could ultimately harm end consumers.
21. The Opposite Party No. 3 stated that due to continuous flouting of rules and guidelines of the Hon'ble State Commission by Single-point consumers, the Hon'ble State Commission amended Clause 4.9 of the Supply Code, 2005, mandating the conversion of all Single-Point Connections to Multi-Point Connections. It further submitted that due to repeated violations of the Commission's guidelines by single-point consumers, including Opposite Party



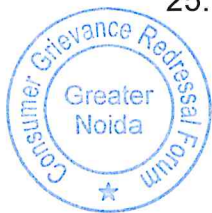
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- No. 1, it issued a notice with Ref. No. COMM/FY'19-20/GH/97, dated 11.12.2019 requesting details on sanctioned load, number of flats, occupancy, and fixed charges to enforce compliance.
22. The Opposite Party No. 3 refuted the Complainant's claim that only a single connection can be granted per plot, stating that the Opposite Party No. 1 was authorized to sub-divide and sub-lease Plot No. GH-01 (Gaur City 1) as per its lease deed dated 05.05.2010. Exercising this authority, Opposite Party No. 1 further subdivided GH-01 into multiple plots into GC-1, GC-2, etc., including GC-06, where the Complainant resides. It added that all societies were built as per an approved layout, received completion certificates from GNIDA, and were energized only after submitting the necessary documents.
23. On 05.04.2022, the Complainant filed a Rejoinder, stating that the President of the Social Welfare Association (SWA) of GC-06, now GC6/I, is an elected and registered body as per GNIDA's letter dated 16.11.2021, but the handover of common areas and facilities is not mentioned. In a Rejoinder on 27.06.2022, the Complainant requested an audit to verify if funds collected from residents and paid to Opposite Party No. 3 follow a No Profit No Loss basis. It also alleged that Opposite Party No. 1 is delaying AOA formation due to pending sub-lease deed corrections and instead attempting to establish an invalid AOA with a manipulated address.
24. The Complainant filed Rejoinder to the Reply of the Opposite Party No. 2 on 27.06.2022 wherein the Complainant has pointed out that there is not enough proof to establish that the Opposite Party No. 2 is operating on no profit no loss basis. It submitted that the electricity charges collected from the residents by the Opposite Party No. 2 are not submitted to the Opposite Party No. 3.
25. The Complainant vide application dated 20.07.2022 pointed out that this Forum vide Order dated 25.05.2022 directed to the Opposite Parties No. 1 and 2 that an amount of Rs. 370/- per flat per month which was increased as CAM Charges/Infra Charges, will not be charged from the residents. Despite the above direction, the Opposite Parties were still charging the same. This Forum vide Order dated 20.07.2022 once again directed that such charges, if need to be



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paid by the residents, the residents will make good the deficit, however the same is forbidden to be charged at this juncture.

26. On 02.11.2023 during the hearing the counsel for Opposite Party No. 1 & 2 informed this Forum that a new AOA has been formed and it is vital to implead it as a party in this matter and the same has been admitted by the Complainant. In this regard, this Forum vide Order dated 02.11.2023 observed that the newly formed AOA is a necessary party for the adjudication of this matter and issued notice. The Forum also directed the Complainant to provide all the necessary documents to the newly formed AOA.
27. The Complainant has submitted a calculation sheet for refund of Rs. ₹4,06,98,934/- towards excess fixed charges collected from the residents. On the objection of the Opposite Parties No. 1 and 2, the Complainant has filed CA Certified report in this regard.
28. On the application of Complainant this Forum vide order dated 27.09.2024 directed the Opposite Parties No. 1 & 2 to provide report on common area electricity. The Opposite Party No. 2 vide application dated 25.10.2024 submitted photocopies of record showing feeder name, readings, units, Multiplying Factor, etc. from April 2017 to March 2021. On the application of the Complainant, this Forum directed the Opposite Party No. 3 to provide the ledger from year 2016 to 2024 and same was filed.
29. On the oral direction, Nodal Officer who has been appointed by the Opposite Party No. 3 for converting single point electricity connection to multipoint electricity connection apprised all the parties regarding conversion process. This Forum also directed the Complainant and Nodal officer of the Opposite Party No. 3 to fix meeting and some WhatsApp messages were exchanged between them for the same, however, the Complainants have not shown any interest.

This Forum has heard at length all the parties in this matter and has passed the following directions:

With regard to Prayer 1:



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1. Total Fixed Charges paid to opposite Party No.3 to be distributed to individual consumer/resident on pro-rata basis, based on their individual Sanctioned Load by the Opposite Party No. 1

In this regard, this Forum has gone through all the submissions by the parties. The Hon'ble State Commission in the Supply Code, 2005 along with Tariff Orders issued has clearly specified that the Single-point bulk consumer should run on no-profit-no-loss basis. In order to make sure that happens, total Fixed Charges paid to Opposite Party No. 3 should be distributed to individual consumer/resident on pro-rata basis.

From the bare perusal of the submissions made by the Parties, it can be observed that the Complainant could not satisfy this Forum regarding the excess amount being charged. On one hand the Complainant shows that excess fixed charges are being charged from the Complainant and on the other hand, the Opposite Party No. 2 has submitted how it is in fact suffering losses. **However, in light of the provisions of the Tariff Orders issued by the Hon'ble Commission, this Forum is of the view that the total Fixed Charges paid to Opposite Party No. 3 should be distributed to end consumers on pro-rata basis.**

With regard to Prayer 2, 3 & 5:

2. Each consumer/resident to be allowed 2% on the tariff 'RATE' for payment through pre-paid meter system by the Opposite Party No. 1

3. 1% rebate received from opposite party no. 3 in monthly bills to be passed on to consumers/ residents on pro rata basis by the Opposite Party No. 1.

5. The Vending charges should not be levied to consumers/ residents by the Opposite Party No. 1

Prayer 2, 3 and 5 are similar in nature and are thus, being dealt together. Regarding these prayers, this Forum has gone through the relevant provisions provided in the Tariff Order which is provided hereunder:



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12. PRE-PAID METERS/ AUTOMATIC METER READING SYSTEM:

(i) Any consumer having prepaid meters shall also be entitled to a discount of 2.00 % on the 'RATE' as defined in the Tariff Order.

(ii) The token charges for code generation for prepaid meters shall be Rs. 10/- per token or as decided by the Commission from time to time.

15. REBATE ON PAYMENT ON OR BEFORE DUE DATE:

A rebate at the rate of 1.00 % on the 'RATE' shall be given in case the payment is made on or before the due date. However, a rebate at the rate of 5.00% on the 'RATE' shall be given to LMV-5 (Rural) (i.e., PTW Rural Category Agricultural Consumers) category of electricity consumers in case the payment is made on or before the due date. The consumers having any arrears in the bill shall not be entitled for this rebate. The consumers who have made advance deposit against their future monthly energy bills shall also be eligible for the above rebate applicable on the 'RATE'.

With regard to prayer no. 2, it is observed in light of the provisions as mentioned above, the 2% rebate on RATE is applicable on any consumer having prepaid meter. In the present matter, the Opposite Party No. 1 is the registered consumer of the Opposite Party No. 3 and the category of the consumer is post-paid not pre-paid. The residents of the Society are not the direct consumers of the Opposite Party No. 3 and thus, the provision is not applicable on the residents for claiming the rebate. However, in order to avail the benefit as mentioned in the provision, the residents are required for conversion of their single-point connection into multi-point connections. **Thus, keeping the same in mind, this prayer of the Complainant is denied.**

It can be seen from the provision above (provision 15) with regard to prayer no. 3 that the rebate can be claimed in case payment is made on or before due date. In case such rebate is being availed by the Opposite Party No. 1 by making timely payments to Opposite Party no. 3, then the rebate claimed in



monthly bills by the Complainant should be passed on to the residents of the Society. **In view of the same, the prayer is allowed.**

With regard to the vending charges, the token charges/vending charges are being collected at a higher rate, however, the provisions as mentioned above prescribe for Rs. 10/- to be collected per token. **Thus, in view of the same vending charges (token charges) should be charged as prescribed in the Tariff Orders.**

With regard to Prayer 4:

4. Opposite Party No. 1 not to charge transaction charges for charging prepaid meters more than that specified in Tariff Schedule.

This Forum has gone through the relevant provision provided in the Tariff Order which is provided hereunder:

17. FACILITATION CHARGE FOR ONLINE PAYMENT:

(i) No transaction charge shall be collected from the consumers making their payment through internet banking.

(ii) The Licensees shall bear the transaction charges for transactions up to Rs. 4,000 for payment of bill through internet using Credit Card/ Debit Card.

From the perusal of the above provision, it is clear that the **transaction charges shall not be collected from the consumers** making their payments through internet banking and transaction charges for transactions up to Rs. 4,000 for payment of bill through internet using Credit Card/ Debit Card shall be borne by Distribution Licensees. However, as it has already been clarified that the residents of the Society are not direct consumers of the Opposite Party No.3 and thus, they are not making any such payment to the Opposite party No. 3. The payments made by residents for recharging their pre-paid meters to the Opposite Party No. 1 shall be resolved amongst the Complainant and the Opposite Parties No. 1 & 2. In order to be a direct consumer and avail the



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benefit of the aforementioned provision of the Tariff Order, conversion to multi-point is a necessary requirement.

Thus, this prayer of the Complainant is not allowed in light of the provisions of the Tariff Orders issued by the Hon'ble State Commission.

With regard to Prayer 6:

6. All excess charges recovered from consumers/residents so far (points 1-5 above), to be refunded, to consumers/residents, with interest consumers/residents by the Opposite Party No. 1. Hon'ble CRGF has granted simple interest @ 6% p.a. as in case of Case no. 50C/2019.

The Forum is of the considered view that the parties, as already decided above in prayer no. 1, have not been able to establish if any excess amount has been charged from the residents or not. The Complainants have not filed any substantial evidence to corroborate their assertion. On one hand the Complainant shows that excess fixed charges are being charged from the Complainant and on the other hand, the Opposite Party No. 2 has submitted how it is in fact suffering losses. **Accordingly, no relief is granted on this ground.**

In any case, the Complainant has not specified in the complaint, any exact amount to be refunded as excess fixed charges. In fact, it was later on 03.05.2024, an application was filed by the Complainant seeking a refund of ₹4,06,98,934/- on account of excess fixed charges collected from the residents. **It is clarified that this Forum is vested with the pecuniary jurisdiction to adjudicate complaints where the disputed amount does not exceed ₹50 lakh. Since the claim in the present matter surpasses this threshold, this Forum lacks the jurisdiction to entertain the complaint.**

With regard to Prayer 7,8, 9 & 10:

7. The prepaid electricity meter to be decoupled for CAM charges, DG Charges and other charges by the Opposite Party No. 1. Only electricity charges to be deducted from the prepaid electricity meter.



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8. *Electricity supply of residents should not be disconnected by the Opposite Party No. 1 for default in payment of charges other charge than electricity charges.*

9. *Electricity consumption of common area and facilities of the Gaur City Township to be monitored separately by the Opposite Party No. 1. separate account maintained and copy of audited account to be furnished to each consumer/resident.*

10. *Electricity consumption of common area and facilities of the pocket POCKET GC-06, Gr City to be monitored through a separate exclusive feeder having dedicated energy meter by the Opposite Party No 1, account maintained and copy of audited account to be furnished to each consumer/resident.*

These prayers are similar in nature and are thus, dealt together.

The relevant provisions of the Tariff Orders are produced hereunder:

“The deemed franchisee should separately meter the electricity supplied from back up arrangements like DG sets etc. The bill of its consumers should clearly depict the units and rate of electricity supplied through back up arrangement and electricity supplied through Licensee.”

“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.”

This Forum firmly asserts that only electricity charges should be deducted from the prepaid electricity meter. Further, electricity supply should not be disconnected due to arrears in payments not related to electricity consumption.

This Forum is of view that only electricity charges should be deducted from the prepaid electricity meter and disconnection should solely be based on outstanding electricity bills incurred by the Complainants along with charges for lift, water lifting pump, streetlights (if applicable), corridor/campus lighting, and other common facilities.



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Further, this Forum is of the view that there is no requirement of a separate exclusive feeder having dedicated energy meter, however for the clarity and transparency in raising the electricity charges for the common area electricity consumption, i.e. lifts, water-pumps, corridor lightings etc., the same should be included under separate head in electricity bill.

In light of the above, this Forum allows the prayers of the Complainant.

With regard to Prayer 11 & 12:

11. Detailed computation of the details of the amounts realized from all the individual consumers of POCKET GC-06 and the amount paid to the Opposite Party No. 3 for every billing cycle to be provided to each consumer/resident on half yearly basis by the Opposite Party No. 1.

12. Copy of the audited accounts of POCKET GC-06 for each financial year to be provided to all consumers/residents by the Opposite Party No. 1.

These prayers are related to the audit of electricity account from Chartered Accountant in accordance with the Tariff Order. This Forum has gone through tariff order in this regard which is as under:

*"The deemed franchisee is required to provide to all its consumers and the Licensee, a copy of the detailed computation of the details of the amounts realized from all the individual consumers and the amount paid to the licensee for every billing cycle on half yearly basis. **If he fails to do so, then the consumers may approach the Consumer Grievance Redressal Forum (CGRF) having jurisdiction over their local area for the redressal of their grievances.**"*

*"The deemed franchisee shall arrange to get its account(s) audited by a Chartered Accountant mandatorily. The audited accounts will be made available to all the consumers of the deemed franchisee within 3 months of the closure of that financial year. **If he fails to do so, then the consumers may approach the Consumer Grievance Redressal Forum (CGRF) having jurisdiction over their local area for the redressal of their grievances.**"*

As can be seen from the aforementioned provisions, the tariff order mandates that the deemed franchisee/Opposite Party No. 1 must provide consumers and



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the licensee with a detailed computation of amounts realized from individual consumers and payments made to the licensee every billing cycle on a half-yearly basis. Additionally, the deemed franchisee is required to have its accounts audited by a Chartered Accountant and make the audited accounts available to all consumers within three months of the financial year's closure. Failure to comply with these provisions allow consumers to seek redressal from the Consumer Grievance Redressal Forum (CGRF) in their local jurisdiction. Therefore, adherence to these requirements is essential to ensure transparency and accountability. **In light of the above, this Forum directs the Opposite Party No. 1 to provide the details of audited account.**

With regard to Prayer 13 and 18:

13. Detail of all single connections provided in Gaur City, Plot No. GH 01 to be furnished by Opposite Party No. 3.

18. Judgment to this complaint may be equally applicable to all residential pockets GC1, GC2, GC3, GC4, GC5, GC-06/II, GC-07 of Gaur City Township as Opposite Party No. 3 is for all these residential pockets.

In considering the matter at hand, it is evident that the information sought is not relevant to the core issue of the case. The request fails to directly address the legal or factual matters under consideration, and as such, it does not contribute meaningfully to the resolution of the dispute. **Accordingly, the prayer of the Complainant is dismissed, as it does not serve to advance the determination of the case in a pertinent or necessary manner.**

With regard to Prayer Nos. 14,15,16 & 17:

14. Detailed Load Calculation of POCKET GC-06 as per UPERC Norms including loads for the Common Service viz Common Area Lighting, Tower Lifts, Water Pumps, Fire Pumps, STP, WTP, Club, Commercial establishments (if any) etc. to be furnished by Opposite Party No. 1.

15. List of Owners/Allottees of POCKET GC-06 along with details containing the Name, Flat/ Plot No., Contact No., Status of Electricity connection, Sanctioned



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/ Allotted Load (kW), existing Meter No., Make, Type of Meter to be furnished to all residents/ consumers by the Opposite Party No. 1.

16. Layout Plan of POCKET GC-06 (duly approved by GNIDA/UPSIDC etc.), clearly indicating there in the location of the Substation, Transformer(s), LT Panels, Feeder Pillars, Metering Panels etc. to be furnished to every resident/consumer by Opposite Party No. 1

17. Single Line Diagram and HT & LT Cable layout of POCKET GC-06 to be furnished by Opposite Party No. 1

With regards to these prayers, this Forum is of view that such issues should be resolved at the time of handover of Society from the Builder/Opposite Party No.1 to the registered AOA.

This Forum is of the view that since the maintenance of the society has been handed over to the AOA, it is inferred that the issue has been dealt with by the AOA and the Opposite Party No. 1/ Builder within the ambit of the applicable provisions of the Tariff Order as mentioned above and does not require any interference of this Forum.

With regard to Prayer 19:

19. The correct address to be considered by Party No-3 for issuing bill to the Party No-1 should be POCKET GC-06, Gaur City, Plot No. GH01, Sector 4, PS Bsrakh, Greater Noida West, Gautam Budh Nagar (UP).

This Forum is of the view that this prayer is unnecessarily being sought by the Complainant. The U.P. Electricity Supply Code, 2005 provides for the procedure of address change and the same needs to be followed by any consumer requiring such change. Thus, it is directed that the address change be carried out as per the provisions of the Supply Code, 2005.

The Hon'ble Commission, in order to permanently resolve these issues, have issued 13th Amendment to the U.P. Electricity Supply Code, 2005 for conversion from Single Point Connection to Multi-Point Connections. The AOA and the



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Opposite Party No. 3 are directed to co-ordinate with each other for conversion process as per the 13th Amendment of the Supply Code, 2005.

The Complainant, if aggrieved, by non-redressal of its grievance by the Forum may make a representation/appeal against this order, before the Company Level/ Hon'ble Electricity Ombudsman, Vidyut Niyamak Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow-226010 within one month from the date of receipt of this order.

All the pending applications are dismissed.

Therefore, in light of the above observations, the Complaint is disposed of.

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

Proceedings closed.

Jitender Kumar Dhamat
(Chairman)

अध्यक्ष

उपभोक्ता व्यथा निवारण फोरम
शहरी स्तर, ग्रेटर नोएडा

Veenita Marathia
(Independent Member)

Mulendra Kumar Sharma
(First Nominated Member)

Satya Prakash Sharma
(Second Nominated Member)

Date: 23rd March 2025
Place: Greater Noida

