

CONSUMER GRIEVANCE REDRESSAL FORUM – URBAN LEVEL

NOIDA POWER COMPANY LIMITED, GREATER NOIDA

COMPLAINT NO. UF/16/2024

IN THE MATTER OF:

PRATEET BAIJAL AND ORS.

...COMPLAINANTS

VERSUS

CMD SUPERCITY DEVELOPER PVT & ANR.

...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 Ravi Kumar Choudhary (on behalf of residents)
2. Shri Sandeep Singh, account executive on behalf of CMD Supercity Developer Pvt Ltd.
(Opposite Party No. 1)
3. Shri Kapil Dev Sharma, Senior Manager (Legal) on behalf of Noida Power Company
Limited (Opposite Party No. 2)

Judgement:

Date of Hearing: 04.03.2025

Date of Order: 28th March 2025

Order Pronounced By: Smt. Veenita Marathia



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1. Mr. Prateet Baijal, along with 19 other residents of Mayfair Residency developed by Supercity Developers Pvt. Ltd., GH07B, TechZone-4, Greater Noida (hereinafter referred to as "**the Complainants**"), have filed the present complaint under the UPERC (Consumer Grievance Redressal Forum) Regulations, 2022 ("**Regulations, 2022**") against CMD Supercity Developer Pvt. Ltd. (hereinafter referred to as "**The Opposite Party No. 1**") and Noida Power Company Limited (hereinafter referred to as "**The Opposite Party No. 2**") included as a proforma party.
2. **The Complainants have prayed for the following reliefs:**

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1. *To Instruct the builder to lay proper electrical infrastructure required for multipoint connection with proper ISI mark approved equipment's by bureau of Indian standards.*
2. *To Pay NPCL the requested amount for permanent electricity connection and LT panel etc. so that Complainant(s) could get multipoint connection.*
3. *To wave of all the penalties and pendencies levied on the Complainants(s) as electricity bill is being paid at flat rate of Rs. 7/Unit which is already higher than the normal domestic rate of NPCL.*
4. *To instruct the builder to take back the electricity charges of Rs. 23/unit levied on the Complainant(s) by the respondent developer without any agreement from the Complainant(s).*
5. *To instruct the builder to only charge electricity at Rs. 7/unit till proper electrical infrastructure is laid in the premises and Complainant(s) get multipoint connection.*
6. *To instruct the builder to waive off penalties and arrears of Rs. 11,38,393/- levied on the Complainants.*
7. *To refund the amount of Rs. 42,757/- of regulatory discount not passed to the residents.*

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3. The Complainants submitted that the Opposite Party No.1 had applied for a temporary electricity connection in the year 2013 for construction purposes. As per the Uttar Pradesh Electricity Supply Code, 2005 (hereinafter referred to as **Supply Code, 2005**), such connections are granted for two years and can be extended for up to three years. However, in this case, the temporary connection has continued for over 11 years.
4. The Complainants further submitted that the Opposite Party No. 1 in the year 2022 began handing over possession of flats to the buyers and extended the temporary electricity line to the flats without installing the necessary electrical infrastructure. The builder orally promised to complete the infrastructure soon and agreed to charge Rs. 7/unit until a proper system was established. However, instead of laying the required infrastructure and arranging for a permanent load, the builder attempted to augment the temporary connection to facilitate more possessions. The Opposite Party No. 2 also wrote to the District Magistrate on 24.07.2023, informing that the builder had failed to set up the required electrical infrastructure. Additionally, there was non-functional fire alarm system and fire extinguishers. Several fire incidents have occurred within the society and the fire NoC has also been cancelled.
5. Subsequently, the Opposite Party No. 1 created chaos by supplying electricity in alternating shifts—two hours for Towers A & C, followed by two hours of supply for Towers B & D. The Sub Divisional Magistrate visited the society and directed the Opposite Party No. 1 to ensure an uninterrupted supply of electricity and water to the residents. On 2nd June 2024, the builder issued fixed-rate electricity bills of Rs. 4,000/- for two months. However, after objections from residents, the bills were revised to Rs. 23/unit, with the builder stating in the bill that the electricity tariff had been increased by the Opposite Party No. 2.
6. The Opposite Party No.1 filed its reply on 27.09.2024 and stated that M/s Supercity Developers Private Limited is a registered consumer of the Opposite Party No. 2 having consumer number 2000081699. The Opposite Party No. 1 submitted that it holds a temporary electricity connection for construction purposes under the name of "M/s Supercity Developers Private Limited," with a current contractual load of 50 KW at Plot No. GH-07B, TechZone-04, Greater Noida West, Uttar Pradesh (hereinafter



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referred to as "the Premises"), categorized under LMV-9 (Temporary Supply for Construction).

7. The Opposite Party No. 1 clarified that officials from the Opposite Party No. 2 informed them that the permanent electricity load could only be sanctioned after obtaining the Occupancy Certificate from Greater Noida Industrial Development Authority (hereinafter referred to as "GNIDA"). Given the urgent need of electricity for residents moving into their apartments, they had no option but to increase the load from 50 KVA to 250 KVA with the residents' consent. A new transformer was also purchased with their approval. It is also submitted by the Opposite Party No. 1 that due to repeated complaints from Mr. Prateet Baijal and Mrs. Renu Baijal, the Opposite Party No. 2 refused to approve the load augmentation.
8. The Opposite Party No. 1 acknowledged the delays in establishing permanent electrical infrastructure, citing financial constraints and outstanding payments to the Opposite Party No. 2. It stated that the flats were provided for fit-out purposes, yet families moved in despite pending approvals, including the Occupancy Certificate. The Opposite Party No. 1 further claimed that the work upon the permanent electricity connection began the summer of 2024 despite overload issues in Greater Noida. To support residents, a 500 KVA rental generator was deployed, leading to a higher unit rate of Rs. 23/- in the month of April and May, which was later reduced to Rs. 9.7/- per unit from the month of June. The Opposite Party No. 1 also clarified that the fixed charges of Rs. 4,000/- for the month of April and May were revised and that no charges for power backup have been applied since 2019. The Opposite Party No. 1 stated that it has deposited 25% (Rs. 23 Crores) of the total land dues under the scheme of Shri Amitabh Kant and is committed to complete the project and securing the permanent load connection from the Opposite Party No. 2. The Opposite Party No. 1 further averred that at present, around 120 families are residing in the project, but 2-3 individuals, namely Mr. Prateet Baijal, Mrs. Renu Baijal, and Mr. Ravi Choudhary, have caused ongoing disturbances as a tactic to avoid penalty charges on their outstanding bills and evade payment of utility charges.
9. The Complainants filed a Rejoinder on 27.11.2024 in response to Opposite Party No. 1's Reply, citing the Sub-Lease Agreement. The Complainants emphasized that the agreement explicitly states, "Lessee has handed over the vacant physical peaceful



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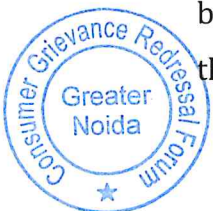
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possession of the said demised premises to the Sub-Lessee on the spot." However, it does not mention that electricity would be supplied through a temporary connection or that buyers would be liable for commercial electricity charges. Furthermore, the Uttar Pradesh Real Estate Appellate Tribunal (UP-REAT) vide its order dated 23.08.2023 affirmed that possession was granted on the sub-lease date (point 7 of the order), contradicting the developer's claim that possession was given only for fit-out purposes.

10. The Complainants further refuted the Opposite Party No. 1's justification for load augmentation and re-iterated their prayers once again. The Complainants also alleged that the Opposite Party No. 1 has been overcharging for electricity without proper infrastructure or meter installation. Despite residents paying Rs. 40,000/- per flat for dual meter charges, no separate infrastructure has been constructed or backup meters have been installed. They claimed that the electricity rate of Rs. 9.70/- was agreed upon by residents is also disputed, as no such discussions or approvals ever took place. Additionally, the Opposite Party No. 1 collected Rs. 44,800/- for dual meter charges but failed to install the meters. Since The Opposite Party No. 2 is responsible for providing the electricity connection and installing the meters, the Complainants have sought a refund of this amount from the Opposite Party No. 1, along with the applicable interest from the date of deposit.
11. The Opposite Party No. 2 filed its Reply on 23.01.2025, stating that the Complaint against them should be dismissed. They clarified that M/s Supercity Developers Private Limited is a registered consumer of the Opposite Party No. 2 vide consumer number 2000081699 holding a temporary connection for construction purposes under the name of "M/s Supercity Developers Private Limited," with a current Contractual Load of 50 KW at Plot No.-GH-07B, TECHZONE-04, Greater Noida West, Uttar Pradesh categorized under LMV-9 (Temporary Supply). The Complainants have no locus standi to file the instant complaint against the Opposite Party No. 2 as neither they fall under the definition of an applicant nor the consumer as provided in UPERC (Consumer Grievance Redressal Forum) Regulations, 2022.
12. The Opposite Party No. 2 contended that the Complainants were well aware from the beginning that the Opposite Party No. 1 had not obtained necessary approvals from the Fire Department, GNIDA and Electrical Safety authorities. As per the Supply Code,



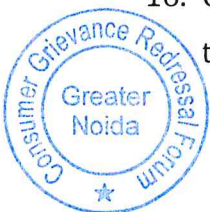
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a permanent electricity connection cannot be granted without obtaining approvals from the afore-mentioned . Therefore, Opposite Party No. 2 argued that it has been unnecessarily dragged into the present matter.

13. Emphasizing its commitment to consumer interests, the Opposite Party No. 2 stated that it had received multiple complaints from Mr. Prateet Baijal and other residents against the Opposite Party No. 1. In response, the Opposite Party No. 2 had issued letters to the builder and the District Magistrate, urging the Opposite Party No. 1 to establish the required electrical infrastructure and submit necessary approvals. Additionally, a notice was also sent to the Opposite Party No.1 for exceeding the contractual electricity demand for three consecutive months, with a warning that continued non-compliance would result in additional charges and an increased security deposit.
14. The Opposite Party No. 2 further asserted that an estimate for the permanent electricity connection has already been provided to the Opposite Party No. 1 however full payment remains pending. Unless and until the entire payment is made and necessary approvals are obtained by the Opposite Party No. 1 the process of establishing permanent electricity connection cannot be proceeded. The Opposite Party No. 2 contended that the dispute is primarily between the residents and the builder and it has been wrongfully implicated despite complying with all the legal and regulatory requirements.
15. In the hearings dated 23.01.2025 and 07.02.2025, this Forum had directed the Opposite Party No.1 to deposit the required amount for a permanent electricity connection. Despite previous orders, the Opposite Party No.1 failed to comply with the same. Consequently, the Forum instructed the Opposite Party No. 2 to issue a reminder letter. On 07.02.2025, this forum also showed its displeasure against the Opposite Party No. 1 for non-compliance of its previous order and directed that failure to pay by 15.02.2025 would result in permanent disconnection of temporary electricity supply. The Opposite Party No. 1 assured compliance, stating it would confirm the payment via email.
16. On 04.03.2025, the Opposite Party No. 1, vide a letter dated 03.03.2025, submitted that they have deposited the total amount required for obtaining a permanent



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electricity connection with the Opposite Party No. 2. A payment receipt was also attached as a proof of compliance. Furthermore, the Opposite Party No. 1 submitted a settlement letter indicating that the Complainants have resolved the matter with them. However, this Forum has neither received any direct communication from the Complainants regarding such settlement nor Mr. Prateet Baijal is present. Additionally, another resident from the Complainant's side has raised an objection and has not consented to the withdrawal of the Complaint. The Opposite Party No. 2 argued that apart from the payment of the estimate the Complainant has to complete the other formalities like construction of 11 KV meter room for reference and common services, installation of compact sub-stations, laying of 11 kV cables etc.

17. The Opposite Party No. 2 has also submitted that the electricity connection can only be released subject to completion of Construction of an 11 kV meter room, installation of compact substations, panel boards etc.

18. **This Forum after thoroughly reviewing the complaint, replies, rejoinder, arguments advanced and the relevant provisions of the Supply Code, 2005, read with the applicable tariff orders makes the following orders:**

19. The primary grievance of the Complainants is that the Opposite Party No. 1 has been supplying electricity through a temporary connection since 2013 and has failed to establish the necessary electrical infrastructure to obtain a permanent connection from the Opposite Party No. 2. It is an undisputed fact that the electricity supply to the residents is drawn from a temporary connection, which was solely sanctioned for construction purpose. Moreover, the Complainants were well aware that Opposite Party No. 1 had not obtained the necessary approvals required for a permanent electricity connection in a multi-storeyed building, as mandated in the Uttar Pradesh Electricity Supply Code, 2005.

20. Given that the Complainants received electricity from a temporary connection, it is essential to determine whether they fall under the definition of an "Applicant", "Consumer" or "Complainants" as per the Regulations, 2022. The relevant provisions of the Regulations are as follows:

Definitions:



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"Applicant"

It means an owner or occupier of any premises who files an application form with a distribution licensee for supply/connection (both temporary and permanent) of electricity, increase or decrease in sanctioned load or contracted demand, change in title or mutation of name, change in consumer category, disconnection, restoration of supply, termination of agreement, shifting of connection or metering, billing or collection related issues or any other service as the case may be in accordance with the provisions of the Act, rules and regulations made thereunder;

"Complainants"

- i. An applicant/consumer or more than one consumer having a grievance, or an authorized representative of such consumers, filing a complaint within the meaning of this Regulation; or*
- ii. Any voluntary consumer association registered under the Companies Act, 1956, or any other law, filing a complaint within the meaning of this Regulation.*

"Consumer"

Any person supplied with electricity for their own use by a distribution licensee, the Government, or any other entity engaged in the business of supplying electricity to the public under the Electricity Act, 2003, or any other law in force. It also includes any person whose premises are connected to receive electricity from a distribution licensee, the Government, or such other entity.

21. Based on the above definitions, it is evident that the Complainants do not qualify as "Applicant," "Complainants," or "Consumer" under the relevant Regulations, 2022. They are receiving electricity through a temporary connection granted to the Opposite Party No. 1 solely for construction purposes, which does not confer consumer status to the residents under the Supply Code, 2005. Moreover, they were aware that the Opposite Party No. 1 had not obtained the necessary approvals.

22. Consequently, the Complainants lack the requisite locus standi to file a Complaint before this Forum and are not entitled to the reliefs sought by them.



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Notwithstanding the fact that the residents do not fall within the definitions of "Applicant," "Complainants," or "Consumer," this Forum, in the interest of the residents, had directed the Opposite Party No. 1 to deposit the estimated amount, which has been deposited by them on 03.03.2025 with the Opposite Party No. 2. Accordingly, the Opposite Party No. 2 is directed to provide an electricity connection to the society, subject to the completion of the construction of an 11 kV meter room, installation of compact substations, panel boards and other necessary approvals.


23. The residents of the Society, if aggrieved, by non-redressal of their 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.

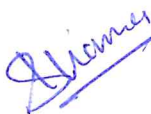
The Complaint is disposed of in the aforesaid manner.


Jitender Kumar Dhamat
(Chairman)

अध्यक्ष
उपभोक्ता व्यथा निवारण फोरम
शहरी स्तर, ग्रेटर नोएडा


Veenita Marathia
(Independent Member)


Mulendra Kumar Sharma
(First Nominated Member) 28/03/25


Satya Prakash Sharma
(Second Nominated Member)

