

BEFORE THE CONSUMER GRIEVANCE REDRESSAL FORUM - URBAN  
LEVEL

NOIDA POWER COMPANY LIMITED, GREATER NOIDA  
33/11 KV SUBSTATION, OPPOSITE RYAN SCHOOL, ALPHA – 1,  
GREATER NOIDA

COMPLAINT NO. 12/UF/2023

IN THE MATTER OF:

RAJEEV TAYAL

... COMPLAINANT

VERSUS

1. NOIDA POWER COMPANY LIMITED

... OPPOSITE PARTY NO. 1

2. AMRAPALI LEISURE VALLEY

MONITORING COMMITTEE

... OPPOSITE PARTY NO. 2

**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)
5. Shri Prem Kumar (Prosumer)

**Appearance:**

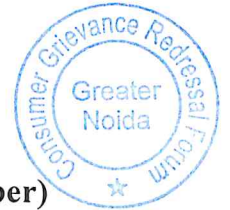
1. Shri Bhuvnesh Mittal, Advocate for the Complainant
2. Shri Rajeev Tayal, Complainant
3. Shri Abhishek Anand, Assistant Manager (Legal), NPCL

**Order:**

**Date of Hearing: 13.09.2024**

**Date of Order: 25.10.2024**

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



1. The instant Complaint has been filed by Mr. Rajeev Tayal (hereinafter referred as “the Complainant”) against Amrapali Leisure Valley Monitoring Committee

(hereinafter referred as the “**Opposite Party No. 2/ALVMC**”) and Noida Power Company Limited (hereinafter referred as the “**Company/Opposite Party No.1/NPCL**”) seeking a direction to provide new multi-point electricity connection at his Villa located at Villa No. B-106, Amrapali Leisure Valley, Plot No. GH-06, Sector – Techzone – IV, Greater Noida (West) (hereinafter referred as “**the Villa/Premises**”).

2. The complaint concerns a dispute over electricity dues for Villa No. B-106 in Amrapali Leisure Valley, Greater Noida, Uttar Pradesh and the following are the facts placed on record by the Complainant in support of his contentions:

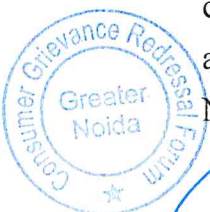
(a) The Hon’ble Supreme Court vide its Order dated 10.05.2019, in Writ Petition (C) No. 866 of 2018 (hereinafter referred to as “**Writ Petition**”), resolved a prior dispute related to outstanding electricity charges for 213 villas in Amrapali Leisure Valley, thereby setting a fixed rate for dues from June 2018 to May 2019. The complainant's villa was not listed among the 213, as it was vacant during this period due to the family relocating to Gurugram in April 2018.

(b) The Complainant stated that a term of settlement was signed between the Opposite Party No. 1 and Amrapali Leisure Valley Coordination Committee (“**ALVCC**”) i.e. the Petitioner in the above-mentioned Writ Petition. As per the said term of settlement the Villa owners were required to pay electricity charges on fixed charge basis based on the villa size of each villa.

(c) Despite the villa being vacant, the Opposite Party No. 1 sent a disconnection notice in November 2020, calculating dues from May 2019 to October 2020 based on actual consumption from a single point meter.

(d) Subsequently, in May 2023, a list of outstanding dues was circulated reflecting an amount of ₹3,40,817 against the complainant’s property. The complainant challenged the basis of this list, questioning how the dues were calculated since the villa was vacant during the disputed period. The complainant pointed out that earlier lists did not include their villa, reinforcing their claim that no electricity consumption occurred during the time in question.

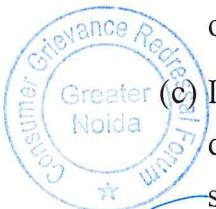
(e) The complainant further submitted that he has deposited ₹1,39,200 for electricity consumed between January 2021 and May 2023, based on the fixed charges basis as set out in the settlement agreement. Despite this payment, the Opposite Party No. 1 rejected a request for a new electricity connection due to alleged unpaid



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dues from previous connections, though no clear breakdown of these dues was provided.

- (f) The complainant submitted that despite multiple requests for clarification on the method of calculation, the Opposite Parties failed to provide a satisfactory explanation, instead relying on inconsistent lists provided by Opposite Party No. 2. The complainant further submitted the list based on which dues are calculated is erroneous and contains various discrepancies qua date of possession varying with the earlier list of 213 villas which raises serious concerns about the accuracy and reliability of the information used for calculating the dues.
- (g) The complainant submitted that the Opposite Party No. 1 has acted in an arbitrary and unprofessional manner by blindly relying on the list provided by the Opposite Party No. 2, without conducting proper verification. The complainant further submits that the lists used for calculating arrears are inconsistent and flawed. Therefore, the complainant sought the Forum's intervention to direct the Opposite Party No. 1 to provide a new connection and to resolve the dispute accordingly.
3. The Opposite Party No. 1, Noida Power Company Limited ("NPCL"), submitted its response dated 03.01.2024 to the complaint filed by the Complainant regarding the electricity connection and billing at Villa No. B-106 in Amrapali Leisure Valley ("ALV"). NPCL highlighted its role as a distribution licensee and stated that the complaint should be dismissed as no deficiency in service was shown under the relevant regulations. The Opposite Party submitted as follows:
- (a) ALVCC, representing villa owners, had repeatedly requested the installation of individual electricity meters back in 2018-19. After obtaining approval from GNIDA, NPCL attempted to proceed with the installations but faced challenges due to incomplete electrical infrastructure within the project.
- (b) The ALVCC filed the Writ Petition before the Hon'ble Supreme Court to prevent disconnection and secure individual electricity connections. The Hon'ble Supreme Court issued several orders mandating that electricity supply not be disconnected and directed NPCL to comply with the agreed terms in the interest of the residents.
- (c) In 2019, NPCL entered into a settlement with ALVCC to install a new distribution network and provide individual electricity connections. The settlement outlined terms for the payment of outstanding bills and infrastructure



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costs, with the villa owners, including the complainant, responsible for clearing dues. Despite this, residents, including the complainant, failed to fulfil their payment obligations, even after the outstanding dues were significantly reduced.

- (d) The Hon'ble Supreme Court, through its judgment dated 23.07.2019, appointed NBCC to complete various stalled projects of the Amrapali Group, including Amrapali Leisure Valley (ALV). As a result, the responsibility for constructing the internal distribution system shifted to NBCC, and NPCL was no longer obligated to do so.
- (e) As per the terms of settlement, it was agreed that until NPCL constructs the internal distribution network and installed individual meters, homebuyers/allottees/residents would pay electricity charges on a fixed charge basis, depending on villa size. This temporary arrangement was valid until 31.12.2019, after which residents were expected to start paying as per metered consumption.
- (f) Despite NPCL sending the Bill of Quantities for constructing the internal distribution network to the ALVCC, no payment was received from the residents towards this construction until 31.12.2019. After the Hon'ble Supreme Court judgment, the residents started relying on NBCC to complete the electrical infrastructure.
- (g) On 04.10.2020, NPCL apprised Ld. Court Receiver about its difficulties in recovering electricity dues and sought intervention in the matter.
- (h) NPCL also filed M.A. No. 1107 of 2020 in the above Writ Petition, seeking direction for payment of dues from the homebuyers. It was submitted that dues up to May 2019 were to be paid by individual villa occupants as per an agreed formula, while post-May 2019, payment would be based on actual consumption. The Hon'ble Supreme Court vide its Order dated 02.11.2020 granted NPCL the liberty to take appropriate legal actions.
- (i) Pursuant to the order dated 02.11.2020 of the Hon'ble Supreme Court, NPCL vide its Letter and Notice dated 12.11.2020, clarified that recovery of electricity dues should be based on metered consumption recorded at the single-point meter for Consumer No. 200093206, as the temporary fixed-charge arrangement ended in May 2019. The homebuyers/allottees/residents were liable for payments according to actual consumption under the LMV-1 (Domestic) tariff, as determined by the UPERC.



- (j) The notice included revised electricity bills/statement for May 2019 to October 2020, calculated based on actual consumption, pro-rated among 213 villas as per the list provided by ALVCC. NPCL clarified that any discrepancies in the list could only be resolved upon the request of ALVCC. Any modification would result in a pro-rata revision of the bills for all residents. The resolution of such discrepancies rested solely with ALVCC, and any modification in the list will lead to pro-rata revision of dues of other homebuyers/ allottees/ residents.
- (k) Despite multiple reminders and collection camps, NPCL received only minimal payments against the significant outstanding dues from ALV. NPCL issued several letter-cum-disconnection notices to ALVCC, requesting payments within 15 days, but no payments were made. NPCL offered to amend the list of 213 villas for billing, but no such request was made, so charges were based on metered consumption across the 213 villas.
- (l) On 14.03.2023, the Ld. Court Receiver recognized ALV Monitoring Committee (“ALVMC”) / Opposite Party No. 2 as the authorized body to represent ALV until the project's completion.
- (m) ALVMC forwarded this recognition to NPCL on 15.03.2023, confirming their election after a General Body Meeting. ALVMC disputed the list of 213 villas, claiming around 500 allottees were consuming electricity through the single-point meter (200093206). ALVMC submitted a revised list of allottees on 24.03.2023, requesting NPCL to recalculate electricity charges, including past dues, based on the updated information. ALMC stated that it has considered the date of possession (*as may be handed over by Amrapali or NBCC*) as the basis of calculation of electricity charges for the villa owners.
- (n) NPCL has maintained the meter reading of the Single Point Meter (200093206) since electricity supply began to the villas. Upon Opposite Part No. 2’s request, NPCL pro-rated past electricity dues from May 2019 for all villa owners based on their possession date and villa size.
- (o) A meeting with the Ld. Court Receiver was held wherein it was resolved that:

- Billing would start from the date of possession.
- Dues would be calculated based on single-point meter consumption, allocated by villa size and possession date.
- Only residents who fully paid their dues would be eligible for multi-point connections.



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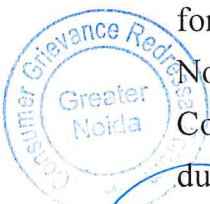
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- Opposite Party No. 2 to provide a list of allottees and possession dates.
  - Date of possession is deemed the date of occupation for billing.
  - Electricity consumption is considered to start from possession, including for renovations.
- (p) Bases on above discussions and decision NPCL pro-rated dues from May 2019 based on the size and possession date of the respective villa owners and computed the dues. It is a settled position of law that new Multi-point connections would only be granted to those with cleared dues.
- (q) On recovery of electricity dues on Fixed Charge Basis, it was submitted that the complainant's claim for electricity charges on a fixed charge basis, as per the settlement dated 10.05.2019, is unfounded. The settlement was conditional, and its terms are no longer in effect. Moreover, this claim contradicts the Electricity Act, 2003, and the U.P. Electricity Supply Code, 2005, both of which mandate that electricity supply must be metered. Therefore, electricity charges have been rightly computed based on single-point meter readings and villa size.
- (r) Further, with regard to the dispute related to data of villa occupation and commencement date for computing the electricity charges it was submitted that as per discussions with the Ld. Court Receiver and Opposite Party No. 2, electricity charges are calculated from the date of possession. If the complainant disputes the villa's occupation period, it is a matter for resolution between the complainant and Opposite Party No. 2. Upon their agreement, Opposite Party No. 1 will adjust the charges accordingly among other villa owners. Therefore, any dispute qua the date of occupation considered in the list is in the nature of inter-se dispute between the Complainant and Opposite Party No. 2 and as such it is dispute between a flat allottee and Apartments Owners Association, this falls outside the purview of this Hon'ble Forum.
- (s) The electricity charges were calculated under the guidance of the Ld. Court Receiver, as directed by the Hon'ble Supreme Court, and in the presence of Opposite Party No. 2, the duly elected body of Amrapali Leisure Valley residents, including the complainant. The complainant cannot selectively decide how to pay the charges. After partially paying the dues, the complainant applied for a multi-point electricity connection, which was rejected by Opposite Party No. 1 due to outstanding dues, in accordance with the U.P. Electricity Supply Code, 2005. As per the law, a new connection can only be provided once past dues are cleared, and the rejection was in line with this provision.



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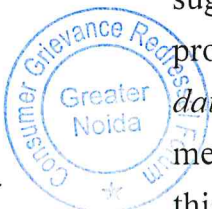
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- (t) In a Single Point Connection regime, NPCL provides a bulk connection to the Builder/Developer, who is responsible for sub-metering and supplying electricity to end consumers. As a result, NPCL only has one registered consumer and communicates solely with that registered consumer. In contrast, under the Multi-Point Scheme, end consumers apply directly for their electricity connections, and NPCL grants individual connections, including for common area services. In this case, the villa was under a single-point connection registered to AMRAPALI LEISURE VALLEY PVT. LTD., meaning NPCL was unaware of the number of allottees, dates of possession and occupation, electricity consumption patterns, or demand of individual consumers, as they were not direct customers of NPCL. Additionally, it is not the responsibility of the Distribution Licensee to keep track of these details for allottees residing on such kind of premises. Therefore, the complainant's allegation that NPCL should verify the list is unreasonable and not tenable.
- (u) Out of 790 villas, 72% of owners have paid their dues and applied for multi-point electricity connections. The complainant, however, is hindering this process by not clearing outstanding dues, despite the multi-point metering being mandated by the 13<sup>th</sup> Amendment to the U.P. Electricity Supply Code.
- (v) NPCL further submitted that it received an email dated May 9, 2024, from Opposite Party No. 2, which included the Ld. Court Receiver's letter dated April 30, 2024. This letter requested the expedited installation of new meters for 24 villa owners who are disputing the list concerning the date of possession/occupation and the resulting calculation of electricity dues. Additionally, it called for an amicable settlement of the outstanding amounts within 90 days of the installation.
- (w) In its letter dated May 13, 2024, NPCL responded to the email from Opposite Party No. 2, emphasizing that, as per the Electricity Act, 2003, and the U.P. Electricity Supply Code, 2005, an application for new connection can only be processed after all dues are cleared. As a result, several applications received were rejected due to outstanding dues. Although the Ld. Court Receiver suggested an amicable settlement for the pending amounts, the email did not provide a methodology for recovering the outstanding sum of Rs. 39,13,483 (*till date*) owed by the 24 villa owners. NPCL requested a suitable recovery methodology to facilitate processing new connection applications, noting that this has yet to be received from Opposite Party No. 2, indicating a lack of



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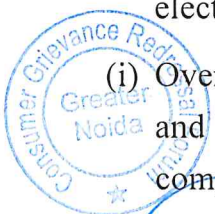
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urgency on their part which shows lackadaisical approach of Opposite Party No. 2.

4. The Opposite Party No. 2 vide its Reply denied all claims made by the complainant and submitted as under:
  - (a) In a meeting with the Ld. Court Receiver, it was decided that residents would follow the approved schedule for payment of outstanding dues. These dues were to be cleared based on mutual agreements between NPCL and the villa owners.
  - (b) ALVMC was recognized and authorized by the Ld. Court Receiver on March 14, 2023. During this meeting, it was agreed that from the date of possession, all electricity and maintenance liabilities would rest with the villa owner unless the villa was unlivable.
  - (c) In a subsequent meeting held in July 2023, the Ld. Court Receiver affirmed the methodology for dividing NPCL's electricity bills, confirming that residents were liable for their dues from the date of possession.
  - (d) The complainant took possession of Villa No. B-106 in October 2016, as shown by signed consent and records. From this date, he became responsible for all electricity charges. Ld. Court Receiver has consistently affirmed that the liability starts from the date of possession or key handover.
  - (e) The complainant has approached Ld. Court Receiver multiple times seeking recalculation of his electricity dues, claiming partial occupancy. Ld. Court Receiver clarified that the liability begins from the date of possession, rendering the complainant's multiple complaints unnecessary.
  - (f) In a meeting between the Ld. Court Receiver and the Amrapali Leisure Valley AOA on March 3, 2024, it was reiterated that electricity charges are due from the date of possession.
  - (g) The complainant is operating a fully furnished guest house in Villa No. B-106, engaging in commercial activity under the guise of a residential villa.
  - (h) Ld. Court Receiver has already determined the methodology for computing electricity charges, and this matter is not open for re-litigation before the forum.
  - (i) Over 600 residents have accepted the proposed methodology, paid their dues, and obtained individual electricity connections, demonstrating widespread compliance.



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- (j) Allowing the complainant's claims would create an anomalous situation and unrest among other residents, as it would undermine the agreed-upon methodology for payment of electricity dues.

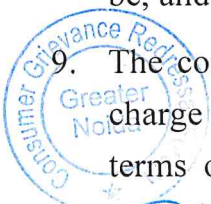
**FORUM'S ANALYSIS AND FINDINGS:**

5. The primary issues raised by the evolve around the Complaint are as:
- (a) Denial of a Multi-Point electricity connection to the complainant by the Opposite Party No. 1, due to outstanding electricity dues associated with the property in question.
- (b) Discrepancies in the list shared by Opposite Party No. 2, which form the basis of the claimed dues.
6. The following issues arises out of the Instant Complaint:
- (a) Whether NPCL is privy to the details regarding the number of individual allottees, their respective possession dates, electricity consumption patterns, or demands in Single Point Regime, where the end consumers are not direct consumers of NPCL?
- (b) Whether NPCL can grant electricity connection on a premises having outstanding electricity dues?

***Issue (a): Whether NPCL is privy to the details regarding the number of individual allottees, their respective possession dates, electricity consumption patterns, or demands in Single Point Regime, where the end consumers are not direct consumers of NPCL?***

7. Under the Single Point Connection regime, NPCL provides a bulk electricity connection to builders/developers / RWA / AOA, which means that only the developer/ Builder / RWA/AOA is recognized as the registered consumer.
8. The complainant alleges that NPCL should verify the list of allottees and their respective details related to occupancy and consumption. However, given that NPCL is limited to its contractual relationship with Amrapali Leisure Valley Pvt. Ltd. and subsequently with ALVCC/ALVMC/AOA/RWA (*as the registered consumers of NPCL*), as the case may be, and the burden of maintaining accurate records of allottees falls upon such builder/developer/AOA/RWA, as the case may be, and not with NPCL.

9. The complainant's request for the computation of electricity charges on a fixed charge basis, according to the settlement dated 10.05.2019, lacks foundation. The terms of the settlement were conditional and have since lapsed. The statutory provisions under the Electricity Act, 2003, and the U.P. Electricity Supply Code,



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2005, clearly stipulate that all electricity supply must be metered. As such, NPCL's computation of charges based on single-point meter readings and the size of the villa is entirely appropriate and compliant with the law.

10. This Forum is constituted under Section 42(5) of the Electricity Act, 2003, read with the UPERC (Consumer Grievance Redressal Forum) Regulations, 2022. The Forum's mandate is to address complaints related to non-compliance with the provisions of the Electricity Supply Code, Standards of Performance, or other issues within its scope, including billing disputes.

(i) "**Complaint**" means any grievance made in writing or by digital mode, by a complainant in relation the Application regarding non-conformity with the provisions specified in the Electricity Supply Code or Standard of Performance Regulations notified by the Commission or billing related issues including charging a price in excess of the price fixed by the Commission in tariff order.

.....

(l) "**deficiency**" means any fault, imperfection, shortcoming or inadequacy in the quality or quantity of standard of service, nature and manner of performance with respect to provisions of Supply Code and Standard of Performance Regulations as specified by the Commission;

.....

11. Notably, the present matter pertains to the computation of electricity charges, which is to be calculated from the date of possession of the villa. NPCL has submitted that these charges are determined based on the possession date.

12. It is important to note that the complainant's grievance, that date of occupation is different from date of possession and thus the date of occupation should be considered for calculating electricity charges, is not a matter of non-compliance with the Electricity Supply Code or any deficiency in services as defined under the relevant provisions. Rather, it is an inter-se dispute between the complainant and Opposite Party No. 2 concerning the factual determination of the possession period.

13. In light of the definitions provided under the UPERC (Consumer Grievance Redressal Forum) Regulations, 2022, it is evident that this Forum's jurisdiction is confined to addressing grievances related to non-compliance with the Electricity Supply Code, Standards of Performance, or billing issues within the framework of those regulations. The present dispute, which centers on the date of possession, is a matter of factual determination and falls outside the jurisdiction of this Forum.



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14. NPCL has clearly stated that any changes in the possession date of the complainant's villa must be addressed by Opposite Party No. 2. NPCL has further confirmed that any modification or variance in this regard will be accepted, and it will accordingly re-compute or adjust the dues on rest of villas. However, no such changes in the date of possession have been communicated to NPCL.
15. Therefore, the complainant's assertion that NPCL should be held accountable for verifying the list containing the date of possession or occupation is unreasonable. NPCL is not privy to the details regarding the number of individual allottees, their respective possession dates, electricity consumption patterns, or demands, as they are not direct customers of NPCL. Since the above premises was under Single point regime, there is a clear distinction between the responsibilities of NPCL and those of the developers/AOA/RWA.

***Issue (b): Whether NPCL can grant electricity connection on a premises having outstanding electricity dues?***

16. In the instant case the primary grievance of the Complainant is that he has not been granted an Electricity Connection by citing past electricity dues. Therefore, it is imperative to look into the provisions of Electricity Supply Code which provides for grant of electricity Connection.

***4.3 New Connections – General***

a) .....

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f) .....

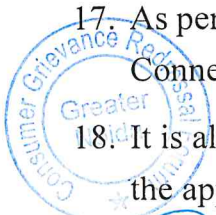
(ii) *Before sale of a premise is made, the outstanding dues will be cleared and, in the alternative the deed to agreement / sale will specifically mention the outstanding dues and the method of its payment. "Outstanding dues" means all dues pending on a premises including late payment surcharge.*

.....

(viii) *The application shall be processed by licensee on clearing of dues.*

17. As per the provisions of the U.P. Electricity Supply Code, 2005, it is clear that New Connection shall only be released after clearing of the Past Electricity Dues.

18. It is also a well settled proposition of law that a Distribution Licensee shall process the application for new connection after clearing of dues.



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- *Paschimanchal Vidyut Vitaran Nigam Ltd. v. M/s. DVS Steels & Alloys Pvt. Ltd. [(2009) 1 SCC 210]*

“11. .... Having regard to the very large number of consumers of electricity and the frequent moving or translocating of industrial, commercial and residential establishments, provisions similar to Clauses 4.3(g) and (h) of the Electricity Supply Code are necessary to safeguard the interests of the distributor. We do not find anything unreasonable in a provision enabling the distributor/supplier to disconnect electricity supply if dues are not paid, or where the electricity supply has already been disconnected for non- payment, insist upon clearance of arrears before a fresh electricity connection is given to the premises. It is obviously the duty of the purchasers/occupants of premises to satisfy themselves that there are no electricity dues before purchasing/occupying a premises.

.....”

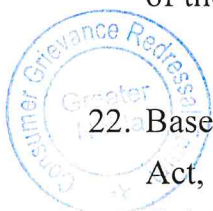
- *Tata Power Delhi Distribution Limited vs Neeraj Gulati* has held the following:

32. In the light of the above decision in Paschimanchal Vidyut Vitaran Nigam Limited the legal position **that emerges is that where there are statutory rules governing the conditions relating to sanction of a connection for supply of electricity, the distribution company can insist upon prior fulfilment of the requirement of such rules and regulations before granting a fresh connection.** Even if the rules are silent, it can stipulate such terms and conditions as it deems fit and proper to regulate its transaction and dealings. **So long as such rules and regulations or terms and conditions are not arbitrary and unreasonable, the Courts will not interfere with them.**

19. The, judicial rulings reinforce the principle that a distribution licensee has the legal authority to demand the settlement of outstanding dues before considering any application for a new connection.
20. From a thorough examination of the relevant provisions of the U.P. Electricity Supply Code, 2005, as well as judicial precedents, it is abundantly clear that the grant of a new electricity connection is conditional upon the clearance of any outstanding electricity dues on the premises.
21. Based on the findings above, the denial of the electricity connection to the complainant by NPCL till the time dues are cleared is justified under the provisions of the Electricity Supply Code and supported by legal precedent.

#### SUMMARY OF FINDINGS:

22. Based on the facts presented and the legal framework as provided in the Electricity Act, 2003, U.P. Electricity Supply Code, 2005 and the UPERC (Consumer Grievance Redressal Forum) Regulations, 2022 this forum holds that:



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- (a) The complainant's allegations against NPCL regarding the verification of allottees' details are without merit and not tenable.
- (b) The claim for recovery of electricity dues on a fixed charge basis is unfounded, as the terms of the settlement dated 10.05.2019 are no longer valid, and the applicable laws necessitate metering for electricity supply.
- (c) Any disputes concerning the possession date and related charges are to be resolved between the complainant and Opposite Party No. 2, as these are inter-se disputes between the complainant and the Apartments Owners Association.
- (d) The complainant is directed to clear any outstanding dues associated with the premises to facilitate the application for a new electricity connection in accordance with the provisions of the U.P. Electricity Supply Code, 2005.


**ORDER:**


In light of the above findings, the complaint is hereby dismissed. No orders as to costs.

  
Veenita Marathia  
(Independent Member)

  
Satya Prakash Sharma  
(Second Nominated Member)

  
Jitender Kumar Dhamat  
(Chairman)

  
Mulendra Kumar Sharma  
(First Nominated Member)

  
Prem Kumar  
(Prosumer)

अध्यक्ष  
उपभोक्ता व्यथा निवारण फोरम  
बहिरी स्तर, ग्रेटर नोएडा

**Date: 25.10.2024**

**Place: Greater Noida**

